Rev 02
17th Sept
2020

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

TENDER NO.: BHEL/NR/SCT/HPCL VIZAG/AC SYSTEM/1264

NAME OF WORK: BALANCE WORKS OF ERECTION, TESTING, COMMISSIONING, TRIAL RUN, PERFORMANCE GUARANTEE TEST RUN (PGTR) and HANDING OVER OF AIR CONDITIONING SYSTEMS AT 1X75 MW HPCL VISAKH REFINERY MODERNISATION PROJECT (VRMP), VISHAKAPATNAM, ANDHRA PRADESH

Bharat Heavy Electricals Limited

Ref: BHEL/NR/SCT/HPCL VIZAG/AC SYSTEM/1264 **Date: 10/05/2022**

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NOTICE INVITING E-TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

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To

Dear Sir/Madam

Sub : NOTICE INVITING E-TENDER

Sealed offers in two part bid system (National competitive bidding (NCB)) are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 **Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION	
i	**TENDER NUMBER**	**BHEL/NR/SCT/HPCL VIZAG/AC SYSTEM/1264**	
ii	**BROAD SCOPE OF JOB**	**BALANCE WORKS OF ERECTION, TESTING, COMMISSIONING, TRIAL RUN, PERFORMANCE GUARANTEE TEST RUN (PGTR) and HANDING OVER OF AIR CONDITIONING SYSTEMS AT 1X75 MW HPCL VISAKH REFINERY MODERNISATION PROJECT (VRMP), VISHAKAPATNAM, ANDHRA PRADESH.**	
iii	**DETAILS OF TENDER DOCUMENT**		
a	Volume-IA	*Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc*	*Applicable*
b	Volume-IB	*Special Conditions of Contract (SCC)*	*Applicable*
c	Volume-IC	*General Conditions of Contract (GCC)*	*Applicable*
d	Volume-ID	*Forms and Procedures*	*Applicable*
e	Volume-II	*Price Schedule (Absolute value).*	*Applicable*
iv	**ISSUE OF TENDER DOCUMENTS**	**Tender documents will be available for downloading from BHEL eProcurement portal (*https://eprocurebhel.co.in)* till due date of submission.** Brief information of the tenders shall also be available at BHEL website (**www.bhel.com**)	*Applicable*
v	**DUE DATE & TIME OF OFFER SUBMISSION**	***Date : 18/05/2022, Time : 10:00 hrs*** ***Place : on https://eprocurebhel.co.in***	*Applicable*
vi	**OPENING OF TENDER**	***Date : 18/05/2022, Time : 15:30 hrs*** *Notes:* *(1) In case the due date of opening of tender becomes a non-working day, then the due date &*	*Applicable*

		time of offer submission and opening of tenders get extended to the next working day. *(2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.*	
vii	**EMD AMOUNT**	*NIL*	*Not Applicable*
viii	**COST OF TENDER**	*Free*	
ix	**LAST DATE FOR SEEKING CLARIFICATION**	**THREE days before bid submission due date**. Along with soft version also, addressing to undersigned & to others as per contact address given below; **1)** Name: **G.V. RAJA SEKHAR** Designation: Sr. MANAGER Deptt: SCT Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301 Phone: (Landline) 0120-2416232 Email : gvr@bhel.in 2) Name: **CHITTARANJAN SWAIN** Designation: Manager Deptt: SCT Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301 Phone: (Landline) 0120 - 2416500 Email : cs@bhel.in	*Applicable*
x	**SCHEDULE OF PRE BID DISCUSSION (PBD)**		*Not applicable.*
xi	**INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)**		*Not Applicable*
xii	**LATEST UPDATES**	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums), BHEL eProcurement portal (***https://eprocurebhel.co.in***) **and not in the newspapers**. Bidders to keep themselves updated with all such information.	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 **Not Used.**

4.0 ~~Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract.~~

~~For Electronic Fund Transfer the details are as below :~~

~~**a) Name of the Beneficiary** : Bharat Heavy Electricals Limited~~

~~**b) Bank Particulars**~~

~~i). Bank Name : STATE BANK OF INDIA~~
~~ii). Bank Telephone No.(with STD code) : 011-23475566~~
~~iii). Branch Address : CAG II BRANCH, NEW DELHI~~
~~4th & 5th FLOOR, REDFORT CAPITAL, PARASNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001~~
~~iv). Bank Fax No. (with STD code) : 011-23475566~~
~~v). Branch Code : 17313~~
~~vi). 9 Digit MICR Code of the Bank Branch : 110002562~~
~~vii). Bank Account Number : 10813608647~~
~~viii). Bank Account Type : CASH CREDIT~~
~~ix). 11 Digit IFSC Code of Beneficiary Branch : SBIN0017313~~

~~(Note : In case of E-Tenders, proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.)~~

5.0 **Procedure for Submission of Tenders**: This is an E-tender floated online through our E-Procurement Site (***https://eprocurebhel.co.in***). The bidder should respond by submitting their offer online only in our e-Procurement platform at (***https://eprocurebhel.co.in***)**.** Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT EMD (in physical form) as mentioned below:

a. Technical Tender (UN priced Tender)

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

i. ~~Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT~~.
ii. Technical Bid (without indicating any prices).

b. Price Bid:

i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
ii. The price should be quoted for the accounting unit indicated in the e-tender document.
iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender**.

Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

The contact details of the service provider are given below:

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002, 0120-4001 005 & 0120-6277 787

International bidders are requested to prefix 91 as country code

Email Support - Technical - support-eproc@nic.in

Note: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying Authority as given below:

Sl. No.	Name	Website Link
1	**GNFC**	www.ncodesolutions.com
2	**e-Mudhra**	http://www.e-Mudhra.com
3	**Safescrypt**	www.safescrypt.com

Vendors are also requested to go through seller manual available on ***https://eprocurebhel.co.in***.

6.0 Not used.

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 **Assessment of Capacity of Bidders:**

Bidder's capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:

I. **LOAD**: Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3rd Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -

(**Note:** For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

Where 'P' is the sum of all unit wise identified packages (refer table-1) under execution with BHEL Regions as on the cut off month defined above, including packages yet to be commenced, excepting packages which are on Long Hold.

II. **PERFORMANCE**: Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3rd Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

(**Note**: For example, if 'latest date of bid submission' is in Jan 2017, then the 'performance' shall be assessed for a 6 months' period up to and inclusive of Oct 2016 (i.e. from May 2016 to Oct 2016), for all the unit wise identified packages (refer Table I))

i). Calculation of Overall 'Performance Rating' for 'Similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

a) P_1, P_2, P_3, P_4, P_5 , …. P_N etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = $\mathbf{P_T}$ (i.e. $P_T = P_1 + P_2 + P_3 + P_4 + \ldots P_N$)

b) Number of Months 'T_1' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1. Similarly T_2 for package P_2, T3 for package P_3, etc. for the tendered scope. Now calculate cumulative total months '$\mathbf{T_T}$' for total similar Packages '$\mathbf{P_T}$' for all Regions (i.e. $\mathbf{T_T} = T_1 + T_2 + T_3 + T_4 + \ldots T_N$)

c) Sum 'S_1 'of 'Monthly Performance Evaluation' Scores ($S_{1\text{-}1}$, $S_{1\text{-}2}$, $S_{1\text{-}3}$, $S_{1\text{-}4}$, $S_{1\text{-}5}$…. $S_{1\text{-}T1}$) for similar package P_1, for the 'period of assessment' 'T_1' (i.e. $S_1 = S_{1\text{-}1} + S_{1\text{-}2} + S_{1\text{-}3} + S_{1\text{-}4} + S_{1\text{-}5} + \ldots S_{1\text{-}T1}$). Similarly, S_2 for package P_2 for period T_2, S_3 for package P_3 for period T_3 etc. for the tendered scope for all Regions. Now calculate cumulative sum 'S_T' of 'Monthly Performance Evaluation' Scores for total similar Packages '$\mathbf{P_T}$' for all Regions (i.e. 'S_T '$= S_1 + S_2 + S_3 + S_4 + S_5 + \ldots S_N$.)

d) **Overall Performance Rating 'R_{BHEL}' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

$$= \frac{\text{Aggregate of Performance scores for all similar packages in all the Regions}}{\text{Aggregate of months for each of the similar packages for which performance should have been evaluated in all the Regions}}$$

$$= \frac{S_T}{T_T}$$

e) Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.

f) Table showing methodology for calculating 'a', 'b' and 'c' above

Sl. No.	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P_1	P_2	P_3	P_4	P_5	…	P_N	Total No. of similar packages for all Regions = $\mathbf{P_T}$ i.e. Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages (as in row 1)	T_1	T_2	T_3	T_4	T_5	…	T_N	Sum (Σ) of columns (iii) to (ix) = $\mathbf{T_T}$
3	Monthly performance scores for the corresponding period (as in Row 2)	$S_{1\text{-}1}$, $S_{1\text{-}2}$, $S_{1\text{-}3}$, $S_{1\text{-}4}$, … $S_{1\text{-}T1}$	$S_{2\text{-}1}$, $S_{2\text{-}2}$, $S_{2\text{-}3}$, $S_{2\text{-}4}$, … $S_{2\text{-}T2}$	$S_{3\text{-}1}$, $S_{3\text{-}2}$, $S_{3\text{-}3}$, $S_{3\text{-}4}$, … $S_{3\text{-}T3}$	$S_{4\text{-}1}$, $S_{4\text{-}2}$, $S_{4\text{-}3}$, $S_{4\text{-}4}$, … $S_{4\text{-}T4}$	$S_{5\text{-}1}$, $S_{5\text{-}2}$, $S_{5\text{-}3}$, $S_{5\text{-}4}$, … $S_{5\text{-}T5}$	.. … … … …	$S_{N\text{-}1}$, $S_{N\text{-}2}$, $S_{N\text{-}3}$, $S_{N\text{-}4}$, … $S_{N\text{-}TN}$	--------
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S_1	S_2	S_3	S_4	S_5	…	S_N	Sum (Σ) of columns (iii) to (ix) = $\mathbf{S_T}$

ii). Calculation of Overall 'Performance Rating' ($\mathbf{R_{BHEL}}$) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. 'R_{BHEL}' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

a) 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
b) 12 months preceding and including the cut-off month
c) 24 months preceding and including the cut-off month

In case, R_{BHEL} cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

iii). Factor "L" assigned based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions:

Sl. no.	Overall Performance Rating (R_{BHEL})	Corresponding value of 'L'
1	=60	NA
2	> 60 and ≤ 65	0.4
3	> 65 and ≤ 70	0.35
4	> 70 and ≤ 75	0.25
5	> 75 and < 80	0.2
6	≥ 80	NA

iv). Performance Systems: The performance rating as mentioned in II (i) and (ii) above, shall be calculated as per Online Systems i.e. Contractor Performance Evaluation System (CPES) and Safety Performance Evaluation System (HSEPES). The scores assigned in HSEPES shall be scaled down to 10 and assigned in CPES against the category "HSE" (mentioned in Form F-15).

III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages P_{Max}= (R_{BHEL} - 60) divided by corresponding value of 'L', i.e. (R_{BHEL}- 60)/L

Note:

i). In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number

ii). For R_{BHEL} = 60, P_{Max} = '1'

iii). For R_{BHEL} ≥ 80, there will be no upper limit on P_{Max}

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if $P \leq P_{Max}$

(Where P is calculated as per clause 'I' above)

In addition to above, in case contractor fails to score more than 5 (five) marks in the scaled down scores of HSEPES for "more than 2 months in a period of 6 months preceding and including the cut-off month in any single package", the contractor shall be considered disqualified for ongoing tender(s) of BHEL. Qualification of bidder for further tendering process shall be subject to qualifying this condition in addition to qualifying requirements mentioned in PQR. Bidders who did not qualify this condition shall not be considered under the provisions of clause 9 IV (iv) of NIT.

IV. **Explanatory note**:

i). Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e. the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl. no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above.

ii). Identified Packages (Unit wise)

Table-1

Civil	Electrical and C&I	Mechanical
i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). C&I iii). Others (Elect. and C&I)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). ESP iv). LP Piping v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux

		vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Management x). FGD xi). ACC xii). Others (Mechanical)

iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions.

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.

The "FIRST TIMER" tag shall remain till completion of all the contracts against which vendor has been tagged as First Timer or availability of 6 evaluation scores within last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Assessment of Capacity of Bidders'.

iv). Consequent upon applying the criteria of 'Assessment of Capacity of Bidders' detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are "not qualified" as per criteria of 'Assessment of Capacity of Bidders' and for this, procedure described in following three options shall be followed:

a) All the bidders having Overall Performance Rating ('R_{BHEL}') ≥60 shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
b) If even after using option "a", the number of qualified bidders remains less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores ≥60 upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
c) If even after using option "a" and "b", the number of qualified bidders remains less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

Note:- In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then all bidders (a)- having Overall Performance Rating ('R_{BHEL}') ≥60, (b)- "First timer" bidders having average of available performance scores ≥60 upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.

v). 'Under execution' shall mean works in progress as per the following:

a. Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
b. Up to Steam Blowing in case of Boiler/ESP/Piping Packages

c. Up to Synchronization in all Balance Packages

Note: BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (a), (b) and (c) above, depending upon the balance scope of work to be completed.

vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.

vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 27th of Evaluation Month or 5 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.

viii). Project on Hold due to reasons not attributable to bidder -

a. **Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.

b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.

ix). Performance evaluation as specified above in this clause is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.

10.0 Since the job shall be executed at site**,** bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

15.0 Not Applicable

16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of

satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

17.0 In case BHEL decides on a `Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

19.0 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com on "**supplier registration page**") for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

23.0 Consortium Bidding (or Technical Tie up): Not Applicable

24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

25.0 The bidder may have to produce original document for verification if so decided by BHEL.

26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.

27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**".

28.0 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.

28.1 Integrity commitment, performance of the contract and punitive action thereof:

28.1.1 **Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

28.1.2 **Commitment by Bidder/ Supplier/ Contractor:**

(i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

(ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

(iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

29.0 Not Applicable

30.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

31.0 **PREFERENCE TO MAKE IN INDIA:**

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

31.1 **Compliance to Restrictions under Rule 144 (xi) of GFR 2017**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:-

a. An entity incorporated established or registered in such a country; or
b. A subsidiary of an entity incorporated established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose *beneficial owner* is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The *beneficial owner* for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
   Explanation
   a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
   b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

(i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-11.

(ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

32.0 **Not used**

33.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

34.0 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

35.0 **Not used**

36.0 Order of Precedence:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
b. Notice Inviting Tender (NIT)

c. Price Bid
d. Technical Conditions of Contract (TCC)—Volume-1A
e. Special Conditions of Contract (SCC) —Volume-1B
f. General Conditions of Contract (GCC) —Volume-1C
g. Forms and Procedures —Volume-1D

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure:

(i) Annexure-1: Pre Qualifying Requirements.
(ii) Annexure-2: Check List.
(iii) Annexure-3: Not Used
(iv) Annexure-4: Reverse Auction Process Compliance Form
(v) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
(vi) Annexure-6: RA Price Confirmation and Breakup
(vii) Annexure-7: Not Used
(viii) Annexure-8: Undertaking as per C4 of Annexure-1 i.e. PQR
(ix) Annexure-9: Declaration reg. Related Firms & their areas of Activities
(x) Annexure-10: Declaration reg. minimum local content in line with revised public procurement
(xi) Annexure-11: Declaration by the Contractor
(xii) Other Tender documents as per this NIT.

ANNEXURE - 1

PRE QUALIFYING REQUIREMENTS

JOB	**BALANCE WORKS OF ERECTION, TESTING, COMMISSIONING, TRIAL RUN, PERFORMANCE GUARANTEE TEST RUN (PGTR) and HANDING OVER OF AIR CONDITIONING SYSTEMS AT 1X75 MW HPCL VISAKH REFINERY MODERNISATION PROJECT (VRMP), VISHAKAPATNAM, ANDHRA PRADESH.**
TENDER NO	**BHEL/NR/SCT/HPCL VIZAG/AC SYSTEM/1264**

SL. NO.	NAME AND DESCRIPTION OF PRE-QUALIFICATION CRITERIA	BIDDER'S CLAIM IN RESPECT OF FULFILLING THE PQR CRITERIA
A	**TECHNICAL:** Bidder should have executed at least 1 work of Erection, Testing and Commissioning of Centralized Air Conditioning System (minimum 100 TR capacity of single machine) consisting of following equipments; i. Chiller Unit ii. Air Handling Units (AHU) iii. Piping iv. Ducting works ***Note:*** Bidder should have executed above mentioned works in any power plant or other areas like refinery/ steel/ process/ commercial.	**Applicable**
B **B-1**	**FINANCIAL:** **TURNOVER:** Bidders must have achieved an average annual financial turnover (Audited) of **INR 29.78 Lakh or more** over last three Financial Years (FY) i.e. (2018-2019, 2019-2020, 2020- 2021). Bidder shall submit the Audited Balance Sheet and Profit & Loss Account in support of this. ***Note:*** *1)* In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years. 2) If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.	**Applicable**
B-2	**NET WORTH**: Net worth (only in case of companies) of the bidder should be positive. ***Note:*** *Net worth shall be calculated based on the latest Audited Accounts, as furnished for 'C-1' above.* *Net worth = Paid up share capital + Reserves.*	**Applicable**
B-3	**PROFIT:** Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'C-1' above based on latest Audited Accounts. ***Note:*** *PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.*	**Applicable**

B-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect.	**Applicable**
C	Assessment of Capacity of bidder to execute the work as per clause 9.0 of NIT	**Applicable – By BHEL**
D	Approval of Customer ***Note:*** Name of Successful bidder shall be forwarded to customer for approval. Work shall be awarded only after approval of customer.	**Applicable – By BHEL**
E	Price Bid Opening ***Note:*** *Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to C*	**By BHEL**

Explanatory Notes for PQR Sl. No. "A":

1. 'Executed' means the bidder should have commissioned the system as per the technical criteria specified in QR as above, even if the total contract has not been completed or closed.

2. Bidder shall submit copy of minimum one PO/ WO along with supporting documents as proof of scope as mentioned at Sl. No. A (i) to (iv) and Commissioning/ Performance certificate against the said PO/WO.

3. Completion date for achievement of the technical criteria specified in the QR should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the "FY quarter of bid submission". (For e.g. – Work completed on 01.01.2014 shall be considered even if latest date of bid submission is 20.03.2021)

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

ANNEXURE - 2

CHECK LIST

NOTE: - Tenderers are required to fill in the following details and no column should be left blank

1	**Name of the Tenderer**			
2	**Address of the Tenderer**			
3	**Type of the Firm/ Company**			
(i)	In case of Individual Tenderer	His / her full name, address and place & nature of business shall be furnished along with the offer.		
(ii)	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 furnished along with the offer..		
(iii)	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.		
4.a	**Details of Contact person for this Tender**	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID:		
4.b	**Details of alternate Contact person for this Tender**	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID:		
5	**EMD DETAILS**	**Not Applicable**		
6	**Validity of Offer**	TO BE VALID FOR **SIX MONTHS** FROM DUE DATE		
	DESCRIPTION		**APPLICABILITY (BY BHEL)**	**ENCLOSED BY BIDDER**
7	Whether all pages of the Tender documents including annexures, appendices etc are read and understood		Applicable	YES / NO
8	Whether the format for compliance with **PRE QUALIFICATION CRITERIA** (ANNEXURE – 1) is understood and filled with proper supporting documents referenced in the specified format		Applicable	YES / NO
9	Audited Balance Sheet and profit & Loss Account for the last three years		Applicable	YES / NO
10	Copy of PAN Card		Applicable	YES / NO
11	Copy of GST registration		Applicable	YES / NO

SL. NO.	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
12	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.	Applicable	YES / NO
13	~~Integrity Pact (Annexure – 7 of NIT)~~	Not Applicable	YES / NO
14	Annexures – 5, 8, 9, 10 & 11 of NIT	Applicable	YES / NO
15	Offer forwarding letter / tender submission letter ***[Form No. F-01 (Rev 00)]***	Applicable	YES / NO
16	Declaration by Authorised Signatory ***[Form No: F-02 (Rev 00)]***	Applicable	YES / NO
17	Declaration by Authorised Signatory regarding Authenticity of submitted documents ***[Form No: F-02A (Rev 00)]***	Applicable	YES / NO
18	No Deviation Certificate ***[Form No: F-03 (Rev 00)]***	Applicable	YES / NO
19	Declaration confirming knowledge about Site Conditions ***[Form No: F-04 (Rev 00)]***	Applicable	YES / NO
20	Declaration for relation in BHEL ***[Form No: F-05 (Rev 00)]***	Applicable	YES / NO
21	Non-Disclosure Certificate ***[Form No: F-06 (Rev 00)]***	Applicable	YES / NO
22	Bank Account Details for E-Payment ***[Form No: F-07 (Rev 00)]***	Applicable	YES / NO
23	Format for seeking clarification ***[Form No: F-08 (Rev 00)]***	Applicable	YES / NO
24	Capacity Evaluation of Bidder for current Tender ***[Form No: F-09 (Rev 00)]***	Applicable	YES / NO
25	Power of Attorney for Submission of Tender/Signing Contract Agreement ***[Form No: F-25 (Rev 00)]***	Applicable	YES / NO
26	Analysis of Unit rates ***[Form No: F-26 (Rev 00)]***	Applicable	YES / NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE – 3

NOT USED

ANNEXURE - 4

Reverse Auction Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

- M/s. {*Service provider*
- *Postal address}*

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{……} dt. {…….}
This letter is to confirm that:

1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per *Annexure - 6* within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {*Service provider.}*

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:
Company / Organization:
Designation within Company / Organization:
Address of Company / Organization:

Sign this document and FAX/ email it to M/s *{Service provider}* at *{……..}* prior to start of the Event.

ANNEXURE – 5

Tender No. BHEL/NR/SCT/HPCL VIZAG/AC SYSTEM/1264

Authorization of representative who will participate in the on line Reverse Auction Process:

1	NAME OF THE BIDDER	
2	NAME & DESIGNATION OF OFFICIAL	
3	POSTAL ADDRESS (COMPLETE)	
4	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

ANNEXURE – 6

RA price confirmation and breakup
(To be submitted by L1 bidder after completion of RA)

To
- M/s. *Service provider*
- *Postal address*

CC: M/s BHEL
{Unit-
Address-}
Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

INR {_____in value & in words_____} for item(s) covered under tender enquiry No. {...} dt.{…}

Total price of the items covered under above cited enquiries is inclusive of {*Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {……} District,{……...} State and Type Test Charges etc., (exclusive of service tax)*, *other as per NIT*}

as our final landed prices as quoted during the Reverse Auction conducted today {*date*} which will be valid for a period of {___ **in nos. & in words** ___} days.

The price break-up is as given below.

========
Total - INR **in value & in words**
========

Yours sincerely,

For _____

Name:
Company:
Date:
Seal:

ANNEXURE – 7

NOT USED

ANNEXURE – 8

UNDERTAKING

(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/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: **BHEL/NR/SCT/HPCL VIZAG/AC SYSTEM/1264**

I/We, _____

declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Place:
Date:

ANNEXURE - 9

DECLARATION

Date: _____

To: _____
Address: BHEL,_____
_____
_____
_____
Email: _____

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _____ (NA, *if not applicable*)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
…		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____
Supplier Code: _____
Address: _____
_____
_____

Annexure-10

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

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

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref : 1) NIT/Tender Specification No: **BHEL/NR/SCT/HPCL VIZAG/AC SYSTEM/1264**
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by…… *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for **'Class-I local supplier' / 'Class II local supplier' **** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____

3. _____ 4. _____

…
…
…

Thanking you,
Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

****** - *Strike out whichever is not applicable.*

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

ANNEXURE-11

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

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

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref : 1) NIT/Tender Specification No: **BHEL/NR/SCT/HPCL VIZAG/AC SYSTEM/1264**
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT*); and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (*attach relevant valid registration, if applicable*)

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

(Signature, Date & Seal of
Authorized Signatory of the Bidder)

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

(Document No PS:MSX:TCC)

BHARAT HEAVY ELECTRICALS LIMITED

TECHINICAL CONDITIONS OF CONTRACT (TCC)

TENDER NO. BHEL/NR/SCT/HPCL VIZAG/AC SYSTEM/1264

FOR THE

"BALANCE WORKS OF ERECTION, TESTING, COMMISSIONING, TRIAL RUN, PERFORMANCE GUARANTEE TEST RUN (PGTR) and HANDING OVER OF AIR CONDITIONING SYSTEMS AT 1X75 MW HPCL VISAKH REFINERY MODERNISATION PROJECT (VRMP), VISHAKAPATNAM, ANDHRA PRADESH."

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301 (INDIA)

Sl No	DESCRIPTION	Chapter	PAGE NO.
	Contract specific details		
1	Project Information	Chapter-I	**4-4**
2	Scope of Works	Chapter-II	**5-13**
3	Facilities in the Scope of BHEL/Contractor	Chapter-III	**14-20**
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	**21-21**
5	Time Schedule	Chapter-V	**22-22**
6	Terms of Payment	Chapter-VI	**23-23**
7	Taxes and other Duties	Chapter-VII	**24-26**
8	Unprice Schedule & BOQ Cum Rate Schedule	Chapter-VIII	**27-31**
9	Annexures to the contract	Chapter-IX	**32**

TECHNICAL CONDITIONS OF CONTRACT (TCC) PART I

Chapter I: Project Information

Sl. No.	Title	Description
1.1	Owner	Hindustan Petroleum Corporation Limited.(HPCL)
1.2	Project Title	**1X75 MW HPCL VISAKH REFINERY MODERNISATION PROJECT (VRMP)**
1.3	Type of Project	Modernisation Project, Brown Field.
1.4	Location	Visakh Refinery, Visakhapatnam, Andhra Pradesh
1.5	Nearest road head	Visakhapatnam (15 Km), Nearest National Highway- NH5
1.6	Nearest Airport railway station	Nearest Airport Visakhapatnam (10 Km),
1.7	Nearest Railway station	Visakhapatnam (15 Km),
1.8	Ambient Temperature/ wind and Rainfall data	Maximum wind velocity is for cyclone prone region. Wind pressure shall be based on IS: 875 Ambient temperature – Maximum 45°C and minimum 12.5°C. Rainy Season- June, July during S/W monsoon. Also rain occurs in Nov. /Dec. at the time of N/E monsoon. Rainfall data for 1-hour period - 80 -100 mm Maximum Rainfall in 24-hour period - 293 mm Wind Velocity - Maximum 185 km/hr and minimum 1-5 km/hr.
1.9	Relative Humidity	Maximum 60% and minimum 95%

2.0	**SCOPE OF WORK**
2.1	BHEL has been awarded the work of **:** Project management, Process /Thermal / Hydraulic / mechanical design & engineering, procurement, manufacture /fabrication, testing, assembly, painting, packing & forwarding, transport, storage, erection, Site testing, Pre-commissioning and Commissioning of CPP Package of minimum 59.3 MW having GTG fuel as RLNG, Naphtha & HSD. The scope also includes site assembly, erection, site test, pre-commissioning, commissioning, performance guarantee, performance guarantee test run (PGTR) for complete package comprising of Gas Turbine Generator (GTG), Heat Recovery Steam Generator (HRSG), steam turbine Generator (STG), BOP packages, 66 kV Gas insulated switchboard, 33kV Gas insulated switchboard and 11 kV switchboard along with associated auxiliaries and accessories, 220/33 KV Transformers, 220/66 KV Transformers, civil, structural works, piping, insulation, electrical, instrumentations & control & all works etc. as required to complete the job in all respects.
2.2	The work under this contract scope shall cover completion of balance works of erection, testing, commissioning, trial run, performance guarantee test run (PGTR) and handing over of air conditioning systems at 1x75 MW HPCL VISAKH Refinery Modernisation Project (VRMP), Vishakapatnam, Andhra Pradesh.
2..1	**The scope under this contract was part of the composite scope of works awarded to another BHEL vendor at Vizag executing the Air Conditioning System Package. Some of the AC system works such as erection of ducting, insulation of instruments, cladding, erection and placement of equipment etc. have been carried out at site and at yard. On site mobilization, the vendor of this contract scope will have to make a joint records of the works completed with BHEL and shall have to continue works on as is where is basis.** **It is advisable that the bidder shall visit the site before bidding to take actual stock of the working situations of the site w.r.t work processes, safety requirements, gate entry exit etc. to name a few.** ***THE EXISTING CONTRACTOR PRESENTLY EXECUTING THE TENDERED SCOPE OF WORK AT HPCL VIZAG SITE SHALL NOT BE ELIGIBLE TO QUOTE IN THIS TENDER.**

2.3	The broad scope of works based on the current requirement and to meet milestone achievement shall include following air-conditioning works: I. Erection of duct supports includes anchor fasteners, tie rod, painted angle as per duct size, washer, nut etc. II. II. Erection of duct on support includes duct with neoprene gasket, application of sealant at joint (as per EIL specification) for leak proof. III. Erection of fire damper and volume control damper with all accessories and hardware. IV. Smoke test of entire erected duct. V. Fixing of self-adhesive insulation pin VI. Application of CPRX (EIL approved) adhesive on duct. VII. Application of insulation (thermal/acoustic) on duct. Aluminum tape 75mm wide to be use at insulation joint. After application of insulation non-woven glass cloth will be apply with shalikote adhesive material for protection of duct insulation. VIII. Cladding sheet will be placed over insulation with appropriate screw arrangement where false ceiling is not provided over the ducting. IX. Installation of supply air grille/diffusers and return air grille with complete hardware. X. All Inter-connecting piping fabrication, erection, painting like chilled water, cooling water, instruments air, LP steam, condensate, drain, valves, fittings etc. for all services required for complete central AC system. For expansion tank, condensate storage tank, supply and return line with necessary insulation (hot/cold) with cladding as required with necessary adhesive and support structure (Chilled water, condensate transfer, make- up water, LP Steam, cooling water, drain water, over flow , IA, PA etc.) will be inclusive in this scope of work. XI. Testing of piping like hydro test, pneumatic test, NDT(DP/RT test) etc XII. All manpower, T&Ps, consumables includes fixing hardware i.e movable scaffolding, fixed type scaffolding, smoke gun, welding machine, grinding/cutting machine, drill machine, fabrication tool, nut, bolt gasket, anchor-fasteners, cutting wheel, paint/adhesive paint, aluminum tape 75mm wide, wrench, spanners whatever required for completion of job will be arranged by vendor. XIII. Vendor will arrange at own cost of drinking water, safety PPEs and other facilities like toilet. XIV. Electricity will be provided by BHEL on chargeable basis. BHEL provide a single source of power and vender has arranged cable to draw electricity from the allotted source point to destination point. XV. Complete Ancillaries items related to Ducting/ insulation (ducting + piping)/acoustic/Cladding/corners/cleats/screws/neoprene gaskets/ sealant/ CPRx/ salicotte / non-oven cloths/sealing tape etc will be in scope of vendor. XVI. Movable-scaffolding- minimum 2 nos to be arranged by vendor. XVII. Fixed scaffolding (APR) is in scope of vendor.

	XVIII. Vendor on chargeable basis will carry out any requirement generated for completion of work not related to the scope mentioned above. XIX. All balance works of erection, testing, commissioning, trial run, performance guarantee test run (PGTR) and handing over of air conditioning systems is in bidder scope and this work will be carried out in-line with **Technical specification Doc. No.:PY51417 (Attached Separately)** Above work is indicative and tentative. The actual work is based on the measurement and may be some minor deviation occur at site. No compensation becomes payable in case the variation of the final executed contract values.
2.4	Contractor to co-ordinate with BHEL site engineer/Concerned agency for taking delivery of the materials from the project storage yard /stores /sheds to erection site.
2.4.1.1	Bidder to note that any inadvertent omission in this scope of work shall not absolve contractor of his responsibility for executing any ETC work related to the completeness of the project, regarding the packages of this contract scope.
2.4.1.2	BHEL reserves the right of adding or excluding any components/ items / systems according to the site requirements/ customer requirements to complete various systems in all respects. Any other systems / components which are integral to the scope of work of this contract and whose details may have been missed in this tender but are supplied by the manufacturing units/PESD/BOI shall also be erected and commissioned by the contractor. Payment shall be as per the related/similar item of the rate schedule, if not defined elsewhere in TCC. Decision of Package In-charge in this regard shall be final and binding.
2.4.1.3	Void
2.4.1.4	Preservation, safekeeping, watch and ward of the material at site.
2.4.1.5	During trial run, resolving any deficiencies observed and handing over of Air Conditioning system of this contract scope to customer.
2.5	Completion of all punch points and assistance in handing over of unit to customer. Execution of all Mechanical jobs identified during OWNER Technical audits, check list of pre-commissioning and commissioning.
2.5.1	Unit trial operation and handing over of equipment's of this contract scope and resolving any deficiencies observed during handing over. Assistance during trial operation of 1X75MW CPP as a whole system.
2.5.2	Contractor shall arrange scaffolding pipes for temporary platform required for erection & commissioning works of equipment. All scaffolding pipes shall be painted with brown color (or as per EIL req.) before use at site.
2.5.3	The contractor shall carry out erection and testing as per site quality plans.

2.6.	The customer or their Consultant will depute their representative for checking and supervision of important stages of work. The contractor shall be required to provide all facilities for inspection of works, without any cost implications to the BHEL. Any defect in quality of work or deviations from drawings / specifications pointed out during such inspection shall be made good by the contractor in the same way as if pointed out by the BHEL Engineer, without any cost implication to BHEL.
2.7	**SITE VISIT**
2.7.1	Contractor should visit site and acquire full knowledge and information about site conditions. The bidder must visit site, to acquaint themselves with the conditions prevailing at site and in and around the plant premises, together with all statutory, obligatory, mandatory requirements of various authorities before submission of bid.
2.8	**BUILT CLEAN CONCEPT**
2.8.1	Contractor shall ensure at all times that the work area & approach/ access roads are free from accumulation of scrap/ water etc. so that the materials are safe and the erection/ progress schedule are not affected. Contractor shall return/dispose scrap in line with conditions of contract and No separate claim in this regard shall be admitted by BHEL.
2.9	**Contractor shall ensure the following:**
2.9.1	Contractor has to maintain contact with local hospital having ambulance facility, scanning and other ultramodern medical facilities required during emergency.
2.9.2	Contractor has to ensure pre-employment medical check for all staff & workers
2.9.3	Contractor has to ensure that adequate First Aid facilities available at work site for emergency purpose.
2.10	**The contractor shall comply with following towards Social Accountability:**
2.10.1	The contractor shall not employ any child labour in pursuant to ILO convention. If any child labour were found to have been engaged, the Contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
2.10.2	The contractor shall not engage Forced/ Bonded Labour and shall abide by abolition of Bonded Labour System (Abolition) Act, 1976.
2.10.3	The contractor shall maintain Health & safety requirement as stipulated in the Contract and Contract Labour (Regulation & Abolition) Act, 1970.
2.10.4	The Contractor shall abide by UN convention w.r.t. Human Rights and shall be liable for Discrimation / Corporal punishment for failure in meeting with relevant requirements.
2.10.5	The Contractor shall abide the requirement of Contract Labour (Regulation & Abolition) Act, 1970 for working hours.

2.10.6	The Contractor shall abide by the Statutory requirement of Minimum Wages Act 1948, payment of Wages Act 1936.
2.10.7	The Contractor shall arrange potable drinking water to its employees & workers.
2.11	**SITE ORGANISATION**
2.11.1	The contractor shall provide adequate staffing in the following areas in addition to the staffing requirements of execution as instructed/informed by BHEL: 1-Overall planning, monitoring & control – The person responsible shall be responsible for submitting weekly/monthly work schedules with resource) (material , manpower &T&P) planning to achieve the weekly /monthly targets as derived from WRM/MRM between customer /EIL and BHEL over and above any other commitments of BHEL with customer. 2-Quality control and quality assurance- These are very important aspects of the work. The persons deployed shall be subject experts with previous site/construction experience in NDT. 3-Materials management. 4-Safety, fire & security- The persons deployed shall have a diploma/degree in safety with previous experience of handling safety function in construction. 5-Industrial relations and fulfillment of labour laws and other statutory obligations.
2.11.2	The contractor shall maintain a site organization of adequate strength in respect of manpower, construction machinery and other implements at all times for smooth execution of the contract. This organization shall be reinforced from time to time, as required to make up for slippage from the schedule without any commercial implication to BHEL. The site organization shall be headed by a competent resident construction manager having sufficient authority to take decisions at site.
2.11.3	On award of contract, the contractor shall submit to BHEL site organization chart indicating the various levels of experts to be deployed on the job. BHEL reserves the right to reject or approve the list of personnel proposed by the Contractor. The persons, whose bio-data have been approved by BHEL, will have to be posted at site and deviations in this regard will not generally be permitted.
2.11.4	The contractor should also submit to BHEL for approval a list of construction equipment, erection tools, tackle etc. prior to commencement of site activities in consultation with BHEL. These tools & tackles shall not be removed from site without written permission of BHEL
2.11.5	The organization chart for site should indicate the various levels of experts to be posted for supervision in the various fields in erection, commissioning etc as applicable. For proper supervision of the work, the contractor shall ensure providing one qualified supervisor against deployment of every 15 workmen.

2.12	**ERECTION SCHEDULE**
2.12.1	***Contractor shall submit within 05 days of LOI date***, detailed program (L2 schedule) of construction / erection / commissioning along with matching resources T&P Deployment and manpower deployment schedule for approval to Site In-Charge/Project Manager-Noida. L2 schedule shall be the working level document demonstrating contractor's ability and methods of completing the work within the key milestones identified in the tender specification These program would be amplified showing start of erection and subsequent activities and shall form the basis for site execution and detailed monitoring***, The weekly rolling program with the first week's program being tentative based on the site conditions would be prepared based on these program.*** The Contractor shall also be involved along with the Customer/BHEL to tie up detailed resource mobilisation plan over the period of time of the contract matching with the performance targets.
2.12.2	The program would be jointly finalised by the site in-charge of the contractor with BHEL/Customer's project coordinator as well as the site planning representative. The erection program will also identify the sequential erectable tonnages
2.12.3	Contractor shall submit daily work program based on above schedule. Deferment of above schedule is not acceptable. Contractor will adhere to schedule & augment resources to ensure completion as per schedule.
2.12.4	**Bidder shall note that as the place of work is inside operational refinery campus, being manned by CISF, all necessary system related to entry of men, vehicle, material, safety & security systems, work permit system etc. as applicable will have to be followed by the contractor**. **Accordingly, contractor shall deploy responsible person for getting permissions/gate passes, who is well acquainted with the working system of refinery and there are no hindrances in achieving work progress, due to lack of knowledge of the system or non-compliance leading to delays in approvals etc.** **CONTRACTOR shall abide by all safety regulations of the plant. The work shall be carried out inside the plant as per safety practices enforced by BHEL/EIL/HPCL safety section and instructions of Engineer-in-charge issued from time to time.**
2.13	**General details regarding the scope of work**
2.13.1	These are the general details of the work and it is not the intent to specify herein all details of material/scope of work. Any item related to this work not covered, but necessary to complete the system will be deemed to have been included in the scope of the work.

2.13.2	All the work shall be carried out as per instructions of BHEL engineer. BHEL engineer's decision regarding the correctness of the work and method of working shall be final and binding on the contractor
2.13.3	Contractor shall erect all items/materials etc. as per sequence prescribed by BHEL at site. BHEL engineer depending upon the availability of materials/work fronts etc. will decide the sequence of erection/commissioning. No claims for extra payment from the contractor will be entertained on the grounds of deviation from the methods of erection/commissioning adopted in erection/commissioning of similar job or for any reasons whatsoever.
2.13.4	Site testing wherever required shall be carried out for all items/materials installed by the contractor to ensure proper installation and functioning in accordance with drawings, specifications and manufacturer's recommendations.
2.13.5	Contractor shall co-ordinate and be responsible for satisfactory testing, pre commissioning, commissioning and trial run of the connected equipment under overall guidance of BHEL and shall locate any cause of malfunction and rectify the same for proper operation. Testing shall also include any additional tests, which the Engineer feels necessary because of site conditions/customer requirements and also to meet system specification.
2.13.6	The work shall be executed under the usual conditions prevailing in power plant construction and in conjunction with other operations and contracting agencies at site. The contractor and his personnel shall co-operate with the personnel of other agencies, co-ordinate his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
2.13.7	Void
2.13.8	Contractor shall take delivery of item, materials, from the storage yard / stores/ sheds of BHEL within/outside plant premises after getting approval of engineer / customer in the prescribed indent forms of BHEL / customer. Contractor shall make arrangements for, safe custody, watch and ward of equipment after it has been issued to him till they are fully erected, tested and commissioned till the contract period. The contractor shall note that items/materials shall be transported to erection site / assembly yard etc. by
	the prescribed route without disturbing and causing damage to other works in the most professional manner. All items, Hardware, etc. shall be stored in appropriate manner as per BHEL's instructions.
2.13.9	After completing all the works, contractor shall hand over all remaining extra materials with proper identification tags in packed condition to BHEL stores. In case of any use over actual design requirements, BHEL reserves the right to recover the cost of material used in excess or misused. Decision of BHEL engineer in this regard will be final and binding on the contractor.
2.13.10	Contractor shall retain all T&P/ Testing instrument/Material handling instrument etc. at site as per advice of BHEL engineer and same shall be taken out from site only after getting the clearances from engineer in charge
2.13.11	Contractor shall remove all scrap materials periodically generated from his working area in and around power station and collect the same at one place earmarked for the same. Load of scraps is to be shifted to a place earmarked by BHEL outside the plant (in BHEL store yard at BHVP). Failure to collect the scrap is likely to lead to accidents and as such BHEL reserves the right to collect and remove the scrap at contractor's risk and cost if there is any failure on the part of contractor in this respect. All the package materials, including special transporting frames, etc. shall be returned to the BHEL stores / customer's stores by the contractor.

2.13.12	Contractor at his cost shall arrange necessary security measures for adequate protection of his machinery, equipment, tools, materials etc. BHEL shall not be responsible for any loss or damage to the contractor's construction equipment and materials. The contractor may consult the Engineer-in-Charge on the arrangements made for general site security for protection of his machinery equipment tools etc.
2.13.13	Contractor shall ensure that his premises are always kept clean and tidy to the extent possible. Any untidiness noted on the part of the contractor shall be brought to the attention of the contractor's site representative who shall take immediate action to clean the surroundings to the satisfaction of the Engineer-in- Charge.
2.13.14	Contractor may have to execute work in such a place and condition where other agencies also will be under such circumstances.
2.13.15	Scope of work covered under this specification requires quality workmanship, engineering and construction management. The contractor shall ensure timely completion of work. The contractor shall have adequate tools, measuring instruments, calibrating equipment etc. in his possession. He shall also have adequate trained, qualified and experienced engineers, supervisory staff and skilled personnel. The manpower deployed by contractor shall match with above scope of works.
2.13.16	All the surplus, damaged, unused materials, package materials, containers, special transporting frames, etc. shall be returned to the BHEL stores / customer's stores by the contractor.
2.13.17	Any wrong erection shall be removed and re-erected promptly to comply with the design requirements to the satisfaction of Site Engineer and no compensation shall be payable in case fault of contractor.
2.13.18	All the Fixtures including omega lugs etc., scaffolding materials, concrete block supports, steel structures required for temporary supporting, preassembly, installation, welding, lifting and handling or checking etc. during pre-assembly and erection shall be arranged by contractor at his cost.
2.13.19	All works such as cleaning, checking, levelling, blue matching, aligning, assembling, welding, temporary erection for alignment, dismantling of certain equipment for checking / cleaning, surface preparation, fabrication at site, cutting, grinding, straightening chamfering, filing, chipping, drilling, reaming, scrapping, machining, surface grinding, shaping, fitting up including NDT & PWHT etc. as may be applicable in such erection works are to be treated as incidental to erection and necessary to complete the work satisfactorily and shall be carried out by the contractor as part of the work, as per requirement.
2.13.21	It shall be the responsibility of the contractor to provide prefabricated ladders including materials at his cost on columns for initial work till such time stairways are completed. No temporary welding on any structural member is permitted except under special circumstances with the approval of BHEL.
2.13.22	BHEL will provide vendor's technical support for commissioning of various proprietary type special instruments/systems like Analysers etc if required. The contractor shall carry out the works as per instructions of BHEL/ Vendor Engineer.
2.13.23	No members of the ladder/structure/platform should be cut without specific approval of BHEL. In case it is necessary to cut, the contractor shall rectify / repair in a manner acceptable to BHEL/ customer without any additional cost.
2.13.24	As various vendors are working in the CPP, therefore the vendors will have to coordinate with other vendors for timing the transportation, unloading and erection works.

2.13.27	Adjustments like removal of ovalities in pipes and opening or closing the fabricated bends of piping to suit the layout shall be considered part of the work and the contractor is required to carry out such work within the finally accepted price / rates as per instructions of BHEL, which shall include specified heat treatment & NDT procedures etc.(If required)
2.13.29	Pipes sent in running lengths shall be cut to suit the site conditions and the layouts.
2.13.35	No temporary supports should be welded on the pipe. Welding of temporary supports / cleats etc., on main columns should be avoided. In case of absolute necessity prior approval from BHEL Engineer will be obtained by contractor.
2.14	In case of any contradiction in GCC, SCC and TCC, TCC shall prevail over GCC & SCC.
2.15	Unloading of heavy or OD consignments directly from trailers by suitable crane or by jack and sleeper method at the location decided by BHEL Engineer shall be carried out by the contractor within the quoted rate (if applicable for this contract).
2.16	As per the site requirement, material may have to be shifted from originally unloaded /stacked locations to other locations within the project premises as per the instructions of the BHEL Engineer. This may involve loading of such material onto a trailer, shifted to a new location and unloading/stacking including proper inscription of identification marks if needed. No re-shifting/restacking of the material shall be allowed without prior approval of the BHEL Engineer. No claim in this regard is admissible.
2.17	Payment of all demurrage that are due to contractor's fault, would be the responsibility of contractor and to his account. If BHEL has to make payment of demurrage / along with freight, the amount so paid as demurrage, for the reasons stated above, shall be paid by the contractor forthwith or would be recovered from bills of the contractor.
2.18	If the contractor or his workmen shall break, deface injure or destroy any part of a building, road, Serbs, fenced enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, stored components or any other property or to any part of erected equipment etc., the contractor shall make the same good at his cost or in default the Engineer may cause the same to be made good by other workmen/agency or by other means and deduct the expense (of which the BHEL Engineer's decision is final) from any sum that may be then or at any time thereafter become due to the contractor or from his security deposit or any other money due.

3.0	**FACILITIES IN THE SCOPE OF BHEL/CONTRACTOR**			
S.No.	**Description**	**Scope /to be taken care by**		**Remarks/ Conditions**
		BHEL	**Contractor**	
3.1	**ESTABLISHMENT**			
3.1.1	**FOR CONSTRUCTION PURPOSE**			
3.1.1.1	Open space for office in HPCL Project site Premises	**YES**		Limited space (free of charge).As and where made available by BHEL/HPCL for placement of Porta Cabin.
3.1.1.2	Open space for office outside Project site		**YES**	Vendor has to hire/ lease an office, outside plant for its operations at his cost.
3.1.1.3	Open space for storage cum Fabrication yard		**YES**	Vendor has to hire/lease a storage/fabrication area for its material/T&P, outside plant for its operations at his cost. These T&P/ material can only enter plant as per their requirement on Just in Time (JIT) concept.
3.1.2	**FOR LABOUR COLONY**			
3.1.2.1	Open space		**YES**	Contractor have to make their own arrangement
3.2	**ELECTRICITY**			
3.2.1	Electricity for construction purposes (chargeable)			
3.2.2	Single point source		**YES**	Contractor will have to arrange for DG sets of adequate capacity for meeting its Power requirement. All the provisions as per HPCL/EIL requirement for setting up of DG sets and further distributions of power are to be adhered.

3.2.3	Single point source by BHEL	**YES**		If available, BHEL may supply excess power or single point source on chargeable basis as per the prevailing rates of power provided by HPCL (Rs. 12 per KW hour) or prevalent HPCL rate or as decided by BHEL in case the same is provided from BHEL DG sets. This provision will only be exercised in case of availability with BHEL. BHEL is not liable to provide any power.
3.2.4	Further distribution for the work to be done which include supply of materials & execution		**YES**	HPCL/EIL guidelines to be adhered to for such works inside refinery
3.2.5	Electricity for the office, stores, canteen etc of the bidder which include:		**YES**	
3.2.6	Distribution from single point including supply of materials & service		**YES**	HPCL/EIL guidelines to be adhered to for such works inside refinery
3.2.7	Supply, Installation & connection of material of energy meter including operation & maintenance		**YES**	HPCL/EIL guidelines to be adhered to for such works inside refinery
3.2.8	Duties & deposits including statutory clearances for above		**YES**	
3.2.9	Demobilization of the facilities after completion of works		**YES**	
3.2.10	Electricity for living accommodation of the bidder's Staff, engineers, supervisors etc. on the above Lines		**YES**	Contractor has to make its own arrangement.
3.3	**WATER SUPPLY**			
3.3.1	**FOR CONSTRUCTION**			
3.3.1.1	Making the water available at single point		**YES**	Contractor will have to make his own arrangements for supply of water for construction. All pumping installations, piping connections, storage facility are to be carried out by the Contractor at his own cost.

3.3.1.2	Further distribution as per the requirement of work including supply of materials & execution		**YES**	
3.3.1.3	Potable water for the workers at site		**YES**	**To be arranged by Contractor**
3.3.2	**FOR HYDRO TEST/ PRE- COMMISSIONING (If Requird)**			
3.3.2.1	DM water and water for Hydro Testing	**Yes**		DM Water & Water Required during Pre-Commissioning, Hydro testing shall be provided by BHEL/ HPCL on free basis.
3.3.3	**FOR LABOUR COLONY**			
3.3.3.1	Making the water available at single point		**YES**	Contractor has to make its own arrangement
3.4	**LIGHTING**			
3.4.1	For construction work 1. At site office 2. At construction site/area		**YES**	**Related HPCL/EIL instruction and norms to be followed**
3.4.2	1. At office cum fabrication yard cum storage area outside plant premises.		**YES**	
3.4.3	Providing the necessary consumables like bulbs, tube lights, Switches, etc. for maintaining the lighting system		**YES**	
3.5.0	**Communications facilities for site operations of the bidder**			
3.5.1	Telephone/mobile, fax, internet, email etc.		**YES**	Contractor shall visit site and accordingly arrange for suitable communication devices as permitted inside HPCL Visakh Refinery
3.6.0	**Compressed Air for Construction work**			
3.6.1	Supply of compressor and all other equipment required for compressor & compressed air system including pipes, valves, storage system etc.		YES	

3.6.2	Installation of the above system and operation & maintenance of the same		YES	
3.6.3	Supply of all the consumables for the above system during the contract period.		YES	
3.7.0	**ERECTION FACILITIES**			
3.7.1	Providing erection drawings for all the Equipment's covered under this scope	YES		
3.7.2	Drawings for construction method	YES	YES	
3.7.3	As-built-drawings-where ever deviations observed & executed and also based on Decisions taken at site.	YES	YES	Inputs to be provided by Contractor
3.7.4	Shipping lists etc. for reference & planning the activities	YES		In consultation with BHEL
3.7.5	Preparation of site erection schedules/ procedures and other input requirements	YES	YES	Contractor to submit erection schedule based on L3 schedule/ customer milestone dates.
3.7.6	Review of performance & revision of site erection schedules in order to achieve the end dates & commitments	YES	YES	Contractor to revise erection schedule based on review of progress and customer milestone requirements.
3.7.7	Weekly erection schedule		YES	To be submitted on last day of previous week.
3.7.8	Daily erection/work plan		YES	Submitted by EOD for next day.
3.7.9	Preparation of facilities for preassembly		YES	Pre-assemblies to be done in their own pre-fab yard or in case BHEL yard, if BHEL provided land. Development of such land for the works will be in the scope of the vendor.

3.8.0	**Notes:**			
3.8.1	Contractor has to make arrangement of adequate Diesel Generator for which no separate payment shall be made by BHEL However, 415V construction Power is being provided by customer at one point within the CPP, on chargeable basis. Bidder has to make his own distribution arrangement to draw electricity. BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of power supply / variation in voltage level and no compensation for delay in work can be claimed by the contractor due to such non-supply on the grounds of idle labour, machinery or any other grounds. The bidder will have to procure & install adequate area illumination system during construction right from start of his work. This system will include temporary pole lighting, portable lighting towers with sufficient DG back-up for area lighting at different working areas for execution of the work & safety of workmen within the quoted rate. The illumination should be such that minimum illumination requirement as specified in specification or any-where for general illumination is maintained			
3.8.2	The contractor should ensure that the work in critical areas is not held up in the event of power breakdown. In the event of breakdown in the electric supply, if the progress of work is hampered, it will be the responsibility of the contractor to step up the progress of work after restoration of electric supply so that overall progress of work is not affected.			
3.8.3	The bidder shall have to provide earth leakage circuit breaker at each point wherever human operated electrical drives / T&Ps are deployed.			
3.8.4	BHEL will not be responsible for any loss or damage to the contractor's equipment as a result of variation in voltage or frequency or interruptions in power supply.			
3.8.5	The Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. at his own cost as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.			
3.8.6	Provision of distribution lines of both electrical power and water from the central points to the required place with proper distribution boards observing the safety rules laid down by the electrical authorities and HPCL/EIL guidelines for such work in the refinery shall be taken care by the contractor. Supply of all the materials like cables, distribution board, switch boards, TPN, CBS, ELCBS/ MCCBS/ Copper / Brass clamps, copper conductor, change over switches pipes etc. at his own cost. If any failure is caused in supply of the power and water, it is the responsibility of the contractor to make alternate arrangements at his cost. The contractor shall adjust his working shifts / hours accordingly and deploy additional manpower if necessary so as to achieve the targets. **The energy meter to be installed by the contractor & shall be tested and certified by State Electricity Board or any other agency approved by the HPCL/EIL at his cost.**			
3.8.7	The contractor while drawing construction power supply from Distribution Board should strictly adhere to following points.			
3.8.7.1	All electrical installations should be as per Indian Electricity rules.			

3.8.7.2	All distribution Boards installed by the contractor should be constructed with fireproof materials viz. Steel frames, Bakelite sheets etc.
3.8.7.3	Connection for single phase should be taken from phase and neutral. Nowhere the connection should be taken with earth as neutral.
3.8.7.4	All electrical connections should be made through connectors, nuts and bolts, switches, plug and sockets. Loose connections or hooking up of wires shall not be permitted.
3.8.7.5	Contractor has to make their own earthing arrangement for their equipment / DB earthing.
3.8.7.6	All electrical equipment / tools and plants should be properly earthed. DBs to be earthed diagonally opposite at two points.
3.8.7.7	Contractor should use “MCCB” and “ELCB” either on incoming or outgoing connections to the DBs.
3.8.7.8	Contractor should ensure that all the CBs / TPNs/ Fuses/ MCCB / ELCB cables etc. should be of adequate rating/ capacity.
3.8.7.9	For permission of supply connections contractor has to submit a test report of their installations with a single line diagram of connected/ proposed loads.
3.8.7.10	ELCB will be tested once in a week or as directed by BHEL/HPCL/EIL by actually simulating the earth leakage for all installations and the same shall be recorded in the logbook to be maintained by the contractor.
3.8.7.11	The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that an average power factor does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, contractor will reimburse to the BHEL/HPCL at the penal rate determined by the M/s HPCL for all units consumed during the month.
3.8.7.12	In case, power is supplied by the OWNER/ BHEL to the CONTRACTOR ; it shall be entirely at the risk of the CONTRACTOR as to the continuity and regularity of supply, maintenance of voltage and adequacy of load and frequency without any warranty by or liability of the OWNER in respect thereof and without entitlement to the CONTRACTOR for any compensation, damages, extension of time or otherwise on ground of grid disturbances, discontinuance, fluctuation of voltage or inadequacy of load or frequency or any other cause whatsoever.
3.8.7.13	All electrical installation shall be as per the safety guidelines for working in refineries and as per M/s EIL/ HPCL guidelines for such work. No deviation in this regard shall be acceptable.
3.8.7.14	In case of power cuts / load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.
3.8.7.15	On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and leveled and debris shall be removed, as per instructions of BHEL, by the contractor at his cost. In the event of his failure to do so, the Engineer will get it done and expenses incurred shall be recovered from the contractor along with prevailing overheads. The decision of BHEL Engineer in this regard shall be final.

3.8.8	**WATER**
3.8.8.1	No water is available inside the plant. Contractor has to bring construction & drinking water required for their work from outside. BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of water supply. Contractor may make standby arrangement for water for which no separate payment shall be made by BHEL.
3.8.8.2	Contractor will have to arrange for storage of water to meet the day-to-day requirement. Bidder will ensure adequate supply of construction water to meet the requirement.
3.8.8.3	Water for erection, pre-commissioning and commissioning shall be provided by BHEL.

4.0	**TOOLS & PLANTS**
4.1	All the tools and plants, machines, accessories & consumables required for execution of modification/rectification work shall have to be provided by the contractor.
4.2	Providing all special tools & tackles and services necessary for the satisfactory execution of the contract.
4.3	**No T&P shall be provided by BHEL**

5.0	**TIME SCHEDULE**
5.1	The contractor is required to commence the work within 05 days from the date of issue of letter of intent (LOI) unless BHEL decides to fix any other later date. However, the actual date of start of work, to fix up the zero date of the contract, will be certified by BHEL Engineer after adequate mobilization of manpower and T&Ps (as required for finalisation of Zero date) by the contractor.
5.2	Entire work as detailed in the tender specifications shall be completed within **03 months** from the Zero date as per programme / milestones indicated by BHEL Engineer. Contractor has to mobilise adequate resources to meet BHELs commitments to their customer as indicated from time to time.
5.3	Entire work shall be carried out in accordance with the broad schedule units as furnished below, within the stipulated completion period. This schedule will undergo review on regular basis by HPCL/EIL and BHEL. Based on achieved progress vis-à-vis project requirement, contractor shall be provided with the revised Erection schedule by BHEL/ HPCL. The contractor will have to submit a program for E&C to meet the revised project schedule and accordingly augment his manpower/T&P at no extra cost to BHEL.
5.4	**Schedule of Work**
5.4.1	Weekly/monthly Schedule of work will be finalized at site in consultation with BHEL engineer and contractor.
5.4.2	Contractor shall plan their work in such a manner so as to meet the above project schedule, in consultation with BHEL/ customer. To achieve the above schedule contractor shall work in the all the available fronts concurrently and be prepared for working in the shift operation as per the instruction of BHEL Engineer. All formalities regarding permissions/gate passes for shift working are to be applied in time in line with HPCL/EIL requirements.
5.4.3	Completion of facilities shall be completed in all respects only when on successful erection, trial run of individual equipment's and successful commissioning, trial operation, attending punch points ,handing over of the AC System unit to the customer.
5.4.4	The work under the scope of this contract shall be deemed to have been completed in all respects only when so certified by BHEL. The decision of BHEL shall be final and binding on the contractor.
5.4.5	If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, the contractor shall request for an extension of the contract and BHEL at its discretion may grant time extension for the contract as per GCC.

6.0	**TERMS OF PAYMENT**
6.1	The bills along with supporting papers like measurement/erection protocol duly signed by BHEL engineer has to be submitted on monthly basis and the Payment will be made within 30 days from the date of submission of the bills, complete in all respects. However, no interest shall be payable for delay in making the payment.
6.2	The 'Engineer' will certify the actual work executed in the measurement books and bills, which shall be accepted by the contractor in measurement book.
6.3	Contractor shall submit bills for the work completed under the specification, once in a month detailing work done during the month. The format for billing shall be approved by BHEL before raising invoices.
6.4	Such payment as above shall be effected on pro-rata basis only on certification by BHEL engineer against completion of work in all respect as per EIL specification. All work/checks will be certified on the basis of EIL's approved air-conditioning specification. Payment Schedule: 1)- 80% payment on pro-rata basis for the work completed, as per approved billing schedule and shall be released on submission of supporting papers like measurement/erection protocol duly signed by BHEL engineer. 2)-10% of the total value shall be released on successful commissioning of the complete system on submission supporting papers like commissioning protocol duly signed by BHEL engineer. 3)-10% of the total value shall be released on successful completion of PG/Demonstration test and handing over of system/package to the customer/owner on submission supporting papers like site certified protocols/PG test Reports/Commissioning Certificate/handing over certificate duly signed by BHEL engineer.
6.5	The payments are subject to any deduction, which BHEL may be required to make under the Contract.
6.6	**GURANTEE PERIOD SHALL BE CONSIDERED AS 3 MONTHS AFTER COMPLETION OF WORK**.
6.7	**PRICE VARIATION COMPENSATION (PVC) & OVER RUN COMPENSATION (ORC):** Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible during the currency of the contract. Over Run Compensation is not applicable for this package.
6.8	**PENALTY** / **LIQUIDATED DAMAGES:** As per GCC cl. 2.7.9
6.9	**REVISION ON ACCEPTED CONTRACT RATE AND VALIDITY OF UNIT RATES** No revision of rate shall be applicable in the event the completion period is extended for any reason whatsoever. Unit rates of detailed BOQ list, where applicable, shall be valid till contract completion.

7.0	**TAXES & DUTIES**
7.1	The contractor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. However, provisions regarding **GST** on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.
7.2	**GST (Goods and Services Tax)**
7.2.1	GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be **exclusive** of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
7.2.2	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Contractor.
7.2.3	Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.
7.2.4	Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
7.2.5	Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
7.2.6	Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.
7.2.7	Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.

Chapter VII: TAXES AND DUTIES

7.2.8	Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: - a. Supply of goods and/or services have been received by BHEL. b. Original Tax Invoice has been submitted to BHEL. c. Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order. d. In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder. e. Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return. f. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor. Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.
7.2.9	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.
7.2.10	TDS as applicable under GST law shall be deducted from contractor's bill.
7.2.11	Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills , road permits etc. required for transportation of goods needs to be arranged by the contractor.
7.2.12	Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
7.2.13	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.
7.2.14	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to noncompliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
7.2.15	In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.

7.2.16	Variation in Taxes & Duties: Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only.
	In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
7.3	Income Tax: TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.
7.4	**BUILDING & OTHER CONSTRUCTION WORKERS WELFARE CESS:** BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.
7.4.1	In case Building & Other Construction Workers welfare Cess is applicable, the applicable cess will be paid extra at actual against the documentary proof of submission of BOCW to relevant authority.

ANNEXURE-A

UNPRICED RATE SCHEDULE

8	Total Price for BALANCE WORKS OF ERECTION, TESTING, COMMISSIONING, TRIAL RUN, PERFORMANCE GUARANTEE TEST RUN (PGTR) and HANDING OVER OF AIR CONDITIONING SYSTEMS AT 1X75 MW HPCL VISAKH REFINERY MODERNISATION PROJECT (VRMP), VISHAKAPATNAM, ANDHRA PRADESH."		
ITEM NO.	**DESCRIPTION OF WORK**	**Total**	**TOTAL VALUE in INR (IN FIGURES AND WORDS)**
8.1	**GRAND TOTAL PRICE FOR THIS WORK (A)**	**100%**	
Notes:			
8.1.1	BIDDER'S QUOTED GRAND TOTAL PRICE AT SL NO 8.1 ABOVE SHALL BE TAKEN INTO ACCOUNT FOR EVALUATION AND AWARDING AND HENCE, SHALL BE COMPLETE IN ALL RESPECT FOR THE FULL SCOPE DEFINED IN SPECIFICATION AND IN ACCORDANCE WITH ALL TERMS & CONDITIONS OF TENDER.		
8.1.2	CONTRACTOR SHALL FULLY UNDERSTAND EQUIPMENT DESCRIPTION AND SCOPE OF WORK BEFORE QUOTING. THE SCOPE OF WORK AND RESPONSIBILITY OF THE CONTRACTOR AS MENTIONED UNDER THESE SPECIFICATIONS SHALL BE COVERED WITHIN THE QUOTED PRICE. THE CONTRACTOR HAS TO HANDLE / ERECT / COMMISSION ALL THE ITEMS INDICATED BY BHEL FOR ACHIEVING THE MILESTONES AND COMPLETION OF WORK.		
8.1.3	THE CONTRACTOR WHILE QUOTING THE ABOVE RATES, CATEGORICALLY CONFIRMS HAVING UNDERSTOOD THE FULLEST IMPLICATIONS OF PRICE ESCALATION PROVISIONS CONTAINED IN TENDER. ACCORDINGLY TAKING INTO CONSIDERATION ALL ASPECTS THEREOF QUOTED ABOVE RATES. FURTHER CONTRACTOR CONFIRMS THAT HE WILL NOT COME WITH ANY OTHER CLAIM/COMPENSATION ON ACCOUNT OF ANY INCREASE WHATSOEVER DURING THE ENTIRE PERIOD OF EXECUTION INCLUDING EXTENDED PERIOD IF ANY.		
8.1.4	THE TOTAL AMOUNT SHALL CONSIDER TAXES AND DUTIES AS PER CHAPTER VII OF THE TCC.		
8.1.5	THE TENDERER SHALL QUOTE THE PRICE AS PER THE RATE SCHEDULE ONLY, IN PRICE BID (ORIGINAL). CONDITIONAL PRICE BIDS OR PRICE BIDS WITH ANY DEVIATION / CLARIFICATION ETC. ARE LIABLE TO BE REJECTED. NO CUTTING / ERASING / OVER WRITING SHALL BE DONE.		
8.1.6.	BIDDER SHALL QUOTE THE TOTAL PRICE AT SL. NO 8.1 AND THE CORRESPONDING RATES OF INDIVIDUAL ITEM FOR THE SCOPE AS DEFINED IN BOQ, SHALL BE ARRIVED AS PER CALCULATION DEFINED IN ANNEXURE-B.		
8.1.7.	DERIVED ITEM RATE WILL REMAIN FIRM THROUGHOUT THE CONTRACT PERIOD		

ANNEXURE-B

Calculation ratio for different items based upon the total value as per rate schedule for entire scope of work of the package

S.No	Description of Balance Installation works for Air Conditioning System	Unit	Quantity	Unit Rate in Rupees (Rounded to two decimal) = Grand Total (A) X Factor / 1000	Total Amount (Unit rate x Qty)
1.1	AC Ducting 18/20/22/24 G (Supply and return air ducting in all the centralized air conditioned areas consisting of SS-93,94 : 1)- Duct work of 18G,20G,22G,24G of Gr-120 with Support structure, bolts etc for AC area . 2)- Duct work of 18G,20G,22G,24G of Gr-120 with Support structure, bolts etc for AHU room)	Sq.Meter	1300	A*0.03417 / 1000	
1.2	AHU Ducting 18/20/22/24 G (Supply and return air ducting in all the centralized air cnditioned areas consisting of SS-93,94 : 1)-Duct work of 18G,20G,22G,24G of Gr-120 with Support structure, bolts etc for AC area . 2)-Duct work of 18G,20G,22G,24G of Gr-120 with Support structure, bolts etc for AHU room)	Sq.Meter	850	A*0.03774 / 1000	
1.3	Insulation (Thermal) SQ MTR	Sq.Meter	1840	A*0.03325 / 1000	
1.4	Cladding for ducting at El. 103.6 MTR. LVL IN SS 93	Sq.Meter	350	A*0.03325 / 1000	
1.5	Duct Insulation (Acoustic)	Sq.Meter	450	A*0.03145 / 1000	
1.6	Volume Control Dampers	Nos	26	A*0.16181 / 1000	
1.7	Motorized fire dampers along with Actuators	Nos	23	A*0.22472 / 1000	

1.8	Pneumatic operated fire dampers with limit switches	Nos	11	$\frac{A*0.31463}{1000}$	
1.9	Non Return Isolation dampers (dampers at outlet of each AHU)	Nos	13	$\frac{A*0.14379}{1000}$	
2	Pan humidifier - 21KW/18kw/6KW/3KW	Nos	5	$\frac{A*0.13479}{1000}$	
2.1	Heater-4.5KW/6KW/7.5KW/9KW/12KW	Nos	10	$\frac{A*0.44056}{1000}$	
2.2	Supply air grills	Nos	315	$\frac{A*0.03191}{1000}$	
2.3	Return air grills	Nos	122	$\frac{A*0.03054}{1000}$	
2.4	Air Curtains	Nos	10	$\frac{A*0.44950}{1000}$	
2.5	Corrosion Monitors	Nos	5	$\frac{A*0.21199}{1000}$	
2.6	Piping 250/200/150/125/100/80/50/40/32/25 NBX.(All Inter-connecting piping follwed by fabrication, erection, painting like chilled water, cooling water, instruments air, LP steam, condensate, drain, valves, Y Stainers WCB,BLIND Flange, Elbow, all fittings etc. for all services required for complete central AC system. For expansion tank, condensate storage tank, supply and return line with necessary insulation (hot/cold) with cladding as required with necessary adhesive and support structure on piping & tanks (Chilled water, condensate transfer, make- up water, LP Steam, cooling water, drain water, over flow , IA, PA, expansion tank, condensate tank etc.) will be inclusive in this scope of work.)	ID(welding)	8000 ID (Approx)	$\frac{A*0.05227}{1000}$	
2.7	Piping cold insulation (40 mm thick preformed polyurathane pipe sections and 26 G. aluminium cladding)	Meter	1040	$\frac{A*0.02380}{1000}$	
2.8	Piping hot insulation (75 mm thick Rockwool LRB mattress insulation & 26 G. aluminium cladding)	Sq.Meter	150	$\frac{A*0.03599}{1000}$	
2.9	Installation of Hi-Wall Non-ductable Split air conditioners for auxiliary areas of capacity 1.5 TR	Nos.	6	$\frac{A*0.62928}{1000}$	

3	Installation of Non ductable Vertical floor mounted tower AC for auxiliary areas of capacity 4 TR	Nos.	20	$\frac{A*0.67422}{1000}$	
3.1	Insulation of Condensate tank with insulation, instruments etc.	Sq Mtr	12	$\frac{A*0.06294}{1000}$	
3.2	Insulated Expansion tank with insulation and necessary instrumentation	Sq Mtr	12	$\frac{A*0.06294}{1000}$	
3.3	Erection of FRP Cooling Towers with all accessories- SS93 (OEM service Engineer – BHEL-scope)	Nos.	2	$\frac{A*13.4154}{1000}$	
3.4	Erection of FRP Cooling Towers with all accessories- SS94(OEM service Engineer – BHEL-scope)	Nos.	2	$\frac{A*13.4154}{1000}$	
3.5	**Double skin Air Handling units complete with pre-filters, cooling coil, blower with motor etc. with suitable static pressure and air handling units**				
3.5.1	19000 CFM (OEM service Engineer –BHELscope)	Nos.	3	$\frac{A*4.31210}{1000}$	
3.5.2	28000 CFM (OEM service Engineer –BHELscope)	Nos.	3	$\frac{A*4.31210}{1000}$	
3.6	**Fresh air system with fan, chemical filter suitable for outdoor class GX and indoor class GI inclusive of filters as per BHEL Spec.** **SS93**				
3.6.1	Chemical Filteration unit of 2100 cfm	Nos.	1	$\frac{A*3.35387}{1000}$	
3.6.2	Chemical Filteration unit of 2700 cfm	Nos.	1	$\frac{A*3.35387}{1000}$	
3.6.3	Chemical Filteration unit of 5600 cfm	Nos.	1	$\frac{A*3.35387}{1000}$	
3.6.4	NON RETURN DAMPER FRESH AIR FAN (700X700)	Nos.	2	$\frac{A*0.18687}{1000}$	
3.6.5	NON RETURN DAMPER FRESH AIR FAN (500X500)	Nos.	2	$\frac{A*0.18687}{1000}$	
3.6.6	NON RETURN DAMPER FRESH AIR FAN (600X600)	Nos.	2	$\frac{A*0.18687}{1000}$	

3.7	**Fresh air system with fan, chemical filter suitable for outdoor class GX and indoor class GI inclusive of filters as per BHEL Spec. SS94**				
3.7.1	Chemical Filteration unit of 5400 cfm	Nos.	1	A*3.35387 / 1000	
3.7.2	Chemical Filteration unit of 6150 cfm	Nos.	1	A*3.35387 / 1000	
3.7.3	NON RETURN DAMPER FRESH AIR FAN (800X800)	Nos.	2	A*1.36139 / 1000	
3.7.4	NON RETURN DAMPER FRESH AIR FAN (700X700)	Nos.	2	A*0.18687 / 1000	
3.8	Painting works	Ltr	20	A*2.34754 / 1000	
3.9	**Commissioning Support Manpower**				
3.9.1	Skilled Manpower	Man-month	4	A*10.06158 / 1000	
3.9.2	Semi-Skilled Manpower	Man-month	8	A*7.76133 / 1000	
3.9.3	Un-skilled Manpower	Man-month	14	A*5.74946 / 1000	
				Total amount in INR	

Notes:

I. Bidder's quoted price above shall be complete in all respect for the full scope defined in specification and in accordance with all terms & conditions of tender.

II. Contractor shall fully understand description and Specifications of items mentioned in BOQ CUM RATE SCHEDULE as per ANNEXURE - "B ".

III. Quantities mentioned in BOQ CUM RATE SCHEDULE (ANNEXUE - "B") are approximate only and liable for variation on either side depending upon site / design requirement. The tentative contract value (CV) of entire scope of work shall be calculated as per finally quoted / accepted rates & the Quantities indicated in BOQ CUM RATE SCHEDULE as per ANNEXURE - "B".

IV. Contractor's total quoted price as per BOQ CUM RATE SCHEDULE (ANNEXUE - "B") will be taken as tentative only. The contractor undertakes to execute actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out on the basis of quantities actually executed at site and payments will also be regulated for the same.

V. In case of any mis-match in rate and amount on price discrepancy, the same will be dealt as per clause no. 1.4 of GCC.

9.0	Following documents are attached annexures. These documents forms integral part of this contract and all works/penalties/permits/approvals at site related to HSE shall be in line with the guidelines of these documents. In case of any conflict between clauses of the documents referred below, the more stringent one shall apply.
9.1	OISD GUIDELINES-192, OISD GUIDELINE-207- These guidelines are released by the Oil Industry Safety Directorate (OISD), Govt. of India, Ministry of Petroleum & Natural Gas. These are to be adhered to during execution of the work of this contract scope at project site. **OISD - GDN 192 and OISD- Guidelines -207 may be downloaded from the ministry/directorate website for reference.** **These documents are annexed as Annexure – 9.1**
9.2	HSE) Plan for HPCL Visakhapatnam site dated 19.05.2018 (Doc no.: HSEP:PSER 14HPCLBHEL REV: 02) **This document is Annexure -9.2**
9.3	OISD-STD-105, work Permit System. **This document to be made available at site during execution.**
9.4	Guidelines for settlement of claims for compensation on accidents applicable to BHEL. **This document is as Annexure -9.3**
9.5	Penalty List of M/s EIL, applicable for this contract. **This document is annexed as Annexure -9.4**

OISD GUIDELINES-192, OISD GUIDELINE-207

[ANNEXURE – XIV TO SPECIAL CONDITIONS OF CONTRACT]

SAFETY PRACTICES DURING CONSTRUCTION

OISD-GDN-192

Oil Industry Safety Directorate
Government of India
Ministry of Petroleum and Natural Gas

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SAFETY PRACTICES DURING CONSTRUCTION

1.0 INTRODUCTION

Safety in Construction Management deserves utmost attention especially in the hydrocarbon industry, such as Exploration, Refineries, Pipelines and Marketing installations, Gas Processing units etc. Construction is widely recognised as one of the accident prone activities. Most of the accidents are caused by inadequate planning, failure during the construction process and/or because of design deficiencies. Besides property loss, accidents also result in injuries and fatalities to the personnel; same needs to be prevented.

The reasons for accidents during construction activities are related to unique nature of the industry, human behaviour, difficult work-site conditions, extended odd duty hours, lack of training & awareness and inadequate safety management. Unsafe working methods, equipment failure and improper housekeeping also tend to increase the accident rate in construction.

Ensuring good quality of materials, equipment and competent supervision along with compliance of standard engineering practices shall go a long way to in built safety into the system.

The objective of this standard is to provide practical guidance on technical and educational framework for safety and health in construction with a view to:

(a) prevent accidents and harmful effects on the health of workers arising from employment in construction;
(b) ensure appropriate safety during implementation of construction;
(c) provide safety practice guidelines for appropriate measures of planning, control and enforcement.

2.0 SCOPE

This document specifies broad guidelines on safe practices to be adhered to during construction activities in oil industry. However, before commencing any job, specific hazards and its effects should be assessed and necessary corrective/preventive actions should be taken by all concerned. The document is intended only to supplement and not to replace or supersede the prevailing statutory requirements, which shall also be followed as applicable. For Personal Protective Equipment, OISD-STD-155 (Part I&II) shall be referred to. The scope of this document does not include the design aspects and quality checks during construction.

3.0 DEFINITIONS

Definitions of various terminology are given below:

- *Adequate, appropriate or suitable* are used to describe qualitatively or quantitatively the means or method used to protect the worker.
- *Brace:* A structural member that holds one point in a fixed position with respect to another point; bracing is a system of structural members designed to prevent distortion of a structure.
- *By hand:* The work is done without the help of a mechanised tool.
- *Competent Authority:* A stautory agency having the power to issue regulations, orders or other instructions having the force of law.
- *Competent person:* A person possessing adequate qualifications, such as suitable training and sufficient knowledge, experience and skill for the safe performance of the specific work. The competent authorities may define appropriate criteria for the designation of such persons and may determine the duties to be assigned to them.
- *Execution agency:*

  Any physical or legal person, having contractual obligation with the owner, and who employs one or more workers on a construction site
- *Owner:*

  Any physical or legal person for whom construction job is carried out.

  It shall also include owner's designated representative/consultant/nominee/agent , authorised from time to time to act for and on its behalf, for supervising/

coordinating the activities of the execution agency.

- *Hazard:* Danger or potential danger.
- *Guard-rail:* An adequately secured rail erected along an exposed edge to prevent persons from falling.
- *Hoist:* A machine, which lifts materials or persons by means of a platform, which runs on guides.
- *Lifting gear:* Any gear or tackle by means of which a load can be attached to a lifting appliance but which does not form an integral part of the appliance or load.
- *Lifting appliance:* Any stationary or mobile appliance used for raising or lowering persons or loads.
- *Means of access or egress:* Passageways, corridors, stairs, platforms, ladders and any other means for entering or leaving the workplace or for escaping in case of danger.
- *Scaffold:* Any fixed, suspended or mobile temporary structure supporting workers and material or to gain access to any such structure and which is not a lifting appliance as defined above.
- *Toe-board:* A barrier placed along the edge of a scaffold platform, runway, etc., and secured there to guard against the slipping of persons or the falling of material.
- *Worker:* Any person engaged in construction activity.
- *Workplace:* All places where workers need to be or to go by reason of their work.

4.0 GENERAL DUTIES

4.1 GENERAL DUTIES OF EXECUTION AGENCIES

4.1.1 Execution agency should:

i) provide means and organisation to comply with the safety and health measures required at the workplace.

ii) provide and maintain workplaces, plant, equipment, tools and machinery and organise construction work so that, there is no risk of accident or injury to health of workers. In particular, construction work should be planned, prepared and undertaken so that:

(a) dangers, liable to arise at the workplace, are prevented;
(b) excessively or unnecessarily strenuous work positions and movements are avoided;
(c) organisation of work takes into account the safety and health of workers;
(d) materials and products used are suitable from a safety and health point of view;
(e) working methods are adopted to safeguard workers against the harmful effects of chemical, physical and biological agents.

iii) establish committees with representatives of workers and management or make other arrangement for the participation of workers in ensuring safe working conditions.

iv) arrange for periodic safety inspections by competent persons of all buildings, plant, equipment, tools, machinery, workplaces and review of systems of work, regulations, standards or codes of practice. The competent person should examine and ascertain the safety of construction machinery and equipment.

v) provide such supervision to ensure that workers perform their work with due regard to safety and health of theirs as well as that of others.

vi) Employ only those workers who are qualified, trained and suited by their age, physique, state of health and skill.

vii) satisfy themselves that all workers are informed and instructed in the hazards connected with their work and environment and trained in the precautions necessary to avoid accidents and injury to health.

viii) Ensure that buildings, plant, equipment, tools, machinery or workplaces in which a dangerous defect has been found should not be used until the defect has been rectified.

ix) Organise for and remain always prepared to take immediate steps to stop the operation and evacuate workers as appropriate, where there is an imminent danger to the safety of workers.

x) establish a checking system by which it can be ascertained that all the members of a shift, including operators of mobile equipment, have returned to the camp or base at the close of work on dispersed sites and where small groups of workers operate in isolation.

xi) provide appropriate first aid, training and welfare facilities to workers as per various statutes like the Factories Act, 1948 etc. and, whenever collective measures are not feasible or are insufficient, provide and maintain personal protective equipment and clothing in line with the requirement as per OISD-STD-155 (Vol. I& II) on Personnel Protective Equipment. They should also provide access to workers to occupational health services.

xii) Educate workers about their right and the duty at any workplace to participate in ensuring safe working conditions to the extent of their control over the equipment and methods of work and to express views on working procedures adopted as may affect safety and health.

xiii) Ensure that except in an emergency, workers, unless duly authorised, should not interfere with, remove, alter or displace any safety device or other appliance furnished for their protection or the protection of others, or interfere with any method or process adopted with a view to avoiding accidents and injury to health.

xiv) Ensure that workers do not operate or interfere with plant and equipment that they have not been duly authorised to operate, maintain or use.

xv) Ensure that workers do not sleep, rest or cook etc in dangerous places such as scaffolds, railway tracks, garages, confined spaces or in the vicinity of fires, dangerous or toxic substances, running machines or vehicles and heavy equipment etc.

xvii) Obtain the necessary clearance/permits as required and specified by owner

xviii) As per the Govt. circular as amended from time to time all contractors who employ more than 50 workers or where the contract value exceeds Rs. 50 crores, the following facilities are to be provided by contractor at site :

- Arrangement for drinking water
- Toilet facilities
- A creche where 10 or more women workers are having children below the age of 6 years
- Transport arrangement for attending to emergencies

xix) should deploy a safety officer at site

4.2 GENERAL DUTIES OF OWNERS

4.2.1 Owners should:

i) co-ordinate or nominate a competent person to co-ordinate all activities relating to safety and health on their construction projects;

ii) inform all contractors on the project of special risks to health and safety;

iii) Ensure that executing agency is aware of the owner's requirements and the executing agency's responsibilities with respect to safetry practices before starting the job.

5.0 SAFETY PRACTICES AT WORK PLACES

5.1. GENERAL PROVISIONS

5.1.1 All openings and other areas likely to pose danger to workers should be clearly indicated.

5.1.2 Workers & Supervisors should use the safety helmet and other requisite Personal Protective Equipment according to job & site requirement. They should be trained to use personal protective equipment.

5.1.3 Never use solvents, alkalis and other oils to clean the skin.

5.1.4 Lift the load with back straight and knees bent as far as possible. Seek the help in case of heavy load.

5.1.5 Ensure the usage of correct and tested tools and tackles. Don't allow the make shift tools and tackles.

5.1.6 No loose clothing should be allowed while working near rotating equipment or working at heights.

5.2 MEANS OF ACCESS AND EGRESS

Adequate and safe means of access (atleast two, differently located) to and egress from all workplaces should be provided. Same should be displayed and maintained.

5.3 HOUSEKEEPING

5.3.1 Ensure:

i) proper storage of materials and equipment;
ii) removal of scrap, inflammable material, waste and debris at appropriate intervals.

5.3.2 Removal of loose materials, which are not required for use, to be ensured. Accumulation of these at the site can obstruct means of access to and egress from workplaces and passageways.

5.3.3 Workplaces and passageways, that are slippery owing to oil, grease or other causes, should be cleaned up or strewn with sand, sawdust, ash etc.

5.4 PRECAUTIONS AGAINST THE FALL OF MATERIALS & PERSONS AND COLLAPSE OF STRUCTURES

5.4.1 Precautions should be taken such as the provision of fencing, look-out men or barriers to protect any person against injury by the fall of materials, or tools or equipment being raised or lowered.

5.4.2 Where necessary to prevent danger, guys, stays or supports should be used or other effective precautions should be taken to prevent the collapse of structures or parts of structures that are being erected, maintained, repaired, dismantled or demolished.

5.4.3 All openings through which workers are liable to fall should be kept effectively covered or fenced and displayed prominently.

5.4.4 As far as practicable, guardrails and toe-boards should be provided to protect workers from falling from elevated workplaces.

5.5 PREVENTION OF UNAUTHORISED ENTRY

5.5.1 Construction sites located in built-up areas and alongside vehicular and pedestrian traffic routes should be fenced to prevent the entry of unauthorised persons.

5.5.2 Visitors should not be allowed access to construction sites unless accompanied by or authorised by a competent person and provided with the appropriate protective equipment.

5.6 FIRE PREVENTION AND FIRE FIGHTING

5.6.1 All necessary measures should be taken by the executing agency and owner to:

i) avoid the risk of fire;
ii) control quickly and efficiently any outbreak of fire;
iii) bring out a quick and safe evacuation of persons.
iv) Inform unit/fire station control room, where construction work is carried out within existing operating area.

5.6.2 Combustible materials such us packing materials, sawdust, greasy/oily waste and scrap wood or plastics should not be allowed to accumulate in workplaces but should be kept in closed metal containers in a safe place.

5.6.3 Places where workers are employed should, if necessary to prevent the danger of fire, be provided with:

i) suitable and sufficient fire-extinguishing equipment, which should be easily visible and accessible;
ii) an adequate water supply at sufficient pressure meeting the requirements of various OISD standards.

5.6.4 To guard against danger at places having combustible material,

workers should be trained in the action to be taken in the event of fire, including the use of means of escape.

5.6.5 At sites having combustible material, suitable visual signs should be provided to indicate clearly the direction of escape in case of fire.

5.6.6 Means of escape should be kept clear at all times. Escape routes should be frequently inspected particularly in high structures and where access is restricted.

5.7 LIGHTING

5.7.1 Where natural lighting is not adequate, working light fittings or portable hand-lamps should be provided at workplace on the construction site where a worker will do a job.

5.7.2 Emergency lighting should be provided for personnel safety during night time to facilitate standby lighting source, if normal system fails.

5.7.2 Artificial lighting should not produce glare or disturbing shadows.

5.7.3 Lamps should be protected by guards against accidental breakage.

5.7.4 The cables of portable electrical lighting equipment should be of adequate size & characteristics for the power requirements and of adequate mechanical strength to withstand severe conditions in construction operations.

5.8 PLANT, MACHINERY, EQUIPMENT AND HAND TOOLS

5.8.1 General Provisions

i) Plant, machinery and equipment including hand tools, both manual and power driven, should:

a) be of proper design and construction, taking into account health, Safety and ergonomic principles.

b) be maintained in good working order;

c) be used only for work for which they have been designed.

d) be operated only by workers who have been authorised and given appropriate training.

e) be provided with protective guards, shields or other devices as required.

ii) Adequate instructions for safe use should be provided.

iii) Safe operating procedures should be established and used for all plant, machinery and equipment.

iv) Operators of plant, machinery and equipment should not be distracted while work is in progress.

v) Plant, machinery and equipment should be switched off when not in use and isolated before any adjustment, clearing or maintenance is done.

vi) Where trailing cables or hose pipes are used they should be kept as short as practicable and not allowed to create a hazard.

vii) All moving parts of machinery and equipment should be enclosed or adequately guarded.

viii) Every power-driven machine and equipment should be provided with adequate means, immediately accessible and readily identifiable to the operator, of stopping it quickly and preventing it from being started again inadvertently.

ix) Operators of plant, machinery, equipment and tools should be provided with PPEs, including where necessary, suitable ear protection.

5.8.2 Hand tools

i) Hand tools should be repaired by competent persons.

ii) Heads of hammers and other shock tools should be dressed or ground to a suitable radius on the edge as soon as they begin to mushroom or crack.

iii) When not in use and while being carried or transported sharp tools should be kept in sheaths, shields, chests or other suitable containers.

iv) Only insulated or nonconducting tools should be used on or near live electrical installations.

v) Only non-sparking tools should be used near or in the presence of flammable or explosive dusts or vapours.

5.8.3 Pneumatic Tools

i) Operating triggers on portable pneumatic tools should be:

a) so placed as to minimise the risk of accidental starting of the machine.

b) so arranged as to close the air inlet valve automatically when the pressure of the operator's hand is removed.

ii) Hose and hose connections for compressed air supply to portable pneumatic tools should be:

a) designed and tested for the pressure and service for which they are intended;

b) fastened securely on the pipe outlet and equipped with the safety chain, as appropriate.

iii) Pneumatic shock tools should be equipped with safety clips or retainers to prevent dies and tools from being accidentally expelled from the barrel.

iv) Pneumatic tools should be disconnected from power and the pressure in hose lines released before any adjustment or repair is made.

5.8.4 Electrical Tools

i) Low voltage portable electrical tools should generally be used.

ii) All electrical tools should be earthed, unless they are "all insulated" or "double insulated" tools which do not require earthing.

iii) All electrical tools should get inspected and maintained on a regular basis by a competent electrician and complete records kept.

5.8.5 Engines

i) Engines should:

a) be installed so that they can be started safely and the maximum safe speed cannot be exceeded.

b) have controls for limiting speed.

c) have devices to stop them from a safe place in an emergency.

ii) IC engines should not be run in confined spaces unless adequate exhaust ventilation is provided.

iii) When IC engines are being fuelled:

a) the engine should be shut off.

b) care should be taken to avoid spilling fuel;

c) no person should smoke or have an naked light in the vicinity.

d) a fire extinguisher should be kept readily available.

iv) Secondary fuel reservoir should be placed outside the engine room.

6.0 CONSTRUCTION ACTIVITIES

The various common activities in construction are as under:

- Excavation
- Scaffolding, Platforms & Ladders
- Structural Work, Laying of Reinforcement & Concreting
- Road Work (Laying of roads)
- Cutting /Welding
- Working in Confined Space
- Proof/Pressure Testing
- Working at Heights
- Handling & Lifting Equipments
- Vehicle Movement
- Electrical
- Offshore
- Demolition
- Radiography
- Sand/shot blasting/ spray painting
- Work above water

The safe practices to be followed during the implementation of above construction activities are given below:

6.1 EXCAVATION

6.1.1 All excavation work should be planned and the method of excavation and the type of support

work required should be decided considering the following:

i) the stability of the ground;
ii) the excavation will not affect adjoining buildings, structures or roadways;
iii) to prevent hazard, the gas, water, electrical and other public utilities should be shut off or disconnected, if necessary;
iv) presence of underground pipes, cable conductors, etc.,
v) the position of culvert/bridges, temporary roads and spoil heaps should be determined;

6.1.2 Before digging begins on site, all excavation work should be planned and the method of excavation and the type of support work required decided.

6.1.3 All excavation work should be supervised.

6.1.4 Sites of excavations should be thoroughly inspected:

i) daily, prior to each shift and after interruption in work of more than one day;
ii) after every blasting operation;
iii) after an unexpected fall of ground;
iv) after substantial damage to supports;
v) after a heavy rain, frost or snow;
vi) when boulder formations are encountered.

6.1.5 Safe angle of repose while excavating trenches exceeding 1.5m depth upto 3.0m should be maintained. Based on site conditions, provide proper slope, usually 45^0,and suitable bench of 0.5m width at every 1.5m depth of excavation in all soils except hard rock or provide proper shoring and strutting to prevent cave-in or slides.

6.1.6 As far as possible, excavated earth should not be placed within one meter of the edge of the trench or depth of trench whichever is greater.

6.1.7 Don't allow vehicles to operate too close to excavated area. Maintain atleast 2m distance from edge of excavation. No load, plant or equipment should be placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endanger any person unless precautions such as the provision of shoring or piling are taken to prevent the sides from collapsing.

6.1.8 Adequately anchored stop blocks and barriers should be provided to prevent vehicles being driven into the excavation. Heavy vehicles should not be allowed near the excavation unless the support work has been specially designed to permit it.

6.1.9 If an excavation is likely to affect the security of a structure on which persons are working, precautions should be taken to protect the structure from collapse.

6.1.10 Barricade at 1m height (with red & white band/self glowing caution board) should be provided for excavations beyond 1.5m depth. Provide two entries/exits for such excavation.

6.1.11 Necessary precautions should be taken for underground utility lines like cables, sewers etc. and necessary approvals/clearances from the concerned authorities shall be obtained before commencement of the excavation job.

6.1.12 Water shall be pumped/bailed out, if any accumulates in the trench. Necessary precautions should be taken to prevent entry of surface water in trenches.

6.1.13 During rains, the soil becomes loose. Take additional precaution against collapse of side wall.

6.1.14 In hazardous areas, air should be tested to ascertain its quality. No one should be allowed entry till it is suitable for breathing.

6.1.15 In case of mechanised excavation, precaution shall be taken to not to allow anybody to come within one meter of extreme reach of the mechanical shovel. The mechanised excavator shall be operated by a well-trained experienced operator. When not in operation, the machine shall be kept on firm leveled ground with mechanical shovel resting on ground. Wheel or belt shall be suitably jammed to prevent any accidental movement of the

machine. Suitable precautions as per manufacturer guidelines should be taken for dozers, graders and other heavy machines.

6.1.16 In case of blasting, follow strictly IS:4081-1986 & Indian Explosive Act and rules for storage, handling and carrying of explosive materials and execution of blasting operation.

6.2 SCAFFOLDING, PLATFORMS & LADDERS

6.2.1 Metal as material of construction

i) A scaffold should be provided and maintained or other equally safe and suitable provision should be made where work cannot safely be done on or from the ground or from part of a building or other permanent structure.

ii) Scaffolds should be provided with safe means of access, such as stairs, ladders or ramps. Ladders should be secured against inadvertent movement.

iii) Every scaffold should be constructed, erected and maintained so as to prevent collapse or accidental displacement when in use.

iv) Every scaffold and part thereof should be constructed :

(a) in such a way so as not to cause hazards for workers during erection and dismantling;
(b) in such a way so as guard rails and other protective devices, platforms, ladders, stairs or ramps can be easily put together;
(c) with sound material and of requisite size and strength for the purpose for which it is to be used and maintained in a proper condition.

v) Boards and planks used for scaffolds should be protected against splitting.

vi) Materials used in the construction of scaffolds should be stored under good conditions and apart from any material unsuitable for scaffolds.

vii) Couplers should not cause deformation in tubes. Couplers should be made of drop forged steel or equivalent material.

viii) Tubes should be free from cracks, splits and excessive corrosion and be straight to the eye, and tube ends cut cleanly square with the tube axis.

ix) Scaffolds should be designed for their maximum load as per relevant code.

x) Scaffolds should be adequately braced.

xi) Scaffolds which are not designed to be independent should be rigidly connected to the building at designated vertical and horizontal places.

xii) A scaffold should never extend above the highest anchorage to an extent which might endanger its stability and strength.

xiii) Loose bricks, drainpipes, chimney-pots or other unsuitable material should not be used for the construction or support of any part of a scaffold.

xiv) Scaffolds should be inspected and certified:

(a) before being taken into use;
(b) at periodic intervals thereafter as prescribed for different types of scaffolds;
(c) after any alteration, interruption in use, exposure to weather or seismic conditions or any other occurrence likely to have affected their strength or stability.

xv) Inspection should more particularly ascertain that:

(a) the scaffold is of suitable type and adequate for the job;
(b) materials used in its construction are sound and of sufficient strength;
(c) it is of sound construction and stable;
(d) that the required safeguards are in position.

xvi) A scaffold should not be erected, substantially altered or dismantled except by or under the supervision.

xvii) Every scaffold should be maintained in good and proper condition, and every part should be kept fixed or secured so that no part can be

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Oil Industry Safety Directorate
Government of India
Ministry of Petroleum and Natural Gas

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xi) provide appropriate first aid, training and welfare facilities to workers as per various statutes like the Factories Act, 1948 etc. and, whenever collective measures are not feasible or are insufficient, provide and maintain personal protective equipment and clothing in line with the requirement as per OISD-STD-155 (Vol. I& II) on Personnel Protective Equipment. They should also provide access to workers to occupational health services.

xii) Educate workers about their right and the duty at any workplace to participate in ensuring safe working conditions to the extent of their control over the equipment and methods of work and to express views on working procedures adopted as may affect safety and health.

xiii) Ensure that except in an emergency, workers, unless duly authorised, should not interfere with, remove, alter or displace any safety device or other appliance furnished for their protection or the protection of others, or interfere with any method or process adopted with a view to avoiding accidents and injury to health.

xiv) Ensure that workers do not operate or interfere with plant and equipment that they have not been duly authorised to operate, maintain or use.

xv) Ensure that workers do not sleep, rest or cook etc in dangerous places such as scaffolds, railway tracks, garages, confined spaces or in the vicinity of fires, dangerous or toxic substances, running machines or vehicles and heavy equipment etc.

xvii) Obtain the necessary clearance/permits as required and specified by owner

xviii) As per the Govt. circular as amended from time to time all contractors who employ more than 50 workers or where the contract value exceeds Rs. 50 crores, the following facilities are to be provided by contractor at site :

- Arrangement for drinking water
- Toilet facilities
- A creche where 10 or more women workers are having children below the age of 6 years
- Transport arrangement for attending to emergencies

xix) should deploy a safety officer at site

4.2 GENERAL DUTIES OF OWNERS

4.2.1 Owners should:

i) co-ordinate or nominate a competent person to co-ordinate all activities relating to safety and health on their construction projects;

ii) inform all contractors on the project of special risks to health and safety;

iii) Ensure that executing agency is aware of the owner's requirements and the executing agency's responsibilities with respect to safetry practices before starting the job.

5.0 SAFETY PRACTICES AT WORK PLACES

5.1. GENERAL PROVISIONS

5.1.1 All openings and other areas likely to pose danger to workers should be clearly indicated.

5.1.2 Workers & Supervisors should use the safety helmet and other requisite Personal Protective Equipment according to job & site requirement. They should be trained to use personal protective equipment.

5.1.3 Never use solvents, alkalis and other oils to clean the skin.

5.1.4 Lift the load with back straight and knees bent as far as possible. Seek the help in case of heavy load.

5.1.5 Ensure the usage of correct and tested tools and tackles. Don't allow the make shift tools and tackles.

5.1.6 No loose clothing should be allowed while working near rotating equipment or working at heights.

5.2 MEANS OF ACCESS AND EGRESS

Adequate and safe means of access (atleast two, differently located) to and egress from all workplaces should be provided. Same should be displayed and maintained.

5.3 HOUSEKEEPING

5.3.1 Ensure:

i) proper storage of materials and equipment;
ii) removal of scrap, inflammable material, waste and debris at appropriate intervals.

5.3.2 Removal of loose materials, which are not required for use, to be ensured. Accumulation of these at the site can obstruct means of access to and egress from workplaces and passageways.

5.3.3 Workplaces and passageways, that are slippery owing to oil, grease or other causes, should be cleaned up or strewn with sand, sawdust, ash etc.

5.4 PRECAUTIONS AGAINST THE FALL OF MATERIALS & PERSONS AND COLLAPSE OF STRUCTURES

5.4.1 Precautions should be taken such as the provision of fencing, look-out men or barriers to protect any person against injury by the fall of materials, or tools or equipment being raised or lowered.

5.4.2 Where necessary to prevent danger, guys, stays or supports should be used or other effective precautions should be taken to prevent the collapse of structures or parts of structures that are being erected, maintained, repaired, dismantled or demolished.

5.4.3 All openings through which workers are liable to fall should be kept effectively covered or fenced and displayed prominently.

5.4.4 As far as practicable, guardrails and toe-boards should be provided to protect workers from falling from elevated workplaces.

5.5 PREVENTION OF UNAUTHORISED ENTRY

5.5.1 Construction sites located in built-up areas and alongside vehicular and pedestrian traffic routes should be fenced to prevent the entry of unauthorised persons.

5.5.2 Visitors should not be allowed access to construction sites unless accompanied by or authorised by a competent person and provided with the appropriate protective equipment.

5.6 FIRE PREVENTION AND FIRE FIGHTING

5.6.1 All necessary measures should be taken by the executing agency and owner to:

i) avoid the risk of fire;
ii) control quickly and efficiently any outbreak of fire;
iii) bring out a quick and safe evacuation of persons.
iv) Inform unit/fire station control room, where construction work is carried out within existing operating area.

5.6.2 Combustible materials such us packing materials, sawdust, greasy/oily waste and scrap wood or plastics should not be allowed to accumulate in workplaces but should be kept in closed metal containers in a safe place.

5.6.3 Places where workers are employed should, if necessary to prevent the danger of fire, be provided with:

i) suitable and sufficient fire-extinguishing equipment, which should be easily visible and accessible;
ii) an adequate water supply at sufficient pressure meeting the requirements of various OISD standards.

5.6.4 To guard against danger at places having combustible material,

workers should be trained in the action to be taken in the event of fire, including the use of means of escape.

5.6.5 At sites having combustible material, suitable visual signs should be provided to indicate clearly the direction of escape in case of fire.

5.6.6 Means of escape should be kept clear at all times. Escape routes should be frequently inspected particularly in high structures and where access is restricted.

5.7 LIGHTING

5.7.1 Where natural lighting is not adequate, working light fittings or portable hand-lamps should be provided at workplace on the construction site where a worker will do a job.

5.7.2 Emergency lighting should be provided for personnel safety during night time to facilitate standby lighting source, if normal system fails.

5.7.2 Artificial lighting should not produce glare or disturbing shadows.

5.7.3 Lamps should be protected by guards against accidental breakage.

5.7.4 The cables of portable electrical lighting equipment should be of adequate size & characteristics for the power requirements and of adequate mechanical strength to withstand severe conditions in construction operations.

5.8 PLANT, MACHINERY, EQUIPMENT AND HAND TOOLS

5.8.1 General Provisions

i) Plant, machinery and equipment including hand tools, both manual and power driven, should:

a) be of proper design and construction, taking into account health, Safety and ergonomic principles.

b) be maintained in good working order;

c) be used only for work for which they have been designed.

d) be operated only by workers who have been authorised and given appropriate training.

e) be provided with protective guards, shields or other devices as required.

ii) Adequate instructions for safe use should be provided.

iii) Safe operating procedures should be established and used for all plant, machinery and equipment.

iv) Operators of plant, machinery and equipment should not be distracted while work is in progress.

v) Plant, machinery and equipment should be switched off when not in use and isolated before any adjustment, clearing or maintenance is done.

vi) Where trailing cables or hose pipes are used they should be kept as short as practicable and not allowed to create a hazard.

vii) All moving parts of machinery and equipment should be enclosed or adequately guarded.

viii) Every power-driven machine and equipment should be provided with adequate means, immediately accessible and readily identifiable to the operator, of stopping it quickly and preventing it from being started again inadvertently.

ix) Operators of plant, machinery, equipment and tools should be provided with PPEs, including where necessary, suitable ear protection.

5.8.2 Hand tools

i) Hand tools should be repaired by competent persons.

ii) Heads of hammers and other shock tools should be dressed or ground to a suitable radius on the edge as soon as they begin to mushroom or crack.

iii) When not in use and while being carried or transported sharp tools should be kept in sheaths, shields, chests or other suitable containers.

iv) Only insulated or nonconducting tools should be used on or near live electrical installations.

v) Only non-sparking tools should be used near or in the presence of flammable or explosive dusts or vapours.

5.8.3 Pneumatic Tools

i) Operating triggers on portable pneumatic tools should be:

a) so placed as to minimise the risk of accidental starting of the machine.

b) so arranged as to close the air inlet valve automatically when the pressure of the operator's hand is removed.

ii) Hose and hose connections for compressed air supply to portable pneumatic tools should be:

a) designed and tested for the pressure and service for which they are intended;

b) fastened securely on the pipe outlet and equipped with the safety chain, as appropriate.

iii) Pneumatic shock tools should be equipped with safety clips or retainers to prevent dies and tools from being accidentally expelled from the barrel.

iv) Pneumatic tools should be disconnected from power and the pressure in hose lines released before any adjustment or repair is made.

5.8.4 Electrical Tools

i) Low voltage portable electrical tools should generally be used.

ii) All electrical tools should be earthed, unless they are "all insulated" or "double insulated" tools which do not require earthing.

iii) All electrical tools should get inspected and maintained on a regular basis by a competent electrician and complete records kept.

5.8.5 Engines

i) Engines should:

a) be installed so that they can be started safely and the maximum safe speed cannot be exceeded.

b) have controls for limiting speed.

c) have devices to stop them from a safe place in an emergency.

ii) IC engines should not be run in confined spaces unless adequate exhaust ventilation is provided.

iii) When IC engines are being fuelled:

a) the engine should be shut off.

b) care should be taken to avoid spilling fuel;

c) no person should smoke or have an naked light in the vicinity.

d) a fire extinguisher should be kept readily available.

iv) Secondary fuel reservoir should be placed outside the engine room.

6.0 CONSTRUCTION ACTIVITIES

The various common activities in construction are as under:

- Excavation
- Scaffolding, Platforms & Ladders
- Structural Work, Laying of Reinforcement & Concreting
- Road Work (Laying of roads)
- Cutting /Welding
- Working in Confined Space
- Proof/Pressure Testing
- Working at Heights
- Handling & Lifting Equipments
- Vehicle Movement
- Electrical
- Offshore
- Demolition
- Radiography
- Sand/shot blasting/ spray painting
- Work above water

The safe practices to be followed during the implementation of above construction activities are given below:

6.1 EXCAVATION

6.1.1 All excavation work should be planned and the method of excavation and the type of support

work required should be decided considering the following:

i) the stability of the ground;
ii) the excavation will not affect adjoining buildings, structures or roadways;
iii) to prevent hazard, the gas, water, electrical and other public utilities should be shut off or disconnected, if necessary;
iv) presence of underground pipes, cable conductors, etc.,
v) the position of culvert/bridges, temporary roads and spoil heaps should be determined;

6.1.2 Before digging begins on site, all excavation work should be planned and the method of excavation and the type of support work required decided.

6.1.3 All excavation work should be supervised.

6.1.4 Sites of excavations should be thoroughly inspected:

i) daily, prior to each shift and after interruption in work of more than one day;
ii) after every blasting operation;
iii) after an unexpected fall of ground;
iv) after substantial damage to supports;
v) after a heavy rain, frost or snow;
vi) when boulder formations are encountered.

6.1.5 Safe angle of repose while excavating trenches exceeding 1.5m depth upto 3.0m should be maintained. Based on site conditions, provide proper slope, usually 45^0,and suitable bench of 0.5m width at every 1.5m depth of excavation in all soils except hard rock or provide proper shoring and strutting to prevent cave-in or slides.

6.1.6 As far as possible, excavated earth should not be placed within one meter of the edge of the trench or depth of trench whichever is greater.

6.1.7 Don't allow vehicles to operate too close to excavated area. Maintain atleast 2m distance from edge of excavation. No load, plant or equipment should be placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endanger any person unless precautions such as the provision of shoring or piling are taken to prevent the sides from collapsing.

6.1.8 Adequately anchored stop blocks and barriers should be provided to prevent vehicles being driven into the excavation. Heavy vehicles should not be allowed near the excavation unless the support work has been specially designed to permit it.

6.1.9 If an excavation is likely to affect the security of a structure on which persons are working, precautions should be taken to protect the structure from collapse.

6.1.10 Barricade at 1m height (with red & white band/self glowing caution board) should be provided for excavations beyond 1.5m depth. Provide two entries/exits for such excavation.

6.1.11 Necessary precautions should be taken for underground utility lines like cables, sewers etc. and necessary approvals/clearances from the concerned authorities shall be obtained before commencement of the excavation job.

6.1.12 Water shall be pumped/bailed out, if any accumulates in the trench. Necessary precautions should be taken to prevent entry of surface water in trenches.

6.1.13 During rains, the soil becomes loose. Take additional precaution against collapse of side wall.

6.1.14 In hazardous areas, air should be tested to ascertain its quality. No one should be allowed entry till it is suitable for breathing.

6.1.15 In case of mechanised excavation, precaution shall be taken to not to allow anybody to come within one meter of extreme reach of the mechanical shovel. The mechanised excavator shall be operated by a well-trained experienced operator. When not in operation, the machine shall be kept on firm leveled ground with mechanical shovel resting on ground. Wheel or belt shall be suitably jammed to prevent any accidental movement of the

machine. Suitable precautions as per manufacturer guidelines should be taken for dozers, graders and other heavy machines.

6.1.16 In case of blasting, follow strictly IS:4081-1986 & Indian Explosive Act and rules for storage, handling and carrying of explosive materials and execution of blasting operation.

6.2 SCAFFOLDING, PLATFORMS & LADDERS

6.2.1 Metal as material of construction

i) A scaffold should be provided and maintained or other equally safe and suitable provision should be made where work cannot safely be done on or from the ground or from part of a building or other permanent structure.

ii) Scaffolds should be provided with safe means of access, such as stairs, ladders or ramps. Ladders should be secured against inadvertent movement.

iii) Every scaffold should be constructed, erected and maintained so as to prevent collapse or accidental displacement when in use.

iv) Every scaffold and part thereof should be constructed :

(a) in such a way so as not to cause hazards for workers during erection and dismantling;
(b) in such a way so as guard rails and other protective devices, platforms, ladders, stairs or ramps can be easily put together;
(c) with sound material and of requisite size and strength for the purpose for which it is to be used and maintained in a proper condition.

v) Boards and planks used for scaffolds should be protected against splitting.

vi) Materials used in the construction of scaffolds should be stored under good conditions and apart from any material unsuitable for scaffolds.

vii) Couplers should not cause deformation in tubes. Couplers should be made of drop forged steel or equivalent material.

viii) Tubes should be free from cracks, splits and excessive corrosion and be straight to the eye, and tube ends cut cleanly square with the tube axis.

ix) Scaffolds should be designed for their maximum load as per relevant code.

x) Scaffolds should be adequately braced.

xi) Scaffolds which are not designed to be independent should be rigidly connected to the building at designated vertical and horizontal places.

xii) A scaffold should never extend above the highest anchorage to an extent which might endanger its stability and strength.

xiii) Loose bricks, drainpipes, chimney-pots or other unsuitable material should not be used for the construction or support of any part of a scaffold.

xiv) Scaffolds should be inspected and certified:

(a) before being taken into use;
(b) at periodic intervals thereafter as prescribed for different types of scaffolds;
(c) after any alteration, interruption in use, exposure to weather or seismic conditions or any other occurrence likely to have affected their strength or stability.

xv) Inspection should more particularly ascertain that:

(a) the scaffold is of suitable type and adequate for the job;
(b) materials used in its construction are sound and of sufficient strength;
(c) it is of sound construction and stable;
(d) that the required safeguards are in position.

xvi) A scaffold should not be erected, substantially altered or dismantled except by or under the supervision.

xvii) Every scaffold should be maintained in good and proper condition, and every part should be kept fixed or secured so that no part can be

displaced in consequence of normal use.

xviii) If out-rigger scaffolding is to be used, it should be specifically designed and inspected before putting in use.

6.2.2 Lifting appliances on scaffolds

i) When a lifting appliance is to be used on a scaffold:

(a) the parts of the scaffold should be carefully inspected to determine the additional strengthening and other safety measures required;

(b) any movement of the scaffold members should be prevented;

(c) if practicable, the uprights should be rigidly connected to a solid part of the building at the place where the lifting appliance is erected.

6.2.3 Prefabricated scaffolds

i) In the case of prefabricated scaffold systems, the instructions provided by the manufacturers or suppliers should be strictly adhered to. Prefabricated scaffolds should have adequate arrangements for fixing bracing.

ii) Frames of different types should not be intermingled in a single scaffold.

iii) Scaffolding shall be erected on firm and level ground.

iv) All members of metal scaffolding shall be checked periodically to screen out defective / rusted members. All joints should be properly lubricated for easy tightening.

v) Entry to scaffolding should be restricted.

vi) Erection, alteration and removal shall be done under supervision of experienced personnel.

vii) Use of barrels, boxes, loose bricks etc., for supporting platform shall not be permitted.

viii) Each supporting member of platform shall be securely fastened and braced

ix) Where planks are butt-joined, two parallel putlogs shall be used, not more than 100mm apart, to give support to each plank.

x) Platform plank shall not project beyond its end support to a distance exceeding 4 times the thickness of plank, unless it is effectively secured to prevent tipping. Cantilever planks should be avoided.

xi) The platform edges shall be provided with 150mm high toe board to eliminate hazards of tools or other objects falling from platform.

xii) Erect ladders in the “four up-one out position”

xiii) Lash ladder securely with the structure.

xiv) Using non-slip devices, such as, rubber shoes or pointed steel ferules at the ladder foot, rubber wheels at ladder top, fixing wooden battens, cleats etc.

xv) When ladder is used for climbing over a platform, the ladder must be of sufficient length, to extend at least one meter above the platform, when erected against the platform in “four up-one out position.”

xvi) Portable ladders shall be used for heights not more than 4mt. Above 4mt flights, fixed ladders shall be provided with at least 600 mm landings at every 6mt or less.

xvii) The width of ladder shall not be less than 300mm and rungs shall be spaced not more than 300mm.

xviii) Every platform and means of access shall be kept free from obstruction.

xix) If grease, mud, gravel, mortar etc., fall on platform or scaffolds, these shall be removed immediately to avoid slippage.

xx) Workers shall not be allowed to work on scaffolds during storms or high wind. After heavy rain or storms, scaffolds shall be inspected before reuse.

xxi) Don't overload the scaffolding. Remove excess material and scrap immediately.

xxii) Dismantling of scaffolds shall be done in a pre-planned sequential manner.

6.2.4 Suspended scaffolds/boatwain's chair

i) In addition to the requirements for scaffolds in general as regards soundness, stability and protection against the risk of falls, suspended scaffolds should meet the following specific requirements.

(a) platforms should be designed and built with dimensions that are compatible with the stability of the structure as a whole, especially the length;

(b) the number or anchorage should be compatible with the dimensions of the platform;

(c) the safety of workers should be safeguarded by an extra rope having a point of attachment independent of the anchorage arrangements of the scaffold;

(d) the anchorage and other elements of support of the scaffold should be designed and built in such a way as to ensure sufficient strength;

(e) the ropes, winches, pulleys or pulley blocks should be designed, assembled, used and maintained according to the requirements established for lifting gear adapted to the lifting of persons according to national laws and regulations;

(f) Before use, the whole structure should be checked by a competent person.

6.2.5 Bamboo Scaffolding

i) In general, it should be avoided as far as possible. It should not be used in the unit/off-site areas and where hot work is to be done.

ii) For construction and maintenance of residential and office buildings, situated outside explosive licensed area, bamboo scaffold, if used, should conform to provisions given in IS-3696 (Part 1)-1987.

6.3 STRUCTURAL WORK, LAYING OF REINFORCEMENT & CONCRETING

6.3.1 General provisions

i) The erection or dismantling of buildings, structures, civil engineering works, formwork, falsework and shoring should be carried out by trained workers only under the supervision of a competent person.

ii) Precautions should be taken to guard against danger to workers arising from any temporary state of weakness or instability of a structure.

iii) Formwork, falsework and shoring should be so designed, constructed and maintained that it will safely support all loads that may be imposed on it.

iv) Formwork should be so designed and erected that working platforms, means of access, bracing and means of handling and stabilising are easily fixed to the formwork structure.

6.3.2. Erection and dismantling of steel and prefabricated structures

i) The safety of workers employed on the erection and dismantling of steel and prefabricated structures should be ensured by appropriate means, such as provision and use of:

(a) ladders, gangways or fixed platforms;

(b) platforms, buckets, boatswain's chairs or other appropriate means suspended from lifting appliances;

(c) safety harnesses and lifelines, catch nets or catch platforms;

(d) Power-operated mobile working platforms.

ii) Steel and prefabricated structures should be so designed and made that they can be safely transported and erected.

iii) In addition to the need for the stability of the part when erected, the design should explicitly take following into account:

(a) the conditions and methods of attachment in the operations of transport, storing and temporary support during erection or dismantling as applicable;

(b) Methods for the provision of safeguards such as railings and working platforms, and, when necessary, for mounting them

easily on the structural steel or prefabricated parts.

iv) The hooks and other devices built in or provided on the structural steel or prefabricated parts that are required for lifting and transporting them should be so shaped, dimensioned and positioned as:

(a) to withstand with a sufficient margin the stresses to which they are subjected;
(b) Not to set up stresses in the part that could cause failures, or stresses in the structure itself not provided for in the plans, and be designed to permit easy release from the lifting appliance. Lifting points for floor and staircase units should be located (recessed if necessary) so that they do not protrude above the surface;
(c) To avoid imbalance or distortion of the lifted load.

v) Storeplaces should be so constructed that:

(a) there is no risk of structural steel or prefabricated parts falling or overturning;
(b) storage conditions generally ensure stability and avoid damage having regard to the method of storage and atmospheric conditions;
(c) racks are set on firm ground and designed so that units cannot move accidentally.

vi) While they are being stored, transported, raised or set down, structural steel or prefabricated parts should not be subjected to stresses prejudicial to their stability.

vii) Every lifting appliance should:

(a) be suitable for the operations and not be capable of accidental disconnection;
(b) be approved or tested as per statutory requirement.

viii) Lifting hooks should be of the self-closing type or of a safety type and should have the maximum permissible load marked on them.

ix) Tongs, clamps and other appliances for lifting structural steel and prefabricated parts should:

(a) be of such shape and dimensions as to ensure a secure grip without damaging the part;
(b) be marked with the maximum permissible load in the most unfavourable lifting conditions.

x) Structural steel or prefabricated parts should be lifted by methods or appliances that prevent them from spinning accidentally.

xi) When necessary to prevent danger, before they are raised from the ground, structural steel or prefabricated parts should be provided with safety devices such as railings and working platforms to prevent falls of persons.

xii) While structural steel or prefabricated parts are being erected, the workers should be provided with appliances for guiding them as they are being lifted and set down, so as to avoid crushing of hands and to facilitate the operations. Use of such appliances should be ensured.

xiii) A raised structural steel or prefabricated part should be so secured and wall units so propped that their stability cannot be imperiled, even by external agencies such as wind and passing loads before its release from the lifting appliance.

xiv) At work places, instruction should be given to the workers on the methods, arrangements and means required for the storage, transport, lifting and erection of structural steel or prefabricated parts, and, before erection starts, a meeting of all those responsible should be held to discuss and confirm the requirements for safe erection.

xv) During transportation within the construction area, attachments such as slings and stirrups mounted on structural steel or prefabricated parts should be securely fastened to the parts.

xvi) Structural steel or prefabricated parts should be so transported that the conditions do not affect the stability of the parts or the means of transport result in jolting, vibration or stresses due to blows, or loads of material or persons.

xvii) When the method of erection does not permit the provision of other means of protection against fall of persons, the workplaces should be protected by guardrails, and if appropriate by toe-boards.

xviii) When adverse weather conditions such as snow, ice and wind or reduced visibility entail risks of accidents, the work should be carried on with particular care, or, if necessary, interrupted.

xix) Structures should not be worked on during violent storms or high winds, or when they are covered with ice or snow, or are slippery from other causes.

xx) If necessary, to prevent danger, structural steel parts should be equipped with attachments for suspended scaffolds, lifelines or safety harnesses and other means of protection.

xxi) The risks of falling, to which workers moving on high or sloping girders are exposed, should be limited by all means of adequate collective protection or, where this is impossible, by the use of a safety harness that is well secured to a strong support.

xxii) Structural steel parts that are to be erected at a great height should as far as practicable be assembled on the ground.

xxiii) When structural steel or prefabricated parts are being erected, a sufficiently extended area underneath the workplace should be barricaded or guarded

xxiv) Steel trusses that are being erected should be adequately shored, braced or guyed until they are permanently secured in position.

xxv) Load-bearing structural member should not be dangerously weakened by cutting, holing or other means.

xxvi) Structural members should not be forced into place by the hoisting machine while any worker is in such a position that he could be injured by the operation.

xxvii) Open-web steel joists that are hoisted singly should be directly placed in position and secured against dislodgment.

6.3.3 Reinforcement

i) Ensure that workers use Personnel Protective equipment like safety helmet, safety shoes, gloves etc.

ii) Don't place the hand below the rods for checking clear distance. Use measuring devices.

iii) Don't wear loose clothes while checking the rods.

iv) Don't stand unnecessarily on cantilever rods.

v) To carry out welding/cutting of rods, safety procedures/precautions as mentioned in Item No. 6.5 to be followed.

vi) For supplying of rods at heights, proper staging and/or bundling to be provided.

vii) Ensure barricading and staging for supplying and fixing of rods at height.

viii) For short distance carrying of materials on shoulders, suitable pads to be provided.

ix) While transporting material by trucks/trailers, the rods shall not protrude in front of or by the sides of driver's cabin. In case such protrusion cannot be avoided behind the deck, then it should not extend $1/3^{rd}$ of deck length or 1.5M which ever is less and tied with red flags/lights.

6.3.4 Concreting

i) Ensure stability of shuttering work before allowing concreting.

ii) Barricade the concreting area while pouring at height/depths.

iii) Keep vibrator hoses, pumping concrete accessories in healthy conditions and mechanically locked.

iv) Pipelines in concrete pumping system shall not be attached to temporary structures such as scaffolds and formwork support as the forces and movements may effect their integrity.

v) Check safety cages & guards around moving motors/parts etc. provided in concreting mixers.

vi) Use Personal Protective Equipment like gloves, safety shoes etc. while dealing with concrete and wear respirators for dealing with cement.

vii) Earthing of electrical mixers, vibrators, etc. should be done and verified.

viii) Cleaning of rotating drums of concrete mixers shall be done from outside. Lockout devices shall be provided where workers need to enter.

ix) Where concrete mixers are driven by internal combustion engine, exhaust points shall be located away from the worker's workstation so as to eliminate their exposure to obnoxious fumes.

x) Don't allow unauthorised person to stand under the concreting area.

xi) Ensure adequate lighting arrangements for carrying out concrete work during night.

xii) Don't allow the same workers to pour concrete round the clock. Insist on shift pattern.

xiii) During pouring, shuttering and its supports should be continuously watched for defects.

6.4 ROAD WORK

6.4.1 Site shall be barricaded and provided with warning signs, including night warning lamps at appropriate locations for traffic diversion.

6.4.2 Filled and empty bitumen drums shall be stacked separately at designated places.

6.4.3 Mixing aggregate with bitumen shall preferably be done with the help of bitumen batch mixing plant, unless operationally non-feasible.

6.4.4 Road rollers, Bitumen sprayers, Pavement finishers shall be driven by experienced drivers with valid driving license.

6.4.5 Workers handling hot bitumen sprayers or spreading bitumen aggregate mix or mixing bitumen with aggregate, shall be provided with PVC hand gloves and rubber shoes with legging up to knee joints.

6.4.6 At the end of day's work, surplus hot bitumen in tar boiler shall be properly covered by a metal sheet, to prevent anything falling in it,

6.4.7 If bitumen accidentally falls on ground, it shall be immediately covered by sprinkling sand, to prevent anybody stepping on it. Then it shall be removed with the help of spade.

6.4.8 For cement concrete roads, besides site barricading and installation of warning signs for traffic diversion, safe practices mentioned in the chapter on "Concreting", shall also be applicable.

6.5 CUTTING/WELDING

6.5.1 Common hazards involved in welding/cutting are sparks, molten metal, flying particles, harmful light rays, electric shocks etc. Following precautions should be taken: -

i) A dry chemical type fire extinguisher shall be made available in the work area.

ii) Adequate ventilation shall be ensured by opening manholes and fixing a shield or forced circulation of air etc, while doing a job in confined space.

iii) Ensure that only approved and well-maintained apparatus, such as torches, manifolds, regulators or pressure reducing valves, and acetylene generators, be used.

iv) All covers and panels shall be kept in place, when operating an electric Arc welding machine.

v) The work piece should be connected directly to Power supply, and not indirectly through pipelines/structures/equipments etc.

vi) The welding receptacles shall be rated for 63 A suitable for 415V, 3-Phase system with a scraping earth. Receptacles shall have necessary mechanical interlocks and earthing facilities.

vii) All cables, including welding and ground cables, shall be checked for

any worn out or cracked insulation before starting the job. Ground cable should be separate without any loose joints.

viii) Cable coiling shall be maintained at minimum level, if not avoidable.

ix) An energised electrode shall not be left unattended.

x) The power source shall be turned off at the end of job.

xi) All gas cylinders shall be properly secured in upright position.

xii) Acetylene cylinder shall be turned and kept in such a way that the valve outlet points away from oxygen cylinder.

xiii) Acetylene cylinder key for opening valve shall be kept on valve stem, while cylinder is in use, so that the acetylene cylinder could be quickly turned off in case of emergency. Use flash back arrestors to prevent back-fire in acetylene/oxygen cylinder.

xiv) When not in use, valves of all cylinders shall be kept closed.

xv) All types of cylinders, whether full or empty, shall be stored at cool, dry place under shed.

xvi) Forced opening of any cylinder valve should not be attempted.

xvii) Lighted gas torch shall never be left unattended.

xviii) Store acetylene and oxygen cylinders separately.

xix) Store full and empty cylinders separately.

xx) Avoid cylinders coming into contact with heat.

xxi) Cylinders that are heavy or difficult to carry by hand may be rolled on their bottom edge but never dragged.

xxii) If cylinders have to be moved, be sure that the cylinder valves are shut off.

xxiii) Before changing torches, shut off the gas at the pressure reducing regulators and not by crimping the hose.

xxiv) Do not use matches to light torches, use a friction lighter.

xxv) Move out any leaking cylinder immediately.

xxvi) Use trolleys for oxygen & acetylene cylinder and chain them.

xxvii) Always use Red hose for acetylene and other fuel gases and Black for oxygen, and ensure that both are in equal length.

xxviii) Ensure that hoses are free from burns, cuts and cracks and properly clamped.

xxix) Avoid dragging hoses over sharp edges and objects

xxx) Do not wrap hoses around cylinders when in use or stored.

xxxi) Protect hoses from flying sparks, hot slag, and other hot objects.

xxxii) Lubricants shall not be used on Ox-fuel gas equipment.

xxxiii) During cutting/welding, use proper type goggles/face shields.

6.6 WORKING IN CONFINED SPACES

6.6.1 Following safety practices for working in confined space like towers, columns, tanks and other vessels should be followed in addition to the safety guidelines for specific jobs like scaffolding, cutting/welding etc.

i) Shut down, isolate, depressurise and purge the vessel as per laid down procedures.

ii) Entry inside the vessel and to carry out any job should be done after issuance of valid permit only in line with the requirement of OISD-STD-105.

iii) Ensure proper and accessible means of exit before entry inside a confined space.

iv) The number of persons allowed inside the vessel should be limited to avoid overcrowding.

v) When the work is going on in the confined space, there should always be one man standby at the nearby manway.

vi) Before entering inside the vessels underground or located at lower elevation, probability of dense vapours accumulating nearby should also be considered in addition to inside the vessel.

vii) Ensure requisite O_2 level before entry in the confined space and monitor level periodically or other wise use respiratory devices.

viii) Check for no Hydrocarbon or toxic substances before entry and monitor level periodically or use requisite Personal Protective Equipment.

ix) Ensure adequate ventilation or use respiratory devices.

x) Depending upon need, necessary respirator system, gas masks and suit shall be worn by everyone entering confined space. In case of sewer, OWS or in the confined area where there is a possibility of toxic or inert gas, gas masks shall be used by everyone while entering.

xi) Barricade the confined spaces during hoisting, radiography, blasting, pressure testing etc.

xii) Use 24V flameproof lamp fittings only for illumination.

xiii) Use tools with air motors or electric tools with maximum voltage of 24V.

xiv) House keeping shall be well maintained.

xv) Safety helmet, safety shoes and safety belt shall be worn by everyone entering the confined space.

xvi) Don't wear loose clothing while working in a confined space.

xvii) In case of the vessels which are likely to contain pyropheric substances (like Iron Sulphide), special care need to be taken before opening the vessel. Attempt should be made to remove the pyropheric substances. Otherwise, these should be always kept wet by suitable means.

xviii) The cutting torches should also be kept outside the vessel immediately after the cutting.

xix) The gas cylinders used for cutting/welding shall be kept outside.

xx) All cables, hoses, welding equipment etc., shall be removed from confined space at end of each work day, even if the work is to be resumed in the same space the next day.

xxi) To the extent possible sludge shall be cleared and removed from outside before entering.

xxii) No naked light or flame or hot work such as welding, cutting and soldering should be permitted inside a confined space or area unless it has been made completely free of the flammable atmosphere, tested and found safe by a competent person. Only non-sparking tools and flameproof hand lamps protected with guard and safety torches should be used inside such confined space or area for initial inspection, cleaning or other work required to be done for making the area safe.

xxiii) Communication should be always maintained between the worker and the attendant.

6.7 PROOF/PRESSURE TESTING

6.7.1 Review test procedure before allowing testing with water or air or any other fluid.

6.7.2 Provide relief valves of adequate size while testing with air or other gases.

6.7.3 Ensure compliance of necessary precautions, step wise loading, tightening of fasteners, grouting etc. before and during testing.

6.7.4 Inform all concerned in advance of the testing.

6.7.5 Keep the vents open before opening any valve for filling/draining of liquid used for hydrotesting. The filling/draining should not exceed the designed rate for pressure testing.

6.7.6 Provide separate gauges of suitable range for pressurising pump and the equipment to be tested.

6.7.7 Provide gauges at designated locations for monitoring of pressures.

6.7.8 Check the calibration of all pressurising equipment and accessories and maintain records.

6.7.9 Take readings at pre-defined intervals.

6.8 WORKING AT HEIGHTS

6.8.1 General Provision

i) While working at a height of more than 3 meters, ISI approved safety belt shall be used.

ii) While working at a height of more than 3 meters, permit should be issued by competent person before commencement of the job.

iii) Worker should be well trained on usage of safety belt including its proper usage at the time of ascending/descending.

iv) All tools should be carried in tool kits to avoid their falling.

v) If the job is on fragile/sloping roof, roof walk ladders shall be used.

vi) Provide lifeline wherever required.

vii) Additional safety measures like providing Fall Arrestor type Safety belt, safety net should be provided depending upon site conditions, job requirements.

viii) Keep working area neat and clean. Remove scrap material immediately.

ix) Don't throw or drop material/equipment from height.

x) Avoid jumping from one member to another. Use proper passageway.

xi) Keep both hands free while climbing. Don't try to bypass the steps of the ladder.

xii) Try to maintain calm at height. Avoid over exertion.

xiii) Avoid movements on beam.

xiv) Elevated workplaces including roofs should be provided with safe means of access and egress such as stairs, ramps or ladders.

6.8.2 Roof Work

i) All roof-work operations should be pre-planned and properly supervised.

ii) Roof work should only be undertaken by workers who are physically and psychologically fit and have the necessary knowledge and experience for such work.

iii) Work on roofs shouldn't be carried on in weather conditions that threaten the safety of workers.

iv) Crawling boards, walkways and roof ladders should be securely fastened to a firm structure.

v) Roofing brackets should fit the slope of the roof and be securely supported.

vi) Where it is necessary for a person to kneel or crouch near the edge of the roof, necessary precautions should be taken.

vii) On a large roof where work have to be carried out at or near the edge, a simple barrier consisting of crossed scaffold tubes supporting a tubing guardrail may be provided.

viii) All covers for openings in roofs should be of substantial construction and be secured in position.

ix) Roofs with a pitch of more than 10 should be treated as sloping.

x) When work is being carried out on sloping roofs, sufficient and suitable crawling boards or roof ladders should be provided and firmly secured in position.

xi) During extensive work on the roof, strong barriers or guardrails and toe-boards should be provided to stop a person from falling off the roof.

xii) Where workers are required to work on or near roofs or other places covered with fragile material, through which they are liable to fall, they should be provided with suitable roof ladders or crawling boards strong enough and when spanning across the supports for the roof covering to support those workers.

xiii) A minimum of two boards should be provided so that it is not necessary for a person to stand on a fragile roof to move a board or a ladder, or for any other reason.

6.8.3 Work on tall chimneys

i) For the erection and repair of tall chimneys, scaffolding should be provided. A safety net should be maintained at a suitable distance below the scaffold.

ii) The scaffold floor should always be at least 65 cm below the top of the chimney.

iii) Under the working floor of the scaffolding the next lower floor should be left in position as a catch platform.

iv) The distance between the inside edge of the scaffold and the wall of the chimney should not exceed 20 cm at any point.

v) Catch platforms should be erected over:

(a) the entrance to the chimney;
(b) Passageways and working places where workers could be endangered by falling objects.

vi) For climbing tall chimneys, access should be provided by:

(a) stairs or ladders;
(b) a column of iron rungs securely embedded in the chimney wall;
(c) Other appropriate means.

vii) When workers use the outside rungs to climb the chimney, a securely fastened steel core rope looped at the free end and hanging down at least 3 m should be provided at the top to help the workers to climb on to the chimney.

viii) While work is being done on independent chimneys the area surrounding the chimney should be enclosed by fencing at a safe distance.

ix) Workers employed on the construction, alteration, maintenance or repair of tall chimneys should not:

a) work on the outside without a safety harness attached by a lifeline to a rung, ring or other secure anchorage;
b) put tools between the safety harness and the body or in pockets not intended for the purpose;
c) haul heavy materials or equipment up and down by hand to or from the workplace on the chimney;
d) fasten pulleys or scaffolding to reinforcing rings without first verifying their stability;
e) work alone;
f) climb a chimney that is not provided with securely anchored ladders or rungs;
g) Work on chimneys in use unless the necessary precautions to avoid danger from smoke and gases have been taken.

x) Work on independent chimneys should not be carried on in high winds, icy conditions, fog or during electrical storms.

6.9 HANDLING AND LIFTING EQUIPMENT:

6.9.1 General Provisions

Following are the general guidelines to be followed with regard to all types of handling and lifting equipment in addition to the guidelines for specific type of equipments dealt later on.

i) There should be a well-planned safety programme to ensure that all the lifting appliances and lifting gear are selected, installed, examined, tested, maintained, operated and dismantled with a view to preventing the occurrence of any accident;

ii) All lifting appliances shall be examined by competent persons at frequencies as specified in "The Factories act".

iii) Check thoroughly quality, size and condition of all lifting tools like chain pulley blocks, slings, U-clamps, D-shackles etc. before putting them in use.

iv) Safe lifting capacity of all lifting & handling equipment, tools and shackles should be got verified and certificates obtained from competent authorities before its use. The safe working load shall be marked on them.

v) Check periodically the oil, brakes, gears, horns and tyre pressure of all moving equipments like cranes,

forklifts, trailers etc as per manufacturer's recommendations.

vi) Check the weights to be lifted and accordingly decide about the crane capacity, boom length and angle of erection.

vii) Allow lifting slings as short as possible and check packing at the friction points.

viii) While lifting/placing of the load, no unauthorised person shall remain within the radius of the boom and underneath the load.

ix) While loading, unloading and stacking of pipes, proper wedges shall be placed to prevent rolling down of the pipes.

x) Control longer jobs being lifted up from both ends.

xi) Only trained operators and riggers should carry out the job. While the crane is moving or lifting the load, the trained rigger should be there for keeping a vigil against hitting any other object.

xii) During high wind conditions and nights, lifting of heavy equipments should be avoided. If unavoidable to do erection in night, operator and rigger should be fully trained for night signaling. Also proper illumination should be there.

xiii) Allow crane to move on hard, firm and leveled ground.

xiv) When crane is in idle condition for long periods or unattended, crane boom should either be lowered or locked as per manufacturer's guidelines.

xv) Hook and load being lifted shall remain in full visibility of crane operators, while lifting, to the extent possible.

xvi) Don't allow booms or other parts of crane to come within 3 meters reach of overhead electrical cables.

xvii) No structural alterations or repairs should be made to any part of a lifting appliance, which may affect the safety of the appliance without the permission and supervision of the competent person.

6.9.2 Hoists

i) Hoist shafts should be enclosed with rigid panels or other adequate fencing at:

(a) ground level on all sides;
(b) all other levels at all points at which access is provided;
(c) all points at which persons are liable to be struck by any moving part.

ii) The enclosure of hoist shafts, except at approaches should extend where practicable at least 2mt above the floor, platform or other place to which access is provided except where a lesser height is sufficient to prevent any person falling down the hoistway and there is no risk of any person coming into contact with any moving part of the hoist, but in no case should the enclosure be less than 1mt in height.

iii) The guides of hoist platforms should offer sufficient resistance to bending and, in the case of jamming by a safety catch, to buckling.

iv) Where necessary to prevent danger, adequate covering should be provided above the top of hoist shafts to prevent material falling down them.

v) Outdoor hoist towers should be erected on firm foundations, and securely braced, guyed and anchored.

vi) A ladderway should extend from the bottom to the top of outdoor hoist towers, if no other ladderway exists within easy reach.

vii) Hoisting engines should be of ample capacity to control the heaviest load that they will have to move.

viii) Hoists should be provided with devices that stop the hoisting engine as soon as the platform reaches its highest stopping place.

ix) Winches should be so constructed that the brake is applied when the control handle is not held in the operating position.

x) It should not be possible to set in motion from the platform a hoist, which is not designed for the conveyance of persons.

xi) Winches should not be fitted with pawl and ratchet gears on which the pawl must be disengaged before the platform is lowered.

xii) Hoist platforms should be capable of supporting the maximum load that they will have to carry with a safety factor.

xiii) Hoist platforms should be equipped with safety gear that will hold the platform with the maximum load if the hoisting rope breaks.

xiv) If workers have to enter the cage or go on the platform at landings there should be a locking arrangement preventing the cage or platform from moving while any worker is in or on it.

xv) On sides not used for loading and unloading, hoist platforms should be provided with toe-boards and enclosures of wire mesh or other suitable material to prevent the fall of parts of loads.

xvi) Where necessary to prevent danger from falling objects, hoist platforms should be provided with adequate covering.

xvii) Counterweights consisting of an assemblage of several parts should be made of specially constructed parts rigidly connected together.

xviii) Counterweights should run in guides.

xix) Platforms should be provided at all landings used by workers.

xx) Following notices should be posted up conspicuously and in very legible characters:

(a) on all hoists:

- on the platform: the carrying capacity in kilograms or other appropriate standard unit of weight;
- on the hoisting engine: the lifting capacity in kilograms or other appropriate standard unit of weight;

(b) on hoists authorised or certified for the conveyance of persons:

- on the platform or cage: the maximum number of persons to be carried at one time;

(c) *on* hoists for goods only:

- on every approach to the hoist and on the platform: prohibition of use by persons.

xxi) Hoists intended for the carriage of persons should be provided with a cage so constructed as to prevent any person from falling out or being trapped between the cage and any fixed part of the structure when the cage gate is shut, or from being struck by the counterbalance weight or by articles or materials tailing down the hoistway.

xxii) On each side in which access is provided, the cage should have a gate fitted with devices which ensure that the gate cannot be opened except when the cage is at a landing and that the gate must be closed before the cage can move away from the landing.

xxiii) Every gate in the enclosure of the hoist shaft which gives access from a landing place to the cage should be fitted with devices to ensure that the gate cannot be opened except when the cage is at that landing place, and that the cage cannot be moved away from that landing place until the gate is closed.

6.9.3 Derricks

Stiff-leg derricks

i) Derricks should be erected on a firm base capable of taking the combined weight of the crane structure and maximum rated load.

ii) Devices should be used to prevent masts from lifting out of their seating.

iii) Electrically operated derricks should be effectively earthed from the sole plate or framework.

iv) Counterweights should be so arranged that they do not subject the backstays, sleepers or pivots to excessive strain.

v) When derricks are mounted on wheels:

a) a rigid member should be used to maintain the correct distance between the wheels;
b) they should be equipped with struts to prevent them from dropping if a wheel breaks or the derrick is derailed.

vi) The length of a derrick jib should not be altered without consulting the manufacturer.

vii) The jib of a scotch derrick crane should not be erected within the backstays of the crane.

Guy derricks

i) The restraint of the guy ropes should be ensured by fitting stirrups or anchor plates in concrete foundations.

ii) The mast of guy derricks should be supported by six top guys spaced approximately equally.

iii) The spread of the guys of a guy derrick crane from the mast should not be more than 45^0 from the horizontal.

iv) Guy ropes of derricks should be equipped with a stretching screw or turnbuckle or other device to regulate the tension.

v) Gudgeon pins, sheave pins and fool bearings should be lubricated frequently.

vi) When a derrick is not in use, the boom should be anchored to prevent it from swinging.

6.9.4 Gin poles

i) Gin poles should:

(a) be straight;
(b) consist of steel or other suitable metal;
(c) be adequately guyed and anchored;
(d) be vertical or raked slightly towards the load;
(e) be of adequate strength for the loads that they will be required to lift/move.

ii) Gin poles should not be spliced and if a gin pole is composed of different elements, they should be assembled in conformity with their intrinsic material strength.

iii) Gin poles should be fastened at their feet to prevent displacement in operation.

iv) Gin poles, which are moved from place to place and re-erected, should not be taken into use again before the pole, lifting ropes, guys, blocks and other parts have been inspected, and the whole appliance has been tested under load.

v) When platforms or skips are hoisted by gin poles, precautions should be taken to prevent them from spinning and to provide for proper landing.

6.9.5 Tower cranes

i) Where tower cranes have cabs at high level, persons, capable and trained to work at heights, should only be employed as crane operators.

ii) The characteristics of the various machines available should be considered against the operating requirements and the surroundings in which the crane will operate before a particular type of crane is selected.

iii) Care should be taken in the assessment of wind loads both during operations and out of service. Account should also be taken of the effects of high structures on wind forces in the vicinity of the crane.

iv) The ground on which the tower crane stands should have the requisite bearing capacity. Account should be taken of seasonal variations in ground conditions.

v) Bases for tower cranes and tracks for rail-mounted tower cranes should be firm and level. Tower cranes should only operate on gradients within limits specified by the manufacturer. Tower cranes should only be erected at a safe distance from excavations and ditches.

vi) Tower cranes should be sited where there is clear space available for erection, operation and dismantling. As far as possible, cranes should be sited so that loads do not have to be handled over occupied premises, over public thoroughfares, other construction works and railways or near power cables.

vii) Where two or more tower cranes are sited in positions where their jibs could touch any part of the other crane, there should be direct means of communication between them and a distinct warning system operated from the cab so that one driver may alert the other of impending danger.

viii) The manufacturers' instructions on the methods and sequence of erection and dismantling should be followed. The crane should be tested before being taken into use.

ix) The climbing operation of climbing tower cranes should be carried out in accordance with manufacturers' instructions. The free-standing height of the tower crane should not extend beyond what is safe and permissible in the manufacturers' instructions.

x) When the tower crane is left unattended, loads should be removed from the hook, the hook raised, the power switched off and the boom brought to the horizontal. For longer periods or at times when adverse weather conditions are expected, out of service procedures should be followed. The main jib should be slewed to the side of the tower away from the wind, put into free slew and the crane immobilised.

xi) A windspeed measuring device should be provided at an elevated position on the tower crane with the indicator fitted in the drivers' cab.

xii) Devices should be provided to prevent loads being moved to a point where the corresponding safe working load of the crane would be exceeded. Name boards or other items liable to catch the wind should not be mounted on a tower crane other than in accordance with the manufacturers' instructions.

xiii) Tower cranes should not be used for magnet, or demolition ball service, piling operations or other duties, which could impose excessive loading on the crane structure.

6.9.6 Lifting ropes

i) Only ropes with a known safe working capacity should be used as lifting ropes.

ii) Lifting ropes should be installed, maintained and inspected in accordance with manufacturers' instructions.

iii) Repaired steel ropes should not be used on hoists.

iv) Where multiple independent ropes are used, for the purpose of stability, to lift a work platform, each rope should be capable of carrying the load independently.

6.10 VEHICLE MOVEMENT

6.10.1 Park vehicles only at designated places. Don't block roads to create hindrance for other vehicles.

6.10.2 Don't overload the vehicle.

6.10.3 Obey speed limits and traffic rules.

6.10.4 Always expect the unexpected and be a defensive driver.

6.10.5 Drive carefully during adverse weather and road conditions.

6.10.6 Read the road ahead and ride to the left.

6.10.7 Be extra cautious at nights. Keep wind screens clean and lights in working condition.

6.10.8 All vehicles used for carrying workers and construction materials must undergo predictive/preventive maintenance and daily checks

6.10.9 Driver with proper valid driving license shall only be allowed to drive the vehicle

6.10.10 Routes shall be leveled, marked and planned in such a way so as to avoid potential hazards such as overhead power lines and sloping ground etc.

6.10.11 While reversing the vehicles, help of another worker should be ensured at all times

6.10.12 An unattended vehicle should have the engine switched off

6.10.13 Wherever possible one-way system shall be followed

6.10.14 Barriers/fixed stops should be provided for excavation/openings to prevent fall of vehicle

6.10.15 Load should be properly secured

6.10.16 The body of the tipper lorry should always be lowered before driving the vehicle off.

6.10.17 Signs/signals/caution boards etc. should be provided on routes .

6.11 ELECTRICAL

6.11.1 General Provisions

i) Only persons having valid licenses should be allowed to work on electrical facilities.

ii) No person should be allowed to work on live circuit. The same, if unavoidable, special care and authorisation need to be taken.

iii) Treat all circuits as "LIVE" unless ensured otherwise.

iv) Electrical "Tag Out" procedure "MUST" be followed for carrying out maintenance jobs.

v) Display voltage ratings prominently with "Danger" signs.

vi) Put caution/notice signs before starting the repair works.

vii) All electrical equipment operating above 250V shall have separate and distinct connections to earth grid.

viii) Proper grounding to be ensured for all switch boards and equipment including Portable ones prior to taking into service.

ix) Make sure that electrical switch boards, portable tools, equipments (like grinding machine etc.) don't get wet during their usage. If it happens, stop the main supply, make the tools dry and then only use them. Check proper earthing.

All temporary switch boards/ KIOSKS put up at work site should be suitably protected from rain and the level of same should be high enough to avoid contact with water due to water logging.

x) Don't work wet on electrical system.

xi) Don't overload the electrical system.

xii) Use only proper rated HRC fuses.

xiii) Industrial type extension boards and Plug sockets are only to be used.

xiv) ELCB for all temporary connections must be provided. Use insulated 3 pin plug tops.

xv) All power supply cables should be laid properly and neatly so that they don't cause hindrance to persons working and no physical damage also takes place to the cables during various construction activities.

xvi) All Power cables to be properly terminated using glands and lugs of proper size and adequately crimped.

xvii) Use spark-proof/flame proof type electrical fittings in Fire Hazard zones as per area classification under OISD-STD-113.

xviii) Check installations of steel plates/pipes to protect underground cables at crossings.

xix) Don't lay unarmored cable directly on ground, wall, roof or trees. All temporary cables should be laid at least 750 mm below ground and cable markers should be provided. Proper sleeves should be provided at road crossings. In case temporary cables are to be laid on wooden poles/steel poles, the minimum cable heights should be 4.5 M.

xx) Maintain safe overhead distance of HT cables as per Indian Electricity Rules and relevant acts.

xxi) Don't connect any earthing wire to the pipelines/structures.

xxii) Don't make any unsafe temporary connections, naked joints/wiring etc.

xxiii) Ensure that temporary cables are free from cuts, damaged insulation, kinks or improper insulated joints.

xxiv) Check at periodic intervals that pins of sockets and joints are not loose.

xxv) Protect electrical wires/equipments from water and naked flames.

xxvi) Illuminate suitably all the work areas.

xxvii) All switchboards should be of MS structure only and incoming source should be marked.

xxviii) Hand lamps should not be of more than 24V rating.

xxix) Fire extinguishers (DCP/CO_2/Sand buckets) should be kept near

temporary switch boards being used for construction purposes. Don't use water for fighting electrical fires.

xxx) Insulating mats shall be provided in the front and back end of switch boards.

xxxi) All parts of electrical installations should be so constructed, installed and maintained as to prevent danger of electric shock, fire and external explosion.

Periodic checking/certification of electrical safety appliances such as gloves, insulating mats, hoods etc. to be done/witnessed along with maintaining a register at site signed by competent authority.

xxxii) A notice displaying following, should be kept exhibited at suitable places:

a) prohibiting unauthorised persons from entering electrical equipment rooms or from handling or interfering with electrical apparatus;
b) containing directions as to procedures in case of fire, rescue of persons in contact with live conductors and the restoration of persons suffering from electric shock;
c) specifying the person to be notified in case of electrical accident or dangerous occurrence, and indicating how to communicate with him.

xxxiii) No other cables/pipes to be laid in trench used for electrical cables.

xxxiv) Utmost care should be taken while excavating Earth from cable trench to avoid damage or any accident.

xxxv) Sub-station floor cut-outs meant for switch board installations to be covered wherever installation is incomplete.

NOTE: A Residual Current Operated Circuit Breaker (RCCB) or Earth Leakage Circuit Breaker (ELCB), when installed, protects a human being to the widest extent. RCCB or ELCB should be provided as per Indian Electricity Rules.

6.11.2 Inspection and maintenance

i) All electrical equipment should be inspected before taking into use to ensure suitability for its proposed use.

ii) At the beginning of every shift, the person using the electrical equipment should make a careful external examination of the equipment and conductors, especially the flexible cables.

iii) Apart from some exceptional cases, work on or near live parts of electrical equipment should be forbidden.

iv) Before any work is begun on conductors or equipment that do not have to remain live:

a) the current should be switched off by a responsible authorised person;
b) precautions should be taken to prevent the current from being switched on again;
c) the conductors or the equipment should be tested to ascertain that they are dead;
d) the conductors and equipment should be earthed and short-circuited;
e) neighbouring live parts should be adequately protected against accidental contact.

v) After work has been done on conductors and equipment, the current should only be switched on again on the orders of a competent person after the earthing and short-circuiting have been removed and the workplace reported safe.

vi) Electricians should be provided with approved and tested tools, and personal protective equipment such as rubber gloves, mats etc.

vii) All conductors and equipment should be considered to be live unless there is a proof of the contrary.

viii) When work has to be done in dangerous proximity to live parts the current should be cut off. If for operational reasons this is not possible, the live parts should be fenced off or enclosed by qualified staff from the sub-station concerned.

6.11.3. Testing

i) Electrical installations should be inspected and tested and the results recorded.

ii) Periodic testing of the efficiency of the earth leakage protective devices should be carried out.

iii) Particular attention should be paid to the earthing of apparatus, the continuity of protective conductors, polarity and insulation resistance, protection against mechanical damage and condition of connections at points of entry.

6.12 OFFSHORE

6.12.1 General

The isolated nature of offshore installations are hazardous. They call for greater need for safety and survival at offshore. Safety at offshore is safety of installations and safety of personnel. Safety problems and accidents at offshore have high risks due to limited space, helicopter operation, sea transport etc. Following are the general safety guidelines to be followed in addition to the safety guidelines stipulated for specific jobs dealt later on:

i) Workers should be well trained to do their job independently with high degree of self-control and self-discipline.

ii) On arrival at offshore, everyone should be briefed about the safety rules to be followed at offshore, evacuation system etc. All personnel should wear overall (dangri), helmet and shoes for personnel protection.

iii) In case of emergency, workers should follow instruction of Field Production Superintendent (F.P.S.) In certain cases instructions may be given to abandon the offshore installation and evacuate the persons to safe location.

iv) To overcome above problems, offshore personnel must receive training for using life saving appliances and other personal survival techniques.

v) Any person working at offshore should have one person as standby for any eventuality.

6.12.2 Drilling Rigs

i) Location of jack up rigs should not be less than 5 Kms from shipping route. Orientation of the rig, wind direction etc are required for safe landing of helicopter. Information w.r.t. sea currents, wind speed, Hi-lo tide etc are required for mooring of supply vessels.

ii) Sea bed condition at every location should be ensured for safety of rig.

iii) Radio and other communication facilities should be such to maintain contact with base all times.

iv) During toeing of rig, the rig deck should be clear of load, toeing lines should be in good condition and tensions in various toeing lines should be constantly monitored.

v) Few steps during toeing are:

a) crane booms should be secured to their vesta,
b) all hatches and water tight doors should be closed,
c) number of personnel on board should be restricted,
d) evacuate in case of emergency and operation should be completed preferably in day light.

6.12.3 Drilling

i) In view of CO_2 and H_2S gas cut from well, effective ventilation should be provided where drilling is in progress.

ii) Safety alarm shall be checked in advance in view of failure of ventilation system.

iii) Suitable sensors for H_2S and Methane should be function tested time to time and suitable colour code should be given.

iv) Working areas of the crane should be illuminated during night to avoid accident.

v) Clear space should be available for despatch and receipt of load and, in particular, basket transfer of passengers. Persons engaged in loading/unloading of materials should be protected from falling into the sea.

vi) Signal light should be fitted at the top of the jib.

vii) Crane hook should be fitted with safety latches.

viii) Experienced person should be engaged in operation of specific equipment like winches, cranes etc.

ix) At least three cable turns shall always be there on the winch drum.

x) Adequate communication like walkie talkie, round robin phone should be available between the crane operator, supervisor and helper.

xi) Crane operation should be completely stopped during helicopter landing/taking off.

xii) Except for helicopter landing deck, all decks, platforms, bridges, ladders should have rigid and fixed guard rails atleast one meter high and should have one intermediate rail midway between the handrail and 100 mm toe board.

xiii) Wooden ladders shall not be used at offshore.

xiv) Flow sensor in the flow line should be ensured for safe working and to avoid blow out.

xv) Hydrogen sulphuide gas In offshore is of great risk and at 10 ppm (0.001%) concentration in air, a person should not be exposed for more than 8 hours, If concentration is more, then breathing apparatus should be used. Corrosion of equipment is also caused by H_2S.

xvi) Portable H_2S gas detector should be continously used.

6.12.4 Production Platforms

i) In case hydrocarbon Is released due to overpressure, leak, overflow, gas blow etc., shut down process to stop flow *of* hydrocarbon. Prevent ignition of released hydrocarbon and in case of fire shut in the process complex and follow emergency contigency plan.

ii) Sub surface safetv valve (SSSV)) below the well head should be actuated during uncontrolled well - flow and they should be regularly checked.

iii) Surface safety valve or SDV should be checked for no gas leakage from bleed port / flange etc., in the well head area. It should not be in "mechanical override" or bypassed from panel.

iv) High pressure gas lift lines - blowdown system should be O.K.

v) Auto actuation of SDVs in the inlet of pressure vessels should be O.K. and in "normal position" from shutdown panels. A record of status of switches normal/bypassed in auto-con* panels (PSH, PSL, LSL, ILSL) should be maintained.

* Shut Down Panels

vi) Welders rectifier set and electrical connections to it should be checked and approved by electrical-in-charge for proper electrical safely.

vii) “SCADA" telementry system if available should be operational for remote opening and closing of wells at unmanned platforms (through RPMC).

viii) Local ESD/FSD (near the work site) should be provided for jobs of very critical nature, so that the persons working can access it immediately in emergency for safety. Safety officer should judge the requirement & inform FPS for the same.

ix) Railings and Gratings etc. in and around work area should be O.K. and inspected to avoid slippage of man into sea.

x) Emergency shut down (ESD) system is initiated when an abnormal condition is detected. ESD should be checked once in six months.

xi) Platform should be manned round the clock.

xii) Welding and cutting work should be regulated by hot work permit.

xiii) All detectors should be calibrated as per recommendation of the manufacturer.

xiv) No system should be by-passed which affects the system of platform.

xv) In H_2S field platforms, due care shall be taken as per recommendations.

xvi) Follow the instructions of F.P.S. during stay at platform

6.12.5 Fire Prevention And Control

i) Provision be made for safe handling and storage of dirty rags, trash, and waste oil. Flammable liquids and chemicals applied on platform should be immediately cleaned.

ii) Paint containers and hydrocarbon samples, gas cylinders for welding and cutting should be stored properly. Cylinders should be transported in hand-cart.

iii) Smoking should be restricted and no smoking area should be identified.

iv) Special attention should be given to crude oil pump seals, diesel and gas engines which are potential source of ignition in the event of failure.

v) Fire and smoke detectors i.e. ultraviolet heat, thermal and smoke detector should be function tested once in three months.

vi) Fire is controlled in offshore by water spraying, Halon, CO_2 flooding, DCP and sprinkler system.

vii) Foaming agent is applied for controlling fire in liquid hydrocarbon. The system is not effective in gas fire.

viii) Light weight breathing system should be used.

ix) The fire control plan at offshore should reveal control station, fire alarms and fire detectors, deluge valves and sprinkler, fire extinguishing appliances, fireman outfit and ventilation system.

x) Fire fighting equipment should be maintained in ready to use condition.

6.12.6 Life Saving Appliances

i) Life boats with a speed of 6 knots and carrying capacity upto 50 persons are used in offshore.

ii) No. of life boats on one installation should have a capacity to accommodate twice the number of persons onboard installation.

iii) Launching appliances and life boat equipment should be checked every week.

iv) Boat landing areas should be adequately illuminated.

v) Life raft has no power and they rely on drift.

vi) Life jacket lifts the wearer after entering water.

vii) Life buoys are used to rescue persons if any person accidentally falls in the sea.

viii) All life saving appliances should be inspected by the MMD surveyor /sr. officials once a year.

ix) Every life boat shall be inspected once a week.

x) Every life boat and life raft should be serviced once a year by a competent authority,

6.12.7 Safety Precautions during Helicopter Transportation

i) Passenger briefing regarding safety rules while travelling in helicopter should be carried out before boarding the helicopter.

ii) Emergency procedure should be briefed to all the passenger In case helicopter is to ditch into the sea.

iii) Heli-pad should have a non-skid surface. Nylon rope net should be stretched on the deck.

iv) Proper drainage should be available on helideck.

v) There should be no obstruction on the helideck itself and within 3 meters of its parameter. Closest super structure above the helideck should have red obstruction light.

vi) While landing fire crew of two persons should be standby adjacent to helideck.

vii) Heli-deck should be properly illuminated for night landing.

viii) During switching off helicopter, persons should not be allowed to go out/ towards helicopter

6.13 DEMOLITION

6.13.1. General provisions

i) When the demolition of any building or structure might present danger to workers or to the public:

(a) necessary precautions, methods and procedures should be adopted, including those for the disposal of waste or residues;

(b) the work should be planned and undertaken only under the supervision of a competent person.

ii) Before demolition operations begin:

(a) structural details and builders' drawings should be obtained wherever possible;

(b) details of the previous use should be obtained to identify any possible contamination and hazards from chemicals, flammables, etc.;

(c) an initial survey should be carried out to identify any structural problems and risks associated with flammable substances and substances hazardous to health. The survey should note the type of ground on which the structure is erected, the condition of the roof trusses, the type of framing used in framed structures and the load-bearing walls;

(d) a method of demolition should be formulated after the survey and recorded in a method statement having taken all the various considerations into account and identifying the problems and their solutions;

iii) All electric, gas, water and steam service lines should be shut off and, as necessary, capped or otherwise controlled at or outside the construction site before work commences.

iv) If it is necessary to maintain any electric power, water or other services during demolition operations, they should be adequately protected against damage.

v) As far as practicable, the danger zone round the building should be adequately fenced off and sign posted. To protect the public a fence 2m high should be erected enclosing the demolition operations and the access gates should be secured outside working hours.

vi) The fabric of buildings contaminated with substances hazardous to health should be decontaminated. Protective clothing and respiratory devices should be provided and worn.

vii) Where plant has contained flammable materials, special precautions should be taken to avoid fire and explosion.

viii) The plant to be demolished should be isolated from all other plant that may contain flammable materials. Any residual flammable material in the plant should be rendered safe by cleaning, purging or the application of an inert atmosphere as appropriate.

ix) Care should be taken not to demolish any parts, which would destroy the stability of other parts.

x) Demolition activities should not be continued under adverse climatic conditions such as high winds, which could cause the collapse of already weakened structures.

xi) To prevent hazards parts of structures should be adequately shored, braced or otherwise supported.

xii) Structures should not be left in a condition in which they could be brought down by wind pressure or vibration.

xiii) Where a deliberate controlled collapse technique is to be used, expert engineering advice should be obtained, and:

(a) it should only be used where the whole structure is to come down because it relies on the removal of key structural members to effect a total collapse;

(b) it should only be used on sites that are fairly level and where there is enough surrounding space for all operatives and equipment to be withdrawn to a safe distance.

xiv) When equipment such as power shovels and bulldozers are used for

demolition, due consideration should be given to the nature of the building or structure, its dimensions, as well as to the power of the equipment being used.

xv) If a swinging weight is used for demolition, a safety zone having a width of at least one-and-a-half times the height of the building or structure should be maintained around the points of impact.

6.13.2. Demolition of structural steelwork

i) All precautions should be taken to prevent danger from any sudden twist, spring or collapse of steelwork, ironwork or reinforced concrete when it is cut or released.

ii) Steel construction should be demolished tier by tier.

iii) Structural steel parts should be lowered and not dropped from a height.

6.14 RADIOGRAPHY

6.14.1 All radiography jobs shall be carried out as per BARC Safety Regulations

6.14.2 During field radiography, nearby area around the radiation source should be cordoned off.

6.14.3 If the field radiography is to be done at the same location repeatedly, it is advisable to provide either a wire fencing around or a temporary brick enclosure.

6.14.4 Special permission/permit should be taken for radiography from area-in-charge.

6.14.5 As far as possible, field radiography should be done only during night time when there is little or no occupancy there.

6.14.6 Radiation warning signals should be pasted all along the cordoned off area.

6.14.7 Entry into the restricted area by unauthorised persons should be strictly prohibited during exposure.

6.14.8 The radiation level alongwith the cordon should be monitored by a suitable and well-calibrated radiation survey meter.

6.14.9 All personnel working with radiography sources should wear appropriate protective equipment and film badges issued by BARC.

6.14.10 Protection facilities such as manipulator rod, remote handling tongs, lead pots, radiation hazard placards and means of cordon off shall be available at each site.

6.14.11 The radiography source shall never be touched or handled directly with hands.

6.14.12 The package containing radiography cameras and sources should never be carried by public transport like bus, train etc.

6.14.13 Radiography sources and cameras, when not in use, should be stored inside a source pit with lock and key arrangement as approved by BARC. The storage room should preferably be located in an isolated area of minimum occupancy and radiation level outside the storage room should not exceed 0.25 mR/hr as per BARC Regulations.

6.14.14 In case of an accident (due to loss or of damage to radiography source), action should be taken in line with BARC Safety Rules/Guidelines.

6.15 SAND/SHOT BLASTING/ SPRAY PAINTING

6.15.1 Sand blasting should be used only after approval from competent person.

6.15.2 Air Compressor used for sand/shot blasting/painting should have guard and positioned away from the work place.

6.15.3 Exhaust of the prime mover, if IC engine is used, should be directed away from the work place.

6.15.4 In case of motor driven compressor, the body of the motor as well as the compressor to be properly earthed.

6.15.5 The hoses used for compressed air should be of proper quality, and health of the same to be ensured through regular check/ test.

6.15.6 The operator of sand/shot blasting/painting should wear suitable PPE's including mask.

6.15.7 Adequate measures to be taken to suppress dust/spray particle.

6.15.8 Sand used for sand blasting should be suitably covered & protected from to rain/moisture.

6.15.9 When these activities are done in confined places, adequate measure to be taken for proper ventilation.

6.16 WORK ABOVE WATER

6.16.1 General Provisions

i) Where work is done over or in close proximity to water & where possibility of drowning exists, provision should be made for:

a) Preventing workers from falling into water;

b) The rescue of workers in danger of drowning;

c) Safe and sufficient transport.

ii) Provisions for the safe performance of work over or in close proximity to water should include, where appropriate, the provision and use of suitable and adequate:

a) fencing, safety nets and safety harnesses;

b) lifebuoys, life jackets and manned boats;

c) protection against such hazards as reptiles and other animals.

iii) Gangways, pontoons, bridges, footbridges and other walkways or work places over water should:

a) possess adequate strength and stability;

b) be sufficiently wide to allow safe movement of workers;

c) have level surfaces free from tripping hazards;

d) be adequately lit when natural light is insufficient;

e) where practicable and necessary, to prevent danger, be provided with toe-boards, guard rails, hand ropes etc.

f) be secured to prevent dislodgment by rising water or high winds;

g) if necessary, be equipped with ladders which should be sound, of sufficient strength and length and be securely lashed to prevent slipping.

iv) All deck openings including those for buckets should be fenced.

6.16.2 Rescue & Emergency procedures

i) Persons who work over water should be provided with some form of buoyancy aid. Life jackets should provided sufficient freedom of movement, have sufficient buoyancy to bring persons to the surface and keep them afloat face upwards, be easily secured to the body, be readily visible by way of self luminous paint/strip.

ii) Nobody should work alone on or above water.

iii) Each worker should be trained in the procedure to be followed in the event of an emergency.

7.0 ADDITIONAL SAFETY PRECAUTION FOR UNITS WITH HYDROCARBONS

In addition to general safety precautions as outlined above for the activities in Clause 6.0, following additional safety precautions need to be taken for the sites within the operating area or nearby, where presence of Hydrocarbons cannot be ruled out.

i) No job shall be carried out without a valid permit. Permit should be in line with OISD-STD-105 "Work Permit System".

ii) Smoking should be prohibited in all places containing readily combustible or flammable materials and "No Smoking" notices be prominently displayed.

iii) In confined spaces and other places where flammable gases, vapours or dusts can cause danger, following measures should be taken:

(a) only approved type electrical installations and equipment, including portable lamps, should be used;

(b) there should be no naked flames or source of ignition;

(c) oily rags, waste and clothes or other substances liable to spontaneous ignition should be removed without delay to a safe place;

(d) ventilation should be provided.

iv) Regular inspections should be made of places where there are fire risks. These include the vicinity of heating appliances, electrical installations and conductors, stores of flammable and combustible materials, welding and cutting operations.

v) Welding, flame cutting and other hot work should only be done after issuance of work permit in line with the requirement of OISD-STD-105 after appropriate precautions, as required, are taken to reduce the risk of fire. For carrying out other jobs also, OISD-STD-105 should be followed strictly.

vi) Fire-extinguishing equipment should be well maintained and inspected at suitable intervals by a competent person. Access to fire-extinguishing equipment such as hydrants, portable extinguishers and connections for hoses should be kept clear at all times.

vii) All supervisors and a sufficient number of workers should be trained in the use of fire-extinguishing equipment, so that adequate trained personnel are readily available during all working periods.

viii) Audio means to give warning in case of fire should be provided where this is necessary to prevent danger. Such warning should be clearly audible in all parts of the site where persons are liable to work. There should be an effective evacuation plan so that all persons are evacuated speedily without panic and accounted for and all plant and processes shut down.

ix) Notices should be posted at conspicuous places indicating:

(a) the nearest fire alarm;
(b) the telephone number and address of the nearest emergency services.

x) The work site shall be cleared of all combustible materials, as Sparks and molten metal coming from the welding job can easily ignite combustible materials near or below the welding site. If the combustible materials cannot be removed from the area, the same shall be properly shielded.

xi) A dry chemical type fire extinguisher shall be made available in the work area. Also fire protection facilities like running hoses etc. as per permit should be complied with.

xii) Wherever required, welding screens shall be put up to protect other equipment in adjoining areas against flying sparks. Material used should be metal/asbestos/water curtain.

xiii) Welding or cutting of vessels/ equipments used in Hydrocarbon/ hazardous chemicals shall be done after proper gas freeing and verifying the same with the explosive-meter.

xiv) The confined space/equipment shall be gas freed and cleaned.

xv) Absence of any toxic gas and any flammable gas above explosion limit shall be ensured with the help of gas detection instrument and explosive meter respectively.

xvi) Used and hot electrode stubs shall be discarded in a metal bucket.

xvii) Use approved and certified flame arrestors for vehicles.

xviii) Work permit to be obtained, if construction work is carried out within existing operating area.

8.0 FIRST AID

First aid facilities should be provided in line with various statutory regulations like factory act etc. However following care should be taken:

i) First aid, including the provision of trained personnel should be ensured at work sites. Arrangement should be made for ensuring the medical attention of the injured workers. First aid box should be as per the Factory rules.

ii) Suitable rescue equipment, like stretchers should be kept readily available at the construction site.

iii) First-aid kits or boxes, as appropriate and as per statutory requirements, should be provided at workplaces and be protected against contamination by dust, moisture etc.

iv) First-aid kit or boxes should not keep anything besides material for first aid in emergencies.

v) First-aid kits and boxes should contain simple and clear instructions to be followed, be kept under the charge of a responsible person qualified to render the first aid and be regularly inspected and stocked.

vi) Where the work involves risk of drowning, asphyxiation or electric shock, first-aid personnel should be proficient in the use of resuscitation and other life saving techniques and in rescue procedures.

vii) Emergency telephone numbers of nearby Hospitals, Police, Fire Station and Administration should be prominently displayed.

9.0 DOCUMENTATION

The intention of keeping documentation of all types of accident(s) is to prevent recurrence of similar accident(s). All accidents should be reported as per OISD Guidelines (OISD-GDN-107) and Factories act, 1948.

All accidents (major, minor or near miss) should be investigated, analysed and recommendations should be documented along with implementation status.

All related data should be well-documented and further analysis highlighting the major cause(s) of accidents be done. This will help in identifying thrust areas and training needs for prevention of accidents.

10.0 SAFETY AWARENESS & TRAINING

Safety awareness to all section of personnel ranging from site-in-charge to workmen helps not only preventing the risk but also build up the confidence. Time and expenditures also get saved as a result.

Safety awareness basically seeks to persuade/inform people on safety besides supplementing skill also. Awareness programme may include followings:

i) **Poster:** Posters with safety slogan in humorous, gruesome demonstrating manner may be used to discourage bad habits attributable to accidents by appealing to the workers' pride, self-love, affection curiosity or human aspects. These should be displayed in prominent location(s).

ii) **Safety Sign Boards**: Different type of message of cautioning, attention, notice etc. should be displayed at the appropriate places for learning/ awareness of the workmen while working at site.

iii) **Films & Slides:** Film(s) narrating the accident including the causes and possible remedial ways of preventing the recurrence of a similar accident should be displayed at regular intervals. Slides consisting main points of the film show may also be shown to workers.

iv) **Talks, lectures & conferences:** The success of these events would depend much on audience's understandings of the speaker (s). The speakers are to be knowledgeable and good presenter. Speakers should know to hold the attention and to influence the audiences.

v) **Competitions:** Organise competition(s) between the different deptts/categories of workers. The sense of reward/recognition also will improve safety awareness and result in enhancing safety levels.

vi) **Exhibitions:** Exhibitions also make the workers acquainted with hazards and means of preventive measures.

vii) **Safety Publication:** Safety publications including pocket books dealing with ways of investigation and prevention in the field of safety and so on, may be distributed to workers to promote the safety awareness.

viii) **Safety Drives:** From time to time, an intensive safety drive by organising a safety day or a safety week etc. should be launched.

ix) **Training:** Training for covering the hazards for different trade should be imparted. Training should also include the specific hazards related

to a job in addition to the general safety training as has been dealt in various chapters and should include all workers. Reference may be drawn from OISD-STD-154.

11.0 REFERRENCES

i) *Factory Act, 1948*

ii) *Indian Electricity Rules*

iii) *Safety & Health in Construction by ILO*

iv) *The Building & Other Construction Workers (Regulation, Employment and Conditions of Service) Act 1996*

ANNEXURE I

LIST OF SAFETY CODES FOR CIVIL WORKS PUBLISHED BY BUREAU OF INDIAN STANDARDS

Sr.no	Code No.	Title
01.	IS : 818	Code of Practice for Safety and Health Requirements in Electric and Gas Welding and Cutting Operations – First Revision.
02.	IS : 875	Code of practice for Structural safety of buildings: Masonry walls
03.	IS : 933	Specification for Portable Chemical Fire Extinguisher, Foam Type – Second Revision.
04.	IS : 1179	Specification for Equipment for Eye and Face Protection during Welding – First Revision.
05.	IS : 1904	Code of practice for Structural safety of buildings: Shallow foundations
06.	IS : 1905	Code of practice for Structural safety of buildings: Masonry walls
07.	IS : 2171	Specification for Portable Fire Extinguishers, Dry Powder Type – Second Revision.
08.	IS : 2361	Specification for Building Grips – First Revision.
09.	IS : 2750	Specification for Steel Scaffoldings.
10.	IS : 2925	Specification for Industrial Safety Helmets – First Revision.
11.	IS : 3016	Code of Practice for Fires Precautions in Welding and Cutting Operations – First Revision.
12.	IS : 3521	Industrial safety belts and harnesses
13.	IS : 3696 – Part I	Safety Code for Scaffolds and Ladders : Part I – Scaffolds.
14.	IS : 3696 – Part II	Safety Code for Scaffolds and Ladders : Part II – Ladders.
15.	IS : 3764	Safety Code for Excavation Work.
16.	IS : 4014 -Part I & II	Code of practice for Steel tubular scaffolding
17.	IS : 4081	Safety Code for Blasting and Related Drilling Operations.
18.	IS : 4082	Recommendations on staking and storage of construction materials at site
19.	IS : 4130	Safety Code for Demolition of Buildings – First Revision.
20.	IS : 4138	Safety Code Working in Compressed Air-First Revision
21.	IS : 4756	Safety code for Tunneling works
22.	IS : 4912	Safety requirements for Floor and Wall Openings, Railings and toe Boards –First Revision.
23.	IS : 5121	Safety Code for Piling and other Deep Foundations.
24.	IS : 5916	Safety Code for Construction involving use of Hot Bituminous Materials.
25.	IS : 5983	Specification for Eye Protectors – First Revision.
26.	IS : 6922	Structures subject to underground blasts, criteria for safety and design of
27.	IS : 7155	Code of recommended practices for conveyor safety
28.	IS : 7205	Safety Code for Erection on Structural Steel Works.

Sr.no	Code No.	Title
29.	IS : 7069	Safety Code for Handling and Storage of Building Materials.
30.	IS : 7293	Safety Code for Working with Construction Machinery.
31.	IS : 7323	Guidelines for operation of Reservoirs
32.	IS : 7969	Safety code for handling and storage of building material
33.	IS : 8758	Recommendation for Fire Precautionary Measures in construction of Temporary Structures and Pandals.
34.	IS : 8989	Safety Code for Erection of Concrete Framed Structures.
35.	IS : 9706	Code of Practices for construction of Arial ropeways for transportation of material
36.	IS : 9759	Guidelines for de-watering during construction
37.	IS : 9944	Recommendations on safe working load for natural and man-made fibre roap slings
38.	IS : 10291	Safety code for dress divers in civil engineering works
39.	IS :10386 – Part I	Safety Code for Construction, Operation and Maintenance for River Valley Projects.
40.	IS :10386 – Part II	Safety Code for Construction, Operation and Maintenance of River Valley Projects.
41.	IS : 11057	Code of practice for Industrial safety nets
42.	IS : 13415	Code of Practice on safety for Protective barriers in and around building
43.	IS : 13416	Recommendations for preventive measures against hazards at working places

OISD – GDN – 207

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OCTOBER 2002

CONTRACTOR SAFETY

OISD – GUIDELINES – 207

Oil Industry Safety Directorate
Government of India
Ministry of Petroleum & Natural Gas

CONTRACTOR SAFETY

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CONTRACTOR SAFETY

1.0 INTRODUCTION

Oil and Gas operations like Drilling, Production, Refining, Transportation and Distribution are inherently hazardous. A large number of contractor workforce is deployed to carry out construction, maintenance and other jobs. The analysis of the incidents in the Petroleum Sector indicates that a large number of incidents involved contractor workforce and have resulted in either casualty or injury besides leading to property damage and operational interruptions and environmental degradation.

In order to improve the safety levels of oil installations, the contractor safety is of utmost importance and there is a need to institute a good contractor safety system.

2.0 SCOPE

This standard covers broadly the guidelines on the management system for enhancing the safety levels of the contractor workforce deployed in construction, maintenance and operation activities in the hydrocarbon industry.

The safety precautions to be taken while carrying out different activities during construction / maintenance have separately been covered in OISD-GDN-192 on "Safety Practices during Construction".

3.0 DEFINITIONS

Work station/Work site

A place/unit where the job is carried out by contractor/executing agency in specified manner with safety, during construction phase or in operation phase.

Owner

Any physical or legal person/entity for whom prescribed job is carried out.

It shall also include owner's designated representative / consultant /nominee / agent, authorised from time to time to act for and on its behalf, for supervising / co-ordinating the activities of the contractor/execution agency.

Contractor / Executing Agency

A physical or legal person/entity having contractual obligation with the owner, and who deploys one or more worker on the site.

Contractor Worker

It covers all workmen who are either self-employed or employed through contractor, the casual workers and includes contractor's supervisor, working at a location / site employed directly by Owner or through their contractor.

Incident

An incident is an unplanned, uncontrolled, unintended or unforeseen event, caused by unsafe acts and / or unsafe conditions, resulting in or having the potential to result in personal injury and/or property damage.

Consultant

Consultant is a physical or legal person/entity engaged by owner to provide the consultancy services to owner for management of the contract on their behalf or as specified.

Designer

Designer is a physical or legal person / entity engaged by owner to provide design services of a work site.

Owner's Representative / Engineer In Charge

The Owner's representative/Engineer-in-charge is the one, who has been designated by the owner to manage the contract.

Owner's Safety Officer

A properly trained person designated by owner who ensures safety at work site.

4.0 DUTIES/ RESPONSIBILITIES

4.1 OWNER

4.1.1 Owner's Management

The commitment to safety has to be emphasised by the owner by practice by its own management and employees at all levels. The duties and responsibilities of owner should include:

i) To institute a mechanism for identification and compliance of all applicable statutory rules & regulations (Refer Annexure I for a list of few important Bureau of Indian Standards & statutory regulations).

ii) To provide specific information to contractors and make workers aware on the hazards associated with job assigned.

iii) To provide information about Risk Mitigation measures available at the place of work.

iv) To provide the contractor with information on Owners Safety Plan & Regulations, Emergency Management Plan, lockout/ tag out procedure, confined space entry, work permit system, excavation/trench permit system etc.

v) To specify rules (e.g. for security including access arrangements) and safety rules such as fire protection, first aid arrangements, Work Permit systems etc.

vi) To provide comprehensive list of statutory regulations / standards and specification, to be complied with during execution of contract, in the tender document itself.

vii) To ensure training of the contractor workforce, medical examination, and proper usage of safety equipment.

viii) To specify the requirements of Health, Safety and Environment (HSE) (commensurate with the nature of job) in Pre- Qualification criteria.

ix) To designate Engineer-in-charge and safety officer.

x) To arrange for a multi-disciplinary safety audit team to conduct surprise / regular safety audits and monitor the implementation of the recommendations.

xi) To introduce suitable schemes for motivation of the contractor worker to adhere to safety guidelines.

xii) To review safety practices & their implementation through periodic surprise visit of the work sites and monthly review meeting.

xiii) To develop the HSE plans and incorporate the same in the tender document.

xiv) To liaise with external agencies like press, public etc and with law enforcement, regulatory, statutory agencies etc.

xv) To report to statutory agencies on safety compliance and accidents, if any.

4.1.2 Owner's Representative/Engineer-in-charge

The duties & responsibilities of engineer-in-charge should include:

i) To ensure that all Contract requirements including Health, Safety, Environment & Security are complied with.

ii) To ensure that contractor workforce deployed is adequately qualified, trained and in state of health to commensurate with the requirements of the job.

iii) To ensure that the Tools / Tackles and Machinery being used are properly

tested and are in sound working conditions and necessary resources proposed for providing safe place of work and necessary PPE are being used.

iv) To take the required necessary corrective action immediately upon noticing or receipt of a report on noncompliance or any such condition which poses a threat to health, safety or environment. If during the course of execution of the contract, any situation of non-compliance with the contractor's safety and health plan are noticed / reported, the same will be taken up with the contractor for correction. In the event of repeated non compliance, suitable action to be initiated as per the contract.

v) To ensure that the incidents are reported to all concerned within stipulated timeframe.

vi) To ensure submission of a plan for safe working (Method Statement) from contractor and approval of the same by competent person / department.

vii) To ensure that Work Permit System in line with OISD-STD-105 is adhered to.

viii) To ensure availability of all the documentation needed for the execution of contract.

ix) To ensure that the quality controls have been maintained during fabrication/erection and all jobs required for safe commissioning have been carried out.

x) To ensure safe dismantling of all temporary facilities/connections put up by the contractor, after completion of work.

xi) To compile a report on the safety performance (at the conclusion of each contract or periodically such as annually for renewable and long-term contracts), which is to be considered in future when selecting contractors.

xii) To ensure that the Consultant, contractor and sub-contractor employ / designate qualified & trained Safety Engineer / Officer commensurate with requirement of the job.

4.1.3 Owner's Safety Officer

The duties & responsibilities of the Owner's Safety Officer should include:

i) To assess the hazards associated with jobs in consultation with all concerned and establish safe working procedure including identification of the escape routes.

ii) To establish a written record of factors which can cause injuries and illnesses.

iii) To undertake routine/surprise inspections of all work sites and identify unsafe conditions & practices, if any. Check for compliance of the safety practices being followed with approved HSE Plan.

iv) To investigate promptly the incidents (including near-miss) in order to advise corrective and/or preventive action.

v) To maintain statistical information for use in analyzing all phases of incidents and events involving contract personnel.

vi) To provide the means for complying with the reporting requirements for occupational injuries and illnesses.

vii) To check whether the proposed working arrangements are safe and satisfactory, particularly at the interface between the contractor's planned work and owner’s existing facilities.

viii) To communicate to the Contractor the imposed restrictions which may affect the work/personnel such as the temporary closure of a corridor or electrical isolation of equipment.

ix) To review and monitor the contractor's adherence to approved HSE plan and all applicable environmental, health, and safety requirements.

x) To ensure that Consultant, Contractor's Managers, Supervisors and workmen at all levels (who will plan, monitor, oversee and carry out the work) undergo Health, Safety and Environmental training in their respective responsibilities with respect to conducting work safely and with due regard for the protection of the environment.

xi) To identify areas of operations where specialized training is required to deal with potential dangers.

xii) To document and to bring to the attention of the Owner's Supervisor and Contractor any non-compliance/violation of the safety norms against approved safety and health plan or safety and health requirements and also raise these issues in the Safety Committee Meetings.

xiii) To take part in Tool Box Meetings at random and to ensure maintenance of records.

4.2 CONTRACTOR

4.2.1 Contractor's Management

Duties & responsibilities of the contractor should include the following:

i) To implement safe methods and practices, deploy appropriate machinery, tools & tackles, experienced supervisory personnel and skilled work force etc. required for execution.

ii) To prepare a comprehensive and documented plan for implementation, monitoring and reporting of Health, Safety and Environment (HSE) and implement the same after its approval.

iii) To nominate qualified & trained Safety Engineers / Officers reporting to the Site in charge, for supervision, co-ordination and, liaison for the implementation of the safety plan.

Similar HSE Plan should be implemented at the sub- contractor's or supplier's site /office. However the compliance with the HSE Plan is to be the sole responsibility of the Contractor.

iv) To arrange suitable facilities in liaison with the owner for drinking water, toilets, lighting, canteen, crèche etc as applicable as per Laws/ Legislation at site and also arrange for workmen compensation insurance, third party liability insurance, registration under ESI / PF act etc as applicable.

v) To arrange for fire protection equipment as per the advice of owner.

vi) To ensure that its employees have completed appropriate health and safety training as required by the statute / regulation and also as per requirements of the Owner / Consultant. The documentation of such training imparted to all its employees should be maintained and produced for verification as required.

vii) To comply with all the security arrangements of owner.

viii) To ensure that the plant and equipment used on-site by him / his employees is correctly registered, controlled and maintained in sound working condition.

ix) To ensure availability of First Aid boxes and First Aid trained attendant.

x) To ensure that all incidents including near misses are reported to all concerned immediately.

In construction projects where sub-contractors are engaged, the contractor should set out the responsibilities, duties and safety measures that are expected of

the sub-contractor's workforce. These measures should include the provision and use of specific safety equipment, methods of carrying out specific tasks on safety and the inspection and appropriate use of tools.

The responsibilities indicated separately under contractor's Supervisor, Safety Officer and contract worker are contractually that of the Contractor and legally binding on the Contractor only. However the specific detailing as above has been given separately for guidance and operational convenience.

The selection of sub contractors, if employed, should be approved by the owner. Sub-contractor should comply fully with all safety rules and conditions applicable to the main contractor.

4.2.2 Contractor's Supervisor / Safety Officer

Duties & responsibilities of the Contractor's supervisor/Safety Officer should include the following:

i) To ensure strict compliance with work permit system by carrying out work only with appropriate work permits and after ensuring that all safety precautions / conditions in the permit are complied with and closing the same after job completion.

ii) To ensure that required guards and protective equipment are provided, used, and properly maintained.

iii) To ensure that tools and equipment are properly maintained and tested.

iv) To plan the workload and assign workers to jobs in commensuration with their qualification, experience and state of health.

v) To ensure that the workers understand the work to be done, the hazards that may be encountered, and the proper precautions/procedure for carrying out the work safely.

vi) To take immediate action to correct any violation of safety rules observed or reported.

vii) To ensure that the workers likely to be exposed to hazardous chemicals/materials have access to appropriate Material Safety Data Sheets (MSDS), wherever applicable, and provide necessary mitigation measures.

viii) To ensure inspection and certification of all tools (hand operated as well as mechanically operated) being used. Defective tools shall be immediately removed.

ix) To ensure that appropriate warning signboards or tags are displayed.

x) To ensure that workers have proper training for their job assignments, including use of appropriate PPE and first aid fire fighting equipment.

xi) To comply with all applicable safety and health standards, rules, regulations and orders issued by competent authority pertaining to the assigned activities.

xii) To ensure that sick and/or injured workers receive appropriate first aid and/or medical attention.

xiii) To report each incident and/or injury in accordance with established procedures and assist in investigation.

xiv) To take necessary action for correction of any unsafe act / condition at the workplace. However, in case the same is outside the limits of authority, it should be reported to Owner's Engineer-in-charge immediately.

xv) To conduct daily inspections to ensure compliance with safety standards, codes, regulations, rules and orders applicable to the work concerned.

xvi) To ensure that workers under their supervision are aware of their responsibilities.

xvii) To arrange daily tool box meeting and regular site safety meetings and maintain records in the required formats. (Refer Clause 5.9.1)

xviii) To arrange stand-by supervisor/ worker where situations so demand.

xix) To develop methods and display banners/posters to inculcate safety consciousness.

xx) To attend training and ensure participation of his workers for training as per schedule arranged by the Owner / Consultant and keeps himself updated.

xxi) To keep records of number of persons working at the site.

xxii) To keep a constant liaison with Engg-in-charge / owners' representative on safety issues.

xxiii) To maintain accident & nearmiss record in a register.

xxiv) To ensure that only PPE of the approved type by owner is used at site.

A separate Safety Officer should be assigned, where more than 100 workers are employed at site. For smaller jobs, the supervisor should assume the role of the safety officer also.

4.2.3 Contract workers

The duties & responsibilities of the contractor worker should include the following:

i) To perform work safely as per the job requirement and instructions.

ii) To inform all concerned regarding unsafe conditions/acts.

iii) To wear PPE as stipulated and necessary for the job.

iv) To inform promptly to their supervisor regarding all work related incidents resulting in personal injury, illness and/or property damage.

v) To take all necessary and appropriate safety precautions to protect themselves, other personnel and the environment.

4.3 CONSULTANT

The activities and responsibilities covered under the scope of the Owner may be delegated to the consultant in those cases as applicable, based on the respective contract conditions. The primary responsibility of Consultant is to ensure compliance with agreed HSE plan for the contract by the Contractor. However those responsibilities conferred on Owner as Principal employer cannot be delegated to consultant.

Where the consultant's scope involves Engineering and Design, those factors under **Designer** should also be applicable.

In all cases, the Consultant's scope should include submission of latest HSE plans for work under his and Contractor's purview and implementing the same till job completion. It should conform to owner's overall HSE plan. This should include Guidelines and Implementation and Reporting Methodology to be followed with required report formats.

Adequate number of Safety Officers shall be provided by the Consultant with necessary skills required for the work to be performed.

The Consultant shall review the documents submitted by the contractor and advise owner on acceptance as well as advise suitability and number of Contractor's safety officers / supervisors.

4.4 DESIGNER

The Process Designer should identify all hazards and risks likely to be encountered during fabrication, erection including

dismantling, Pre-commissioning, commissioning and Performance run to meet the Guarantees and advise the risk mitigation measures.

All the hazards and safety measures to be adopted while handling Dangerous chemicals and Catalysts should be detailed by the Process Licensor and the same should be again included in the scope of the suppliers. Specific write ups/MSDS should be obtained from Patented single source suppliers also.

Designs should recognize, include and apply safe practice during preparation, construction and subsequent operational use and maintenance after completion of the Project.

All documents including drawings and calculations are to be originated, checked and approved in accordance with latest international codes, standards, specifications and design basis philosophy.

Preferred use of low risk materials, policy on hazardous substances, preferred use of low noise and dust-suppressed equipment etc. should be encouraged.

5.0 SAFETY MANAGEMENT

5.1 JOB SAFETY ANALYSIS (JSA)

Job safety analysis (JSA) provides a mechanism by which the contractor, safety officer or supervisor take a detailed look at how an individual task is performed and its inherent hazards and preventive measures. This procedure helps in integrating accepted safety and health principles and practices into a particular operation. In a JSA, each step of the job is examined to identify potential hazards and to determine the safest way to do the job.

A job safety analysis includes five steps as below:

- Select a job
- Break the job down into a sequence of steps
- Identify the hazards against each of these steps (based on knowledge of accident, causes of injuries and personal experience) and determine the preventive measures to overcome these hazards
- Apply the controls to the hazards
- Evaluate the controls

5.2 CRITERIA OF SELECTION OF A CONTRACTOR

“Contractor Safety” can be ensured to a large extent if competent agency for execution of assignment or job, based on HSE system agreed upon by owner, is selected. It is necessary to assess his capabilities and competencies to perform work safely.

A databank should be developed for all the contractors for their past performance on HSE aspects. An attempt should also be made to get similar data from other similar industries.

The data required will depend upon complexity involved in the job and type / size of resources required. Format needs to be suitably developed depending upon size, nature of the job & hazard associated therein. The format designed should also take care of the skill required to carry out the job.

Performance review is essential for all type of contractors. It helps in recording actual performance/experience with contractors while the contract is in progress. It is essential that resources agreed as per the contract are reviewed at mobilization stage for ensuring compliance from the day one and thorough effective supervision / monitoring system are at place.

This activity also helps in taking timely action in case of unsatisfactory performance to correct the situation and ensure safe work during execution period and deciding about suitability of the contractor for future jobs.

The periodicity of such performance review will depend upon size/type/complexity of contract. However, the performance should be reviewed at least at mobilisation stage and at the end of the contract.

5.3 SITE PLANNING AND LAYOUT

Before starting the construction/maintenance job at existing workplace in operation or green field locations, following should be ensured: -

i) Details regarding location of workshop/ fabrication yard, site office, stores, laboratory, electrical installations, placement of construction machinery, medical and welfare facilities, lighting underground and above ground piping route, cable route etc. should be decided prior to commencement of the work in consultation with owner / Consultants and implementation should be ensured. Layout should be displayed at strategic locations.

ii) The resources required to meet any emergency situations like fire fighting, first aid etc. should be planned and mobilized as per the job requirement.

iii) The sequence or order in which work to be done and any hazardous operations or processes should be identified.

iv) Free access to site shall be provided with clear roads, passage, gangways, staircases etc. Access to construction site should be leveled, open and free from any obstructions like construction material or scrap/waste, exposure to hazards such as falling materials, material handling equipment and vehicles. Any pit or ditch shall be covered or barricaded.

v) Arrangements should be made to maintain good housekeeping at site. Scrap and debris generated out of construction work should be removed/disposed off at a regular interval as directed. Emergency exit should be provided in case of blockade of primary exit.

vi) Suitable warning notices and also the routes to and from welfare facilities should be displayed prominently.

vii) Pedestrian pathways and routes for vehicular traffic (light/heavy vehicles including material handling equipment) should be earmarked.

viii) Artificial lighting to be provided at places where work continues or workers pass by after sunset or in case natural light is insufficient like confined spaces.

ix) Keep all equipment /machines under cover to prevent them from dust, rain/flood water, heat etc. and follow storage instructions as applicable for each of them.

5.4 GATE ENTRY PROCEDURE

Gate entry at any site / workplace / unit is to be restricted to ensure entry of only authorised persons / vehicles.

5.4.1 Entry procedure for all contractor worker should be as follows:

A. Issuance of Pass

i) The passes are to be issued after the owner's representative/engineer-in-charge forwards the application of the contractor providing complete details of the workers being engaged. The contractor may be asked to submit Character & Antecedents (C&A) verification of individual worker from concerned authorities.

ii) With regard to issuance of passes for all vehicles including material handling equipment, owner's representative / engineer-in-charge should forward the application only after ensuring that all documents pertaining to the fitness of the vehicle/equipment and valid driving license of the driver etc. are available.

iii) The passes should be serially numbered with address, contractor name, identification mark, signature of the worker etc.

iv) Special colour code for passes should be used for persons entering different

areas like Administrative Block, Unit area, Project Area (wherever applicable).

v) Contractor workers engaged on routine basis for long periods should be provided with monthly photo pass.

vi) Special permit is required separately for working beyond normal working hours and holidays.

B. Gate Entry

i) Entry of the contractor's employees should be permitted with valid gate passes only.

ii) Entry of contractor's workers should be allowed in presence of authorized representative of contractor.

iii) Records of persons at the time of entry/exit should be maintained.

iv) At the entry gate of the location, a physical checking for non-carrying of lighter, matchboxes, explosives etc. should be carried out.

v) Gate passes/Identity Cards should be displayed on persons at all the times.

vi) For Mega-projects at existing / operating installations, it is preferable to have a separate gate for entry of contractor workers and also the project areas should be segregated fencing from operational area by fencing / other physical means.

vii) No vehicle should be allowed to enter in an operational area without proper flame arrestor.

viii) Awareness on Safety through training / posters etc. highlighting Do's and Don'ts should be spread within entire contractor workforce. Video/Audio tapes on Safety Topics should be played preferably.

ix) For occasionally engaged labourers such as for material handling etc., spot photograph may be preferably taken with two copies (one for preparing the pass and other for attachment with gate register). Specific advice and recommendation of User Department may be given due cognizance. Relevant details are to be written. The pass should be collected back at the gate after day's work.

5.4.2 Tank Truck Loading (TTL) Operation :

At the loading / unloading location, a large no. of Tank Trucks of petroleum products enter the installation. Crew members are generally not regular entrants. The procedure should be as follows:

i) The gate pass should be issued to the individual crew members on written request of the transporter mentioning TT registration nos., License and certificate of training as per MV rule 9.

ii) Character & Antecedent (C & A) verification of the TTL crew through local police is to be done preferably and record maintained.

iii) For loading/unloading purpose, register entry at security gate is made before allowing entry into the premises with recording of names of crew members, time of entry, pass Sr. No., TT no. etc.

iv) For loading/unloading, crew is allowed entry alongwith TT only, after checking of TT from explosive/security point of view.

v) Out time, invoice no., Destination etc., are recorded while TTs go out of the security gate.

5.5 TRAINING

Training is to educate contractor workforce on various hazards associated with the job/workplace and on the respective preventive / mitigation measures to avoid untoward incidents.

i) Workers should be adequately and suitably:

(a) informed of potential safety and health hazards to which they may be exposed to at their workplace;

(b) instructed and trained in the measures available for the prevention, control and protection against those hazards.

ii) No person should be employed in any work at a workplace unless that person has received the necessary information, instruction and training so as to be able to do the work competently and safely. The competent authority should, in collaboration with employers, promote training programs to enable all the workers to read and understand the information / instructions related to safety and health matters.

iii) The information, instruction and training should be given in a language understood by the worker and written, Oral, visual and participative approaches should be used to ensure that the worker has assimilated the information.

iv) Every worker should receive instruction and training regarding the general safety and health measures common to the workplace. This should include:

(a) general rights and duties of workers at the workplace;

(b) means of access and egress both during normal working and in an emergency;

(c) measures for good housekeeping;

(d) location and proper use of welfare amenities and first aid facilities provided;

(e) proper use and care of the items of personnel protective equipment and protective clothing provided to the worker;

(f) general measures for personal hygiene and health protection;

(g) fire precautions to be taken;

(h) action to be taken in case of an emergency;

(i) requirements of relevant safety and health rules and regulations.

Copies of the relevant safety and health rules, regulations and procedures should be available to workers upon the commencement of and upon any change of employment.

5.5.1 Training Techniques

a) Lectures

This technique should be applied when it is required to transfer information in local language to a large contractor workforce with controlled content and time.

b) Case Study

This is an effective technique based on the presentation of case of real events by Trainer to highlight probable causes like Human Error, ignorance about the job etc.

c) Videos

Videos, an effective technique of communication, should be used to display the right techniques of performing a task in a safe manner and hazards associated with a job.

d) Demonstration at site

Right way to do a job should invariably be demonstrated to workers at the site itself. The right way is also a safe way. Hazards due to wrong procedures, short cuts and their adverse effects etc. should also be highlighted.

5.5.2 Training/Awareness Module and Frequency

A. General Safety Training to all categories of contractor employees should be imparted before induction and annually thereafter. No person should be allowed to enter the installation without undergoing this training. This training program may cover:

i) Mandatory uses of PPE like Cotton clothes, Helmet, Safety Shoes, Safety Belts etc.

ii) Probable Hazards

iii) Important Telephone No / Escape route

iv) First Aid

v) Use of Fire extinguisher

The contractor workers, if engaged in operation of the plants/facilities, should be trained in line with Clause No. 4.6 of OISD-GDN-206 on "Safety Management System". For other categories of contractor workers, training modules for different category employees are as follows:

B. Contractor Supervisor

Contractor Supervisor should be trained in accordance with the provision of clause no. 5.1.1.2, 5.2.7, 5.3.10, 5.6.12 and 5.7.8 of OISD-STD-154 on 'Safety Aspects in Functional Training'

C. Contractor Worker

Yearly training programme should be carried out for contractor worker and the records should be maintained. The training programme should cover at least the following:

i) Worker responsibility for safety of himself and work area.

ii) Associated hazards with the job and job area including electrical shock hazards.

iii) Importance of First Aid fire fighting equipment, their use & operations

iv) Communication system at the installation

v) Fire / Accident Reporting procedure

vi) General Safety rules

vii) Safety Measures during execution of job such as:

- Welding / Cutting / Grinding
- Working at height
- Confined space entry
- X ray / radiation
- Erection / Dismantling of scaffolding
- Tank construction and repairs
- Handling of chemicals etc.

viii) Importance & use of PPE

ix) Emergency Routes

x) Assembly Points

xi) Job Specific Training

D. Consultant / Contractor

Awareness program should be carried out for Consultant / Contractor at the time of induction. This program should cover at least the following:

i) Responsibility of contractor for safety of their personnel and work area

ii) Hazardous property of Petroleum products and chemical used

iii) Communication system

iv) Fire / Accident Reporting procedure

v) Medical facility available

vi) Statutory requirements

vii) Importance of First Aid equipment and required at the site

viii) Work Permit system

ix) Direct/ Indirect losses due to accident

x) Safety Measures while executing the jobs such as:

- Welding / Cutting / Grinding
- Working at height
- Confined space entry
- X ray / radiation
- Erection / Dismantling of scaffolding
- Tank construction and repairs
- Handling of chemicals etc.
- electrical jobs

xi) Safety training needs of their supervisors and workers

xii) Importance & Use of PPE at the site

xiii) General Safety rules at the installation

E Security Personnel

Training program should be carried out for Security personnel at the time of induction and annually thereafter and the records should be maintained. The training program should cover at least the following:

i) Layout of Plant and Facilities
ii) Vulnerable locations
iii) Safety regulations (Statutory and in company)
iv) Fire Protection Facilities and Locations
v) Role in case of Fire / Disaster
vi) Emergency Procedure and Drills
vii) Industrial First Aid
viii) Use of Personnel Protective Equipment
ix) Disaster Management Plan

5.6 INSPECTION / AUDIT

Inspection / Audit is a tool to evaluate compliance of all safety requirements. Most of the information could be gathered through site inspection using ready-made check lists to ensure that contractors / agencies abide by the safety rules and norms while working at operating / construction sites.

A checklist, while carrying out different type of jobs, should be developed based on hazards associated with the job being performed and requirements as per OISD-GDN-192 on "Safety Practices during Construction". Typical format is enclosed at Annexure II, which should be modified to suit the requirement of the site / job to be done.

Before starting the work and at regular intervals thereafter, Contractor's Supervisor/safety Officer and Owner's representative / Engineer-in charge/safety Officer should inspect as per the checklist so prepared to ensure that contractor has prepared to start the work with all safety precaution required for safe execution of job.

5.7 PENALTIES FOR NON-COMPLIANCE

Financial or other type of penalties like seizure of gate passes, stoppage of work for a limited period etc. may be levied on the contractors or their workers for non-compliance of safety rules. A provision of suitable accident severity based penalty clause for contractor may be incorporated to ensure adherence of systems and procedures. A few of the usual non-compliance are as follows:

-- Non-usage of PPEs like Safety helmet / Safety shoes / Safety goggles / Respiratory protection etc. by the contractor personnel

-- Non-usage of the safety belt and life line by the workers while working at height

-- Non-provision of basic safety requirement such as 24 V lamp for working in confined space, uncertified / non standard lifting tools, earth leakage protection & earthing connections for electrical appliances as per Indian Electricity Rules, emergency isolation switches etc.

-- Violation of Safety Permit conditions like Fire fighting equipment

-- Non-barricading of area while rigging, digging etc.

-- Working without valid work permit

-- Unauthorised road closure/blockage

5.8 INCIDENT REPORTING AND INVESTIGATION SYSTEM

All the incidents including near-miss should be reported immediately by contractor's Supervisor to Contractor and owner's Supervisor/Engineer-in-charge, who should inform to Owner's Safety Officer and owner's Management. Owner's Safety Department will be required for onward reporting as per OISD, Statutory requirements.

All accidents regardless of the extent of injury or damage should be investigated in order to find probable causes, lessons learnt thereof and remedial measures required to prevent its recurrence.

The incident investigation should be done as per provision of clause no. 4.12 of OISD-GDN-206 on 'Safety Management System' . All the recommendations of investigation / Enquiry Report need to be monitored closely for its implementation. A proper record needs to be maintained to ensure implementation of all the recommendations and same should be reviewed from time to time.

5.9 SAFETY COMMITTEE MEETINGS

Following three type of safety committee meetings should be held aiming at raising the level of safety consciousness at the site:

5.9.1 Toolbox meeting

To maintain awareness, update training and convey important safety and health information, contractor supervisors should conduct tool box meetings at least weekly and also prior to start of any work. All the contractor workers should attend this meeting. The owner's supervisor/Engineer-in-charge and safety officers should also attend these meetings on random basis. Tool box meeting should be conducted more frequently depending upon circumstances. Record of the same can be maintained in the following typical format.

TOOLBOX MEETING FORM

SUBJECT :
PRESENTER :
DATE :
TIME : From….. To…..
CONTENT IN BRIEF :

Participant's Name	Signature
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5.9.2 Site Safety Committee Meeting

Primary purpose of this safety committee is to enable owner, contractor and workers to work together to monitor the site safety and health plan so as to prevent accidents and improve working condition on site. Its size and membership will depend on the size and nature of job.

The safety committee should include representatives of owner, consultant, contractor identified as safety officer/supervisor. It should be headed by Engineer-in-charge.

The safety committee should have regular and frequent meetings, atleast fortnightly, to discuss the safety and health program on site and to make suggestions for improvement. The meetings should be documented with a time bound action plan. The functions carried out by safety committee should include:

i) Review compliance of pending items of last Safety meetings.

ii) Consideration of the reports of safety personnel.

iii) Discussion of accident/near-miss and illness reports in order to make appropriate recommendation for prevention.

iv) Examination/evaluation of suggestions made by workers.

v) Dissemination of acquired knowledge through training programs and information sharing sessions.

vi) Discussion & review of Fire Prevention & Disaster Management Plan.

vii) To send recommendation to Apex Body for consideration/approvals.

5.9.3 Safety Review Meeting by Location Head

This meeting should be headed by the Location head and attended by Owner's Supervisor/Engineer-in-charge, owner's safety Officer and all concerned department heads. Prime purpose of this review is to ensure that all the recommendations of various committees are being complied with and to take decisions on critical points raised. This meeting should take place at least once in every quarter. All the investigation reports/ audit findings with status of implementation of recommendations should be discussed.

5.10 SAFETY EQUIPMENT / PERSONNEL PROTECTIVE EQUIPMENT

The type of safety equipment to be used is decided based on the job requirement. Selection should be made based on OISD-GDN-192, OISD-STD-155 (Part I & II) and the job requirement. Safety equipment / Personnel Protective Equipment (PPE) shall be of approved make. Contractor shall provide necessary training to each employee regarding proper usage and upkeep of PPE including its limitation.

A register showing stock and issue of PPE should be maintained by the contractor at site and must be available for inspection.

6.0 REFERENCES

1) OISD-GDN-206 on "Safety Management System"

2) OISD-GDN-192 on "Safety During Construction"

3) OISD-STD-155 Part(I&II) on "Personnel Protective Equipment"

4) Building & Other Construction workers (Regulation of Employment & Condition of Service) Act 1996

ANNEXURE I

LIST OF SAFETY CODES FOR CIVIL WORKS PUBLISHED BY BUREAU OF INDIAN STANDARDS

Sl.no.	Code No.	Title
1	IS: 818	Code of Practice for Safety and Health Requirements in Electric and Gas Welding and Cutting Operations – First Revision.
2	IS: 875	Code of practice for Structural safety of buildings: Masonry walls
3	IS: 933	Specification for Portable Chemical Fire Extinguisher, Foam Type – Second Revision.
4	IS: 1179	Specification for Equipment for Eye and Face Protection during Welding – First Revision
5	IS: 1904	Code of practice for Structural safety of buildings: Shallow foundations
6	IS: 1905	Code of practice for Structural safety of buildings: Masonry walls
7	IS: 1989 – Part II	Leather Safety Boots and shoes for heavy metal industry
8	IS: 2171	Specification for Portable Fire Extinguishers, Dry Powder Type – Second Revision
9	IS: 2361	Specification of Building Grips – First Revision
10	IS: 2750	Specification for Steel Scaffoldings
11	IS: 2925	Specification for Industrial Safety Helmets – First Revision
12	IS: 3016	Code of Practice for Fires Precautions in Welding and Cutting Operations – First Revision
13	IS: 3521	Industrial Safety Belts and harnesses
14	IS: 3696 – Part I	Safety Code for Scaffolds and Ladders: Part I – Scaffolds
15	IS: 3696 – Part II	Safety Code for Scaffolds and Ladders: Part II – Ladders
16	IS: 3764	Safety Code for Excavation Work
17	IS: 4014 – Part I & II	Code of Practice for Steel Tubular Scaffolding
18	IS: 4081	Safety Code for Blasting and Related Drilling Operations
19	IS: 4082	Recommendations on stacking and storage of construction materials at site
20	IS: 4130	Safety Code for Demolition of Buildings – First Revision
21	IS: 4138	Safety Code for working in compressed air – First Revision

22	IS: 4756	Safety Code for Tunneling works
23	IS: 4912	Safety requirements for Floor and Wall openings, Railings and toe boards – First Revision
24	IS: 5216 – Part I & II	Recommendations on safety procedures and practices in electrical work
25	IS: 5121	Safety code for piling and other deep foundations
26	IS: 5916	Safety Code for Construction involving use of Hot Bituminous materials
27	IS: 6994 – Part I	Specifications for safety gloves: Part I – Leather and Cotton gloves
28	IS: 5983	Specification for Eye Protectors – First Revision
29	IS: 6922	Criteria for safety and design of structures subject to underground blasts
30	IS: 7155	Code of recommended practices for conveyor safety
31	IS: 7205	Safety Code for Erection on Structural Steel Works
32	IS: 7069	Safety Code for Handling and Storage of Building Materials
33	IS: 7293	Safety Code for Working with Construction Machinery
34	IS: 7323	Guidelines for operation of Reservoirs
35	IS: 7969	Safety Code for handling and storage of building materials
36	IS: 8758	Recommendation for Fire Precautionary Measures in construction of Temporary Structures and Pandals
37	IS: 8989	Safety Code for Erection of Concrete Framed Structures
38	IS: 9706	Code of Practices for construction of Arial ropeways for transportation of material
39	IS: 9759	Guidelines for de-watering during construction
40	IS: 9944	Recommendations on safe working load for natural and manmade fibre rope slings
41	IS: 10667	Guide for selection of industrial safety equipment for protection foot and leg
42	IS: 10291	Safety Code for dress divers in civil engineering works
43	IS: 10386 – Part I	Safety Code for Construction, Operation and Maintenance for River Valley Projects
44	IS: 10386 – Part II	Safety Code for Construction, Operation and Maintenance for

		River Valley Projects
45	IS: 11057	Code of Practice for Industrial Safety Nets
46	IS: 13415	Code of Practice on safety for Protective barriers in and around building
47	IS: 13416	Recommendations for preventive measures against hazards at working places

Statutory Regulations

Latest Statutory Acts and Rules, as given below, may be referred:-

1. The Petroleum Acts 1934 and Petroleum Rules 2002
2. The Factory Act, 1948 (As amended by Factory Amendment Act 1987) and concerned Factory Rules
3. The Water (Prevention and Control of Pollution) Act 1974 & Rules 1975
4. The Environment (Protection) Act 1986
5. The Manufacturing, Storage and Import of Hazardous Rules 1989
6. The Hazardous Wastes Management (Management & Handling) Rules 1989
7. The Indian Electricity Act 1901 and Rules 1956
8. The Indian Explosive Acts, 1884 & The Indian Explosive Rules 1983
9. The Gas Cylinder Rules 1981and the static & Mobile Pressure Vessels (Unfired) Rules 1981
10. The Indian Boiler Act 1923 and Regulations 1950
11. The Public Liability Act 1991 as amended in 1992
12. The Motor Vehicle act 1988 and Central Motor Vehicle rules 1989
13. Building & Other Construction workers (Regulation of Employment & Condition of Service) Act 1996

In addition to above, various other statutory acts like EPF, ESIS, Minimum wage act and other local statutory requirements shall also be complied with.

ANNEXURE II

CHECK LIST FOR SAFETY INSPECTION / AUDIT

Job _____ Location _____ Date of Audit_____Frequency _____

Inspected by _____ Contractor (s) _____

Sl.no.	ITEM	YES	NO	NA	REMARKS / ACTION
1.0	**PERSONNEL PROTECTIVE EQUIPMENT (PPE):** Are following PPEs being used as per the job requirements?				
1.1	Safety Helmets				
1.2	Safety Shoes				
1.3	Gum Boots				
1.4	Safety Belts with life line				
1.5	Gloves				
1.6	Ear Plug				
1.7	Goggles				
1.8	Shield Glass				
1.9	Face Protection				
1.10	Breathing Apparatus				
1.11	Canister Mask				
1.12	Hand wash / Eye wash/ Respirating filter / cloth				
1.13	Boiler Suit				
1.14	Others				
2.0	**HOUSE KEEPING**				
2.1	Whether Waste Bins are provided / used				
2.2	Are Passageways / Walkways clear?				
2.3	Is General neatness O.K.?				
2.4	Is the Ground free from oil, grease etc. and is not found to be slippery?				
2.5	Others				

3.0	**EXCAVATION**				
3.1	Whether soil stability is checked?				
3.2	Whether proper shoring for the excavation is provided to prevent cave-in for side of slope >45 Degree?				
3.3	Whether proper precautions have been taken if the excavation is adjoining to heavy structure like building, street and roadways?				
3.4	While excavating whether proper slope usually 45^0 & suitable benches of 0.5 m width at each 1.5 m depth are provided?				
3.5	Whether barricading of 1m height with glowing caution board is provided for excavation beyond 1.5m depth?				
3.6	Whether excavating earth is placed beyond 1m of the edge of the trench?				
3.7	Whether heavy vehicle movement is restricted to come too close to the excavating area?				
3.8	Whether necessary precaution is taken for underground pipes, sewers, cables by contractors?				
3.9	Whether excavation hot work permit is taken?				
3.10	Whether extra precaution is taken for bailing out water properly while excavating?				
3.11	During rains whether the excavation is done with extra precaution to prevent caving in?				
3.12	Whether two separate entry/ exit points with necessary ladders / steps, as per requirement, have been provided?				
3.13	Whether one person is available at all the time to communicate any hazards noticed with workers working in deep trenches or excavation?				
3.14	Whether necessary precautions like				

	regular gas testing are being taken in areas having hydrocarbons and LPG so that no gas accumulation takes place in the trenches.				
3.15	Whether IS: 4081-1986 & Indian Explosive act & rules for storage, handling & carrying of explosive material and execution of blasting operation is followed?				
3.16	Whether in case of mechanised excavation, caution board is provided for do's and don'ts like 'Nobody to enter' within one meter of the extreme reach?				
3.17	Whether the following are inspected during excavation work :- a) Boulder formation encountered b) Collapsing / development of cracks of sides c) Marked damage to support d) Unexpected fall of ground e) Inspection of site after each blast.				
3.18	Others				
4.0	**PERMITS**				
4.1	Whether valid work permit is issued to start any work?				
4.2	Whether all conditions of the permit are fulfilled before starting the job?				
4.3	As noted in the permit, whether compliance of all the recommendations are ensured?				
4.4	Whether permits are available at work site all the times?				
4.5	Whether hot work permit registered in fire station?				
4.6	Whether permits are being closed after the completion of job?				
4.7	Others				
5.0	**SAFETY IN CUTTING / WELDING/GRINDING**				
5.1	Whether LPG / Oxygen / Acetylene/ Gas				

	cylinders are kept outside only while working in confined space?				
5.2	Are Acetylene /LPG cylinders kept in upright position and secured at designated places under shed – wet gunny bags wrapped around it if the same is under sun at designated place?				
5.3	Check cylinder and cylinder valves for any kind of damage?				
5.4	Whether protective valves are kept on cylinder while not in use?				
5.5	Whether proper means and method for transportation of cylinders to avoid dropping and rolling are being adopted / followed?				
5.6	Whether gas cylinders, regulators are kept away/free from oil and grease?				
5.7	Whether all hoses were found to be free of any damage or crack?				
5.8	Whether oxygen and acetylene cylinders are stored separately?				
5.9	Whether color coding is being used for easy identification of different type of cylinders and hoses?				
5.10	Whether cylinder keys are available near the cylinder?				
5.11	Whether gas torches with NRV with flash back arrestor of approved make are only being used?				
5.12	Whether pressure gauges are in working condition and checked from time to time?				
5.13	Whether welding shields are used while welding?				
5.14	Whether proper earthing for welding machines are provided?				
5.15	Whether power is taken from approved sources (welding receptacles)?				
5.16	Whether welding receptacles are properly grounded?				

5.17	Whether welding cables are maintained in good condition and without any joints/ cuts?				
5.18	Whether to avoid short circuit, welding machines are protected against rain?				
5.19	Whether earth connectors are securely connected to the job and not to the adjoining pipeline or structure?				
5.20	Whether flame arrestor of DG set is of approved make and quality?				
5.21	Others				
6.0	**SAND / SHOT BLASTING**				
6.1	Whether sand blasting is used only after getting approval from competent authority?				
6.2	Whether air compressor used for sand / shot blasting are positioned away from work place?				
6.3	Whether exhaust of the prime mover is directed away from the work place?				
6.4	Whether in case of motor driven compressor, the body of the motor as well as the compressor is properly earthed?				
6.5	Whether line operator of sand/shot blasting wear suitable PPEs including mask?				
6.6	Whether adequate measures are adopted to confine dust/spray particles?				
6.7	Whether adequate measures are taken for proper ventilation while the work is done in confined space?				
6.8	Others				
7.0	**SAFETY WHILE WORKING AT HEIGHTS / SCAFFOLDING / LADDERS**				
7.1	Whether work permit is obtained to take up work at height above 3 mts?				
7.2	Whether steel pipes scaffoldings are used in unit/off site areas?				

7.3	Whether provision for suitable platform with all scaffoldings are made? Whether its construction is as per specification with toe board and railing?				
7.4	Whether the area below working at height is cordoned?				
7.5	Whether suitable platform is provided?				
7.6	Whether ISI approved quality and good condition safety belts are used while working at heights?				
7.7	Whether life line of safety belt is Anchored to an independent secured support capable of withstanding load of a falling person?				
7.8	Whether the area around the scaffold is cordoned off to prohibit the entry of unauthorized person?				
7.9	Whether ropes used are of good condition and adequate strength free of defects?				
7.10	Whether ladder is placed at secured and leveled surface?				
7.11	Whether it is extended 1.5 Mts. Above the landing point?				
7.12	Whether ladder used are of adequate length and tying short ladder is avoided?				
7.13	Whether metallic ladders are placed away from electrical system?				
7.14	Whether tools or materials are removed after completion of the day's job at heights?				
7.15	Whether a valid permit is obtained before taking up work on asbestos or fragile roof?				
7.16	Whether sufficient precaution is taken while working on fragile roof?				
7.17	Whether provision is made to arrange duck ladder, crawling board for working at fragile roof?				
7.18	Whether scaffolding has been erected on rigid / firm / levelled surfaces only?				

7.19	Whether scaffold has been inspected by competent person prior to being put in use?				
7.20	Whether the scaffolding has been designed for the load to be borne?				
7.21	Whether the erection and dismantling of the scaffolding is being done only by trained persons and under supervision?				
7.22	Whether safety net with proper working arrangement and life line has been provided?				
7.23	Others				
8.0	**SAFETY IN CONFINED SPACE**				
8.1	Whether a permit is obtained to enter a confined space?				
8.2	Whether gas test for hydrocarbon, toxic gas, oxygen level is obtained before entering any confined space?				
8.3	Whether adequate oxygen level is ensured in confined space before entering? If not, whether all precaution like using of Breathing Apparatus set is ensured?				
8.4	Whether, in case of chance of ingress of hydrocarbon gases / toxic gases, Personnel Monitoring System (PMS) is used or not?				
8.5	Whether only in presence of a supervisor, worker enters in confined space?				
8.6	Whether provision of sufficient means of entry and exit is available?				
8.7	Whether provision of ventilation to remove welding fumes, dust, exhaust gases are made?				
8.8	Whether provision of 24V (Hand lamps with cage as per OISD-STD-155) light for working inside space is made?				

8.9	Is it strictly ensured that a stand-by trained person is standing outside before a person enters a confined space and communication is being maintained all the time with workers working inside?				
8.10	Whether life belt with one end under control of stand-by person outside is kept while working in confined space?				
8.11	Whether Personnel protective Equipment are in good condition as specified in the permit?				
8.12	Whether absence of Hydrogen Sulfide, CO or other toxic gas is ensured before entering into a confined space? If yes, whether proper required PPE like BA, Gas Mask are used.				
8.13	Whether boxing up is being done only as per the approved procedures and by competent persons?				
8.14	Whether all the safety precautions listed in OISD-GDN-192 are taken while working in sewers, OWS etc.?				
8.15	Whether proper house keeping is being maintained inside the confined space?				
8.16	Whether training has been provided to workers working in the confined space and the workers only of sound health are being asked to work in the confined space?				
8.17	Others				
9.0	**SAFETY IN MATERIAL HANDLING**				
9.1	Whether all lifting tools, tackles, machines, chains, ropes etc. are of sound construction, made of sound material and maintained in good condition?				
9.2	Whether safe working load, date of testing visibly marked/painted on the equipment?				
9.3	Whether lifting tools, tackles are of adequate strength for the load to be handled?				
9.4	Whether all parts including the working gears fixed or movable of every lifting machine, chain, rope, tackles specify the				

	following condition: a) Thoroughly examined by competent person at least once a year or such interval as required by statutory authority. b) Document of such examination are maintained and produced to owner supervisor before use of particular equipment?				
9.5	Whether chain blocks and cables are inspected before each use to assure their sound condition?				
9.6	Whether hoist and lift if used are: a) Properly maintained and thoroughly examined by competent authority at least once in every year. b) A register to be maintained to record particulars of such examination in prescribed forms and shall be produced to the owner supervisor before use.				
9.7	Whether area below the movement of boom of crane is cleared to avoid injury from falling objects?				
9.8	Whether it is ensured that crew of truck leave the truck in crane handling area before starting loading / unloading, if not involved in rigging operation?				
9.9	Whether transporting material from one place to another is done by suitable means?				
9.10	Whether carrier with sufficient capacity without projecting parts is used for transporting materials?				
9.11	Whether riggers engaged are well trained and conversant with signaling procedures including night signalling if required?				
9.12	Whether permission of authorized person is obtained before working on or near an overhead crane?				
9.13	Whether trained riggers are available all the time along with crane?				

9.14	Whether barricading has been done to ensure no unauthorised person enters in the working area of the crane?				
9.15	Whether lifting plan has been prepared and approved before start of the work?				
9.16	Whether route of crane movement has been planned before the crane moves out of the garage?				
9.17	Whether it has been ensured that no electrical cable come within 3 metres or safe distance from the boom of the crane?				
9.18	Whether boom is being kept in the horizontal position or locked while idling?				
9.19	Whether material is being stacked / destacked in trucks with the help of wedges to ensure no slippage while loading / unloading takes place?				
9.20	Whether the forklift / crane is being operated only by trained person?				
9.21	Others				
10.0	**ELECTRICAL SAFETY**				
10.1	Has the Electrical Line Clearance procedure been followed involving electrical and other concerned Dept. and filling of formats?				
10.2	Have Danger Signs with Voltage rating/ Men at work signboards been displayed at both Sub Station as well as the work site?				
10.3	Has the contractor worker understood the electrical circuit on which he is going to work with probable electrical hazards and mitigation measures to be adopted?				
10.4	Whether contractor has engaged electrician (s) having valid electrical licence in line with provisions in Indian Electricity Rules?				

10.5	Have all checks prior to switching operation been carried out and authorisation of owner/ user section obtained subsequently?				
10.6	Have all earthing links on electrical conductors removed before charging the line/ apparatus?				
10.7	Have PPE as prescribed under Indian Electricity Rules been in place, kept healthy and used?				
10.8	Are earthing and bonding arrangement of non-current carrying metallic parts in line with provisions of Indian Electricity Rules – 1956 amended time to time as IS: 3043?				
10.9	Have electrical part of OISD-GDN-192 and Clause No. 9.0 for Temporary installations in OISD-173 been understood and followed wherever applicable?				
10.10	Are flexible wires having voltage of 240 volts above earth potential taken through PVC conduits?				
10.11	Whether portable hand lamps with a voltage rating of not more than 24 volts used with flameproof enclosures in confined spaces within columns, vessels etc?				
10.12	Have the Switches, MCBs, fuses etc. been inspected for proper ratings?				
10.13	Has Earth Leakage Circuit Breaker (ELCB) been used on the incoming side to protect against leakage of current? Is the device tested every time the work is started?				
10.14	Whether all portable appliances are provided with insulated Three pin Plugs and socket arrangement?				
10.15	Whether industrial type extension boards and plug sockets are used?				
10.16	Has the electrical equipment brought to site by contractor been inspected by owner's supervisor/ safety officer for damage/cuts/abrasion etc? Is record of				

	Insulation Resistance, wherever required , being kept?				
10.17	Have standard practices for termination of conductors/ cables been followed (e.g. use of proper lugs, crimping tool, cable glands etc)? Is cable armour in continuity from feeding point to load?				
10.18	Are the Contractor supervisor and workmen well acquainted with first aid for electrical shock?				
10.19	Are the wires/ cables identifiable along their route towards the load by using colour coding and/or markers?				
10.20	Others				
11.0	**ROAD WORK**				
11.1	Whether site is barricaded and provided with warning signs including night warning lamps/ self glowing markers at appropriate location for diversion of traffic?				
11.2	Whether mixing aggregates with bitumen is done with the help of batch mixing plants? If no, whether adequate precautions have been taken?				
11.3	Whether road rollers, bitumen sprayers, pavement finishers are driven by experienced drivers with valid driving licenses?				
11.4	Whether the worker handling hot bitumen sprayers or spreading bitumen aggregate mix or mixing bitumen with aggregate are provided with PVC hand gloves rubber shoes with pegging upto knee joints?				
11.5	Others				
12.0	**FORM WORK, REINFORCEMENT**				
12.1	Whether form work, shuttering, shoring etc. are adequately designed and provided to erect the structure and to support the expected load?				

12.2	Whether staging (support) for shuttering is designed for loads like worker movement, impact load and other incidental loads during construction?				
12.3	Whether workers use PPEs at work site?				
12.4	Whether all safety procedures are adopted while cutting rod?				
12.5	Whether proper staging and bundling is provided for supplying rods at height?				
12.6	Whether sufficient cross bracings are provided for high staging works at vulnerable points?				
12.7	Others				
13.0	**CONCRETING**				
13.1	Whether the concreting area is barricaded?				
13.2	Whether vibrator hoses, pumping concrete accessories are in healthy condition and mechanically strong?				
13.3	Whether it is ensured that no pipe line in concrete pumping system is attached to any temporary strut such as scaffolds etc.?				
13.4	Whether it is checked that safety guards around moving parts are provided in concrete mixer/ machines?				
13.5	Whether earthing of electrical mixers, vibrator etc. are checked?				
13.6	Whether entry of unauthorised person in the concreting area is restricted?				
13.7	Whether adequate lighting arrangement is made in the concreting area if working during night?				
13.8	Whether PPEs like gum boots, gloves and dust masks etc. are being used?				
13.9	For overhead or underground work, whether form work and shuttering have been checked so that the same do not collapse during concreting?				

13.10	Others				
14.0	**DEMOLISHING (DEMOLISHING BY BLAST NOT CONSIDERED)**				
14.1	Has the stability of structure been examined by competent person and found OK?				
14.2	Are non-sparking tools being used, if required?				
14.3	Is intermittent clearing operation being done to keep the area reasonably tidy and clean?				
14.4	Whether effective barricading has been provided?				
14.5	Whether Electrical and other facilities like water, oil, gas pipelines have been isolated/protected?				
14.6	Whether the plan of demolition (including sequence of activities) has been prepared and approved prior to start of the work?				
14.7	Others				
15.0	**RADIOGRAPHY**				
15.1	Are safety precautions for handling of source as per guidelines of BARC being followed?				
15.2	Is the potency of the source being used within acceptable limits as per the BARC regulations?				
15.3	Is the area being cordoned with proper signs during radiography?				
15.4	Does proper place exist as per BARC regulations for storage of source / Personnel safety equipment?				
15.5	Does the radiographer has valid certificate of radiography from competent authority (BARC)?				
15.6	Is radiographer using Exposure Meter / Dosi Meter?				
15.7	Whether minimum occupancy of the				

	premises / workplace is being ensured while radiography is in progress?				
15.8	Is permit system being followed?				
15.9	Others				
16.0	**ADDITIONAL SAFETY PRECAUTION FOR UNITS WITH HYDROCARBONS**				
16.1	Are jobs being carried out with a valid work permit only as per OISD-STD-105 "Work Permit System".				
16.2	Is smoking prohibited in all places containing combustible or flammable materials and "No Smoking" notices prominently displayed.				
16.3	Are only approved type electrical installations and equipment, including portable lamps, being used?				
16.4	Are oily rags, waste, wooden materials and clothes or other substances liable to spontaneous ignition being removed?				
16.5	Are the combustible materials properly shielded in case same cannot be removed from the area?				
16.6	Has welding screens (like metal/asbestos/ water curtain) been put up to protect other equipment / facilities/ OWS/ drains in adjoining areas against flying sparks, as may be required?				
16.7	Is Gas-testing being done with the means of a calibrated Gas detection Meter prior to start of Hot work and being done subsequently at regular intervals as per the requirement?				
16.8	Are regular inspections being done of places where there are fire risks like in the vicinity of heating appliances, electrical installations and conductors, stores of flammable and combustible materials, welding and cutting operations?				
16.9	Are fire-extinguishing equipment being placed at strategic locations and are kept well maintained and inspected at suitable intervals by a competent person.				
16.10	Are access to fire-extinguishing equipment such as hydrants, portable				

	extinguishers and connections for hoses kept clear at all times?				
16.11	Are all supervisors and a sufficient number of workers trained in the use of fire-extinguishing equipment?				
16.12	Are audio means, to give warning in case of fire provided, audible in all parts of the site where persons are liable to work?				
16.13	Is there an effective evacuation plan in place so that all persons are evacuated speedily without panic?				
16.14	Others				
17.0	**EMERGENCY PROCEDURES**				
17.1	Is signaling / siren system effective?				
17.2	Is arrangement for rescuing affected person adequate?				
17.3	Are signs showing emergency exit route installed?				
17.4	Is emergency exit route clear of obstacles?				
17.5	Is communication system adequate?				
17.6	Whether emergency vehicle with driver has been provided to meet any emergency situation?				
17.7	Does any tie-up with hospitals or local doctors exist?				
17.8	Has the assembly point for workers in case of emergency been identified and earmarked?				
17.9	Has training been provided to a few workers for First Aid?				
17.10	Others				
18.0	**WELFARE FACILITIES**				
18.1	Is hygienic conditions prevailing at labour camps?				
18.2	Are First Aid facilities available?				

18.3	Does proper sanitation exist at site office and labour camps?				
18.4	Does any arrangement of medical facilities like tie ups with nearby hospital exist?				
18.5	Is proper drinking water facility available for workmen & staff?				
18.6	Are crèches provided for children (if applicable)?				
18.7	Is any proper place/canteen/restroom provided for eating food and taking rest?				
18.8	Is any place earmarked for storing / keeping clothing?				
18.9	Is Adequate washing facility available?				
18.10	Does proper ventilation at working place exist?				
18.11	Others				
19.0	**GENERAL**				
19.1	Are illumination levels at workplace and passages adequate?				
19.2	Is communication system adequate?				
19.3	Are display and caution boards provided at strategic locations?				
19.4	Are road barriers being used for blocking any roads/passage?				
19.5	Has the structure been adequately secured against storm/high winds during construction/ erection?				
19.6	Are the equipment properly earthed?				
19.7	Are vehicles being checked like brakes, oil, lights etc. on regular basis?				
19.8	Is compressed air being used only for its intended purpose and not for any other purpose?				
19.9	Are only proper clothes and not loose clothes being used while working around				

	machinery?				
19.10	Are nails or other sharp objects being removed or bent?				
19.11	Are machine guards over moving parts of machinery such as coupling, pulley, wheel etc. installed?				
19.12	Whether after maintenance of machinery the guards are securely fitted before putting into operation?				
19.13	Are working platforms / gangways provided with hand rails & toe guards?				
19.14	Are swing platforms provided with chains & secured adequately when not in use?				
19.15	Are the approaches to work sites being maintained & kept clear of obstacles?				
19.16	Whether engines of equipment entering into the operating area have exhaust and muffler system with approved spark arrestor?				
19.17	Whether vehicles/engine driven equipment, electrical equipment and tools used are certified?				
19.18	Whether contractors inform his workers about hazards and safe procedures?				
19.19	Whether sufficient care is taken so that spark do not go outside working enclosure & falls below?				
19.20	Whether contractor's qualified / trained supervisor is present?				
19.21	Whether all exhausts of engines are provided with approved type of flame arrestors and exhaust is not facing toward the place where the workers are working?				
19.22	Others				

Signature of the Auditor

SITE HSE PLAN FOR HPCL-VISAKHAPATNAM

HSE

BHARAT HEAVY ELECTRICALS LIMITED

POWER SECTOR – EASTERN REGION

SITE HSE PLAN FOR HPCL-VISAKHAPATNAM

DOC NO. : **HSEP:PSER:14-HPCL-BHEL**	**REV NO. : 02**	**EFF DATE : 19.05.18**
PREPARED BY	**REVIEWED BY:**	**APPROVED BY**
ISSUED TO :		
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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 and its sub-contractors at **HPCL-Visakhapatnam** site. This shall be read along with HSE plan of EIL, OISD standard-192 & 207. In case of any conflict of clauses, the more stringent one shall apply.

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.

2.0 SCOPE

The document is applicable for HPCL-Visakhapatnam site within contractual scope of work

3.0 OBJECTIVES

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.
- Effectively control, co-ordinate and monitor the activities of all personnel on the Project sites including sub-contractors 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 authority.
- 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.

3.1 Goals and Targets -

- To achieve “Zero Loss Time Incident at Site”
- 100% compliance of all legal/statutory requirements related to EHS.
- 100% Health, Safety and Environmental Induction training attendance for all employees and sub-contractors.
- 100% High Risk activities to be carried out only after approved Method Statement, HIRA/JSA and Permit to Work are implemented.

- 100% PPEs compliance in high & medium risk activities.
- 100% incident reporting, recording and reviewing for corrective & preventive actions.
- A monthly review shall be scheduled and conducted to assess HSE program compliance and to close any recognized gaps to improve safety management and incident prevention.

4.0 BHEL POWER SECTORHEALTH, SAFETY & ENVIRONMENT POLICY

Power Sector HSE Policy

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

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

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

Sd/-

Director (Power)

5.0 TERMS AND DEFINITIONS

5.1 DEFINITIONS

5.1.1 INCIDENT

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

5.1.2 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".

5.1.3 MAN-HOUR WORKED

The total number of employee hours worked by all employees including sub-contractors 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 workday 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.

5.1.4 FIRST AID CASES

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

5.1.5 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.

5.1.6 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.

5.1.7 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.

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.

5.1.8 **TOTAL REPORTABLE FREQUENCY RATE**

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

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

5.1.9 **SEVERITY RATE**

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

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

5.1.10 **INCIDENCE RATE**

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

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

6.0 HSE ORGANISATION

The deployment matrix of HSE personnel is furnished below: The nos include those deployed by BHEL directly and those deployed by sub-contractors

No of workers deployed	Requirement of safety personnel for every shift		
	Safety Steward	Safety supervisor	Safety Officer
1-50	1	1	1
51-100			
101-150	2		
151-200			
201-250	3		
251-300		2	
301-350	4		
351-400			
401-450	5		
451-500			
501-1000	10	4	
1001-1500	15	6	2
1501-2000	20	8	

In case any of the safety personnel leaves job at the site, the same shall be intimated to the owner/ Consultant/ EIL. BHEL/ Sub-contractor shall recruit new personnel and fill up the vacancy.

6.1 QUALIFICATION FOR HSE PERSONNEL

a) Safety Steward/Observer

As a minimum, he shall possess class XII pass certificate and trained in fire-fighting as well as in safety/occupational health related subjects, with minimum two year of practical experience in construction work environment and should have adequate knowledge of the local language spoken by majority of the workers at the construction site.

b) Safety Supervisor

As a minimum, he shall possess a recognized graduation Degree in Science (with Physics & Chemistry) or a diploma in Engg. or Tech. with minimum Two years of practical experience in construction work environment and should possess requisite skills to deal with construction safety & fire related day-to-day issues.

c) Safety Officer / Safety Engineer

Safety officer/Engineer Should Possess following Qualification &Experience:

(i) Recognized degree in any branch of Engg. or Tech. or Architecture with practical experience of working in a building or other construction work in supervisory capacity for a period of not less than two years,

or

possessing recognized diploma in any branch of Engg. or Tech with practical experience of working in a building or other construction work in supervisory capacity for a period of not less than five years.

(ii) Recognized degree or diploma in Industrial safety

(iii) Preferably have adequate knowledge of the language spoken by majority of the workers at the construction site.

Alternately

(i) Person possessing Graduation Degree in Science with Physics & Chemistry and degree or diploma in Industrial Safety (from any Indian institutes recognized by AICTE or State Council of Tech. Education of any Indian State) with practical experience of working in a building, plant or other construction works (as Safety Officer, in line with Indian Factories Act, 1958) for a period of not less than five years, may be considered as Safety Officer.

d) HSE In-Charge

The HSE officer deployed by BHEL directly shall be designated as HSE In-Charge. Duties & responsibilities of such person shall be commensurate with that of relevant statute and primarily to coordinate with top management of Client and sub-contractors.

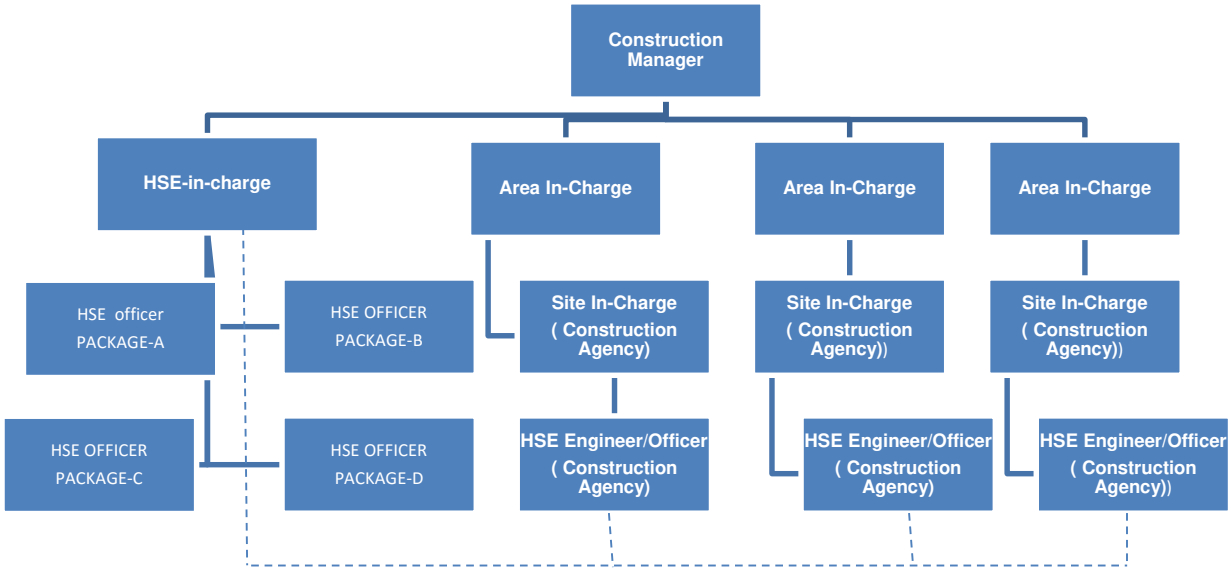
In case the statutory requirements i.e. State or Central Acts and / or Rules as applicable like the Building and Other Construction Workers' Regulation of Employment and Conditions of Service- Act,1996 or State Rules (wherever notified), the Factories Act, 1948 or Rules (wherever notified), etc. are more stringent than above clarifications, the same shall be followed.

BHEL/Sub-contractors shall ensure physical availability of safety personnel at the place of specific work location, where Hot Work Permit is required/granted. No work shall be started at the project sites until above safety personnel & concerned Site Engineer of BHEL/Sub-contractor are physically deployed at site. BHEL shall verify & authenticate credentials of such safety

personnel and furnish Bio-Data/Resume/Curriculum Vitae of the safety personnel as above for EIL/Owner's approval, at least 1 month before the mobilization. BHEL, whenever required, shall arrange submission of original testimonials/certificates of their Safety personnel, to subsequently EIL/Owner (for Verification/scrutiny, etc.)

Imposition / Realization of penalty shall not absolve BHEL from responsibility of deploying competent safety officer at site. Adequate planning and deployment of safety personnel shall be ensured by BHEL so that field activities do not get affected because of non-deployment of competent & qualified safety people in appropriate numbers.

Tentative HSE organogram follows:



6.2 RESPONSIBILITIES

6.2.1 Construction Manager:

- To appoint HSE-in-charge.
- To chair monthly site HSE review Meetings.
- To define roles and responsibilities of the employees under their control with respect to HSE Management System implementation.
- To coordinate with MR for setting HSE objectives and targets in BSC.
- To formulate detailed schedule of activities for implementation of HSE programs.
- To implement Operational Control Procedures (OCPs).
- To arrange resources for implementation of HSE programs.
- To identify and arrange for provision of required training to employees as well as suppliers/ contractors.
- To ensure investigation into any significant incident or safety lapse.
- To ensure corrective action and preventive action for non- conformities / observations.

- To generate HSE performance reports and forwarding the same to MR.
- To communicate the feedback received from interested parties to MR and vice versa.
- To communicate to suppliers / sub-contractors regarding HSE issues pertaining to the activities / services provided by suppliers /sub- contractors and to ensure their training, if required.
- To ensure effective implementation of Emergency Preparedness Response Plans and periodical mock drills.
- To stop work as & when identified unsafe.
- To facilitate HSE promotion.

6.2.2 HSE-in-Charge

- 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 and other emergency Drills and facilitate emergency preparedness
- Design campaigns, competitions & other special emphasis programs to promote safety in the workplace.
- Apprise PSER/HQ on safety related problems.
- Deploy safety wardens suitably.
- 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.
- To stop work as & when identified unsafe.
- 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, sub-contractors on HSE matters

6.2.3 SECTION IN-CHARGE (RESPECTIVE PACKAGE IN CHARGE)

- Shall report to Construction Manager.

- Shall demonstrate the personal commitment of his subordinates towards implementation of HSE targets.
- Shall implement the requirements of the client and company safety policy and the HSE Plan.
- Shall manage supervisory structure within their respective sections to ensure that the detailed requirements of Health Safety and Environment Policy of the Customer/ Company is understood and implemented by all personnel engaged in their respective area of operation.
- Shall ensure that the persons working under him shall be competent to maintain the Safety Standards at their site.
- Shall continuously review HSE performance within his sections to ensure that performance targets are being achieved.
- Shall ensure that Induction Training and Tool Box talks are conducted at his site regularly.
- To stop work as & when identified unsafe.
- Shall conduct periodic HSE inspection and mock-drill.
- Shall ensure that specific Risk Assessments conducted by trained and competent personnel at the appropriate time and that the resultant control measures are communicated to the persons responsible for supervising and executing the work.
- Shall ensure that all management and supervisory personnel engaged within his section conduct routine HSE surveillance.

6.2.4 **ALL EMPLOYEES**

- To adopt safe working practices wherever they are undergoing.
- To take corrective action and preventive action in case any non-conformity is observed on product / process / system with respect to Occupational Health, Safety and Environment.
- To report all incidents including near miss to HSE officer or HSE coordinator (Site) / HOD (SOX).
- In case any particular activity / work has extremely high consequential risk or high environmental impact, the employee shall bring it to the notice of Site in charge before starting the work.
- To ensure that the workers are engaged by the sub-contractor for the job after undergoing induction training.
- To ensure that the persons engaged in his area follow the safety rules like using appropriate PPEs.
- To get involved in exercises like Job Safety Analysis and Work Permit System.
- To engage licensed electricians for site electrical works.
- To report any incident including near misses or safety lapses immediately to safety officer/HSE co-ordinator/RCM.
- To stop work as & when identified unsafe.
- To maintain & promote improved level of house-keeping all the time at site.
- To support/co-operate with audit team members as & when safety audits are carried out.
- To involve in investigation, if any incident occurs in his work area.
- To participate in safety promotional programmes.
- To attend the safety committee meeting, if he is a member/ invitee

- To ensure that only fit T&Ps and qualified persons are engaged.

6.2.5 **SITE IN -CHARGE OF SUB-CONTRACTOR**

- 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 statutes
- Shall ensure that all T&Ps engaged are tested for fitness and have valid certificates from competent authorities.
- 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 sub-contractor 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, mock drill, medical camps, induction training and training on HSE at site.
- Shall ensure full co-operation during HQ/External /Customer HSE audits.
- Shall ensure submission of look-ahead plan for procurement of HSE equipment's and PPEs as per work schedule.
- Shall ensure good housekeeping.
- Shall ensure adequate valid fire extinguishers are provided at the work site.
- Shall ensure availability of sufficient number of toilets /restrooms and adequate drinking water at work site and labour colony.

- Shall ensure adequate emergency preparedness.
- Shall be member of site HSE committee and attend all meetings of the committee

6.2.6 **HEALTH, SAFETY AND ENVIRONMENT OFFICER OF SUB-CONTRACTOR**

- 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, sub-contractors on HSE matters

7.0 **Award and Motivation Scheme**

- BHEL shall organize monthly safety day at the site involving all the persons working with BHEL. This shall be clubbed with National level programmes like National Safety Day/ Road Safety Week/ National Environment Day. On such occasions, various events shall be organized including a short lecture on theme of the month or the national programme. Mock-drills, fire drills etc shall also be organized. Various awards are also announced like Best Vendor, Best employees, Best Safety officers for the month. The winners get prizes. The winners are decided based on HSE performance only. Special prizes are also given to persons in recognition of their performance in responding to an emergency situation or eliminating/ minimizing a significant hazard or saving human lives/property from injury/damage.

- As such, there is no cash award system in vogue. However, a special monetary award is considered in case of outstanding HSE performance by vendors on case-to-case basis. If BHEL gets any monetary award from customer like safety bonus, the same shall be shared with the vendors.

8.0 HSE TRAINING & AWARENESS

8.1 HSE INDUCTION TRAINING

All persons entering into project site shall be given HSE induction training by the HSE officer of BHEL/subcontractor/customer at a specific location:
No employee shall be engaged without induction training

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 major hazards & risks, aspects & impacts and mitigation measures related to the jobs to be performed by the person or group of person.
- First aid facility.
- Emergency Contact No.
- Incident reporting.
- Fire prevention and emergency response.
- Rules to be followed in the labor colony (if applicable)
- Use and maintenance of PPEs (i.e., Shoes/Helmets/Goggles/Leg guard/Apron etc.)
- Dress requirement- no loose dress/ ornaments
- No smoking/alcohol/drug abuse/gambling/fights/theft/damage to property
- General Traffic rules/pedestrian rules
- Cell phone use restrictions
- House keeping
- Security Compliance Requirements
- Environmental Compliance Requirement
- 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 Contractor's in-house HSE induction, all employees shall be tested by asking questions orally or in writing and must pass the test with a 70% passing score, to find out if training input has been retained. Test scores shall be documented and each employee shall sign an induction training form **(format no. HSEP:13-F02)** 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.

8.2 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 tool box is a forum for two-way communication between management and the employees. Pep talk is focused on a specific job. The agenda shall consist of the followings:
    - Details of the jobs 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.
- Feedback from employees
- Any doubt clearing session at the end.

- Record of Tool box talk shall be maintained as per **format no. HSEP:13-F11**
- Tool box talk to be conducted at least once a week for the specific work.

8.2.1 **PRE JOB BRIEFING**

A separate documented daily pre job briefing must be conducted at the actual job/work site location with the supervisor and work crew, to cover working environment/conditions, safe work practices for the activities to be carried out, required PPE and review of the work package, JSA and permit requirements. Each crew member and the supervisor will sign off on the pre job briefing form, and form will be submitted to the HSE department at the end of each shift.

8.4 **HSE TRAINING DURING PROJECT EXECUTION**

- HSE training shall be arranged by BHEL/sub-contractor 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:

  - Work-at-height
  - Hazards identification and risk analysis (HIRA)
  - Work Permit System
  - Incident investigation and reporting
  - Fire fighting
  - First aid
  - T & Ps fitness and operation
  - 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.
- Skill labor (like fitter, electrician, rigger, scaffolder, carpenter etc.) will pass through the trade test (written and practical) conducted at site by the respective engineer & EHS officer. A pass sticker of qualified person to be marked on their ID Card/Gate Pass.

8.4.1 HSE Induction for Visitors: No visitors are allowed to visit the construction site without safety induction, mandatory PPEs, and designated escort.

8.4.2 Safety Induction for all (Staff/engineers/sub-Contractors officials/supervisors): It is compulsory to provide safety induction and briefing about the site HSE management systems, requirements and individual's roles & responsibility to carry out the activities is safe manner, before deploying them.

8.4.3 Monthly awareness programme on Health, Environment and those safety topics not covered in the above list for training shall be covered

9.0 HSE AUDIT

- There shall be HSE audit by External auditors at least on half-yearly basis. BHEL shall take necessary corrective actions, if called for, to the satisfaction of the auditors.
- BHEL shall also conduct internal audit by qualified Internal Auditors at an interval not more than 3 months. A detailed procedure is attached.

10.0 Meetings

- BHEL shall ensure participation of his top most executive at site i.e. Resident Construction Manager in Safety Committee/HSE Committee meetings arranged by EIL/ Owner usually on monthly basis or as and when convenedr. In case BHEL's top most executive at site is not in a position to attend such meeting, he shall inform Customer in writing before the commencement of such meeting indicating reasons of his absence and nominate his representative – failure to do so may invite very stringent penalization against BHEL, as deemed fit in Contract. The RCM of Sub-contractors shall attend HSE meeting convened BHEL at least once in a fortnight along with safety officers and package-in-charges under him. The obligation of compliance of any observations during the meeting shall be always time bound. The sub-contractors shall always assist BHEL to achieve the targets set by them on HSE management during the project implementation.
- Agenda of internal HSE meeting should broadly cover: -

a) Confirmation of record notes /minutes of previous meeting
b) Discussion on outstanding subjects of previous points / subjects, if any
c) Incidents / Accidents (of all types) at project site, if any
d) Current topics related to site activities / subjects of discussion
e) House keeping
f) Behavioral Safety
g) Information / views / deliberations of members / site,
h) Report from Owner / Client
i) Status of Safety awareness, Induction programs & Training programs
The time frame for such HSE meeting shall be religiously maintained by one and all

11.0 FIRST AID & MANAGEMENT:

11.1 FIRST-AID ROOM:
There shall be a First-aid room with a single bed and a stretcher. The First-aider shall be available in this room. An ambulance shall be provided if deployment exceeds 400 workmen

.

11.2 FIRST AIDER

- One Qualified First-aider shall be available throughout the working hours in a First-Aid room. Every injury shall be treated, recorded and reported. The first-aider shall refer the patient to a hospital/ Lab/Doctor for further treatment/ investigation, if he considers so.

- 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.

11.3 FIRST AID BOX

- The First-aid boxes shall have items as listed in Appendix-B. If need arises, First-aider has to carry the First-aid box to place of any incident. Inventory of these items has to be monitored clearly and replenishment of stock shall be done expeditiously.
- Medical waste shall be disposed as per prevailing legislation (Bio-Medical Waste –Management and Handling Rules, 1998)

12.0 SUB-CONTRACTOR MANAGEMENT:

Sub-contractors shall be engaged for various parts of the scope of work known, each part being called a package. A team of BHEL officials shall oversee various aspects of jobs associated including HSE related activities. The Sub-contractor shall be informed of the HSE requirements thru a document prepared based on HSE Plan issued by EIL document no:6-82-0001 Rev7. Compliance of the aforesaid HSE plan by sub-contractors shall be ensured through daily observation of activities, recording deviations, conveying to the concerned subcontractor, getting the deviations corrected within a time frame and initiating appropriate administrative actions against workmen/ sub-contractor, if so called for or counselling the concerned to prevent its recurrence by BHEL team.

There shall be a review of HSE at least once in a fortnight with the sub-contractors.

12.1 **GENERAL DISCIPLINE:**

- Workmen under influence of liquor or drug or any other intoxication shall not be permitted to work and sent out of the work area. They shall not be permitted to carry cigarettes, lighter, tobacco powder, drugs, intoxicating drinks etc
- Workmen shall not be permitted to smoke in work area- smoking in designated space shall be permitted, if provided.
- None shall be permitted to carry any arms or firearms.
- The workmen shall report to work on time and follow supervisor's instruction.
- Use of cell phone particularly in hazardous jobs shall be discouraged like height work, crane operation etc.
- Horseplay, willful violation of rules shall be dealt with suitable disciplinary action including suspension and termination. They shall be subjected to physical frisking or alcohol/drug test at random by security and security shall be authorized to take appropriate disciplinary action against any delinquent employee like throwing out of the gate for the day and so on. If any such employee returns to work, he shall be put through induction training once again.

13.0 HSE Incidents Monitoring and Management:

Every incident including near-misses or injury of any kind and at any level of severity shall be immediately reported by BHEL employees or the contractor's workmen in their work area to the safety officer/ HSE –in-charge, site engineer or RCM. The site HSE –in-charge shall be the nodal person for this purpose.

For any reportable injury to any employee or to the contractor 's workmen, the safety officer/ HSE-in-charge shall report the incident in incident/ incident report, to EIL/Owner in format HSE-2. Non-reportable incidents like near-miss shall be reported in format HSE-4.

In the case of serious injury requiring hospitalization or fatality, communication shall be made to customer through telecom immediately with submission of incident report within 24 hrs and detail investigation report may be forwarded in INCIDENT INVESTIGATION REPORT FORMAT-HSE-3 within 3 days.

Investigations into serious or potentially serious incidents shall be conducted using accepted Root Cause Analysis (RCA) methodology cause and effect, 5 why's, etc., to determine the Physical, Human and Latent Root Causes for these type accident/incidents.

The site shall maintain record of incidents / incidents at site, and shall be available for inspection by representatives of statutory agencies / officials visiting site from customer The Safety Officer/ HSE coordinator shall maintain these records.

13.1 Incident Investigation Procedure:

The purpose of the investigation procedure is to find out root cause of accidents / incidents & not to find out faults, so as to avoid recurrences, in future and share lessons learned.

RCM shall constitute a committee of at-least 2 site engineers within 24 hours of such incidents. The investigation shall aim at finding out the basic unsafe acts / conditions that have caused the incidents. Immediately after all appropriate emergency measures, first aid and damage containment measures have been taken, every effort shall be made by the committee to:

- Preserve physical evidence
- Take photographs
- Take statement from incident victim(s) and eyewitnesses and anyone who may have knowledge of possible cause(s) of incidents

The committee shall also recommend corrective measures to prevent recurrence of similar incidents

13.2 Initial Incident Response:

In the event of an accident/incident, the supervisor and employees at the work site must:

- Stop work and make the work area safe (mitigate or remove the exposure to the hazard)
- Provide first aid and activate other emergencies e.g. Ambulance/ emergency vehicle, fire or security, as required,
- Ensure the injured worker is transported to Hospital/HPCL medical facilities for medical attention if necessary,
- Secure the site to ensure the protection of employees and the public and to aid with the investigation,
- Report the incident immediately to BHEL-RCM.

13.3 Incident **Investigation Report:**

The investigation committee on completion of the all investigations shall prepare and submit the report to the RCM. The report shall also include corrective measures with assigned responsibility to be taken at site to prevent similar incidents in future. The RCM shall forward the copy of the investigation report to customer

13.4 Data Analysis

The site HSE team shall maintain the records and incident data shall be analyzed at regular interval so as to check the trend which will, in turn, trigger corrective measures

14.0 House-keeping:

BHEL shall ensure the following points subject space availability at the site and the approach to the site:

- 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 of 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 various work area locations
- 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

14.1 WASTE MANAGEMENT

During construction, there will be generation of wastes- some hazardous, some non-hazardous.

These waste generated shall be collected from area of generation and moved to a scrap yard. Bins shall be placed at all areas of generation with labels –hazardous or non-hazardous.

Hazardous wastes: Waste oil, Empty chemical containers, soaked clothes, Batteries, waste wool, chemicals (if not neutralized) etc.

Non-hazardous Wastes: Packing wood, cuts & bits of M.S. Plates, used papers/stationaries etc.

The Hazardous wastes shall be kept under shed and on a cemented flooring so that there is leaching of soil.

15.0 HSE Measures

15.1 Permit to Work Procedure

15..1.1 Type of PERMITS:

- ∟ General Permit to Work
- ∟ Hot work
- ∟ Confined Space Work
- ∟ Work at Height
- ∟ Excavation permit
- ∟ Radiation Work
- ∟ Critical Lift
- ∟ Log Out Tag Out (LOTO)

15.1.2 GENERAL:

A Permit to Work (PTW) shall be applied by trained and authorized person (permit receiver) and approved by authority (permit issuer) from BHEL/EIL/Owner before the start of work for all identified hazardous works.
All persons required to work under this procedure shall be trained in their roles and responsibilities.

HSE officers shall
- Confirm the precautions and safety methods on the Permit to Work by Signing off the Permit to Work.
- Monitor the onsite activities of assigned contractors;
- Confirm and monitor the execution performance of Permit to Work Procedure and report to Project/Construction Management.
- Withdraw the Permit when work condition changed, or nonconformance to Permit Requirement was found.

15.1.3 **PTW Training**

PTW Awareness Training will be integrated into the PROJECT Safety Induction Course. HSE Department will provide the specific PTW training to all construction supervisors, engineer or other site employees as needs.

15.1.4 Permit to Work Guidelines

Applicant

The Applicant is the responsible person for the work to be conducted under the PTW. The Applicant may be the responsible construction supervisor or PTW Recipient. A PTW will not be authorized for any work unless the Applicant is physically present during all phases of the proposed work.
Should the PTW require two or more responsible persons, then the nominated responsible persons are to be included in the Applicant's request, and are to participate in the Desktop Review and followed preparation activities.

15.1.5 Request for PTW by Applicant

The Applicant shall prepare the PTW request and all supporting documentation. The package shall contain the following:
- BHEL Permit to Work Form
- Hazard identification and risk assessment Document
- Safe Work Method Statement
- Marked up Plot and Isometric Drawings if applicable.

No matter the area is defined as green field or revamping area, the applicant should apply BHEL permit and the PTW shall be firstly signed by the Authorized person on completion of his review and physical walk around when necessary.
The request for a PTW will include all details of the work to be completed. The PTW and request package shall be pre-approved by Construction Management and HSE Management before the submittal to BHEL Approving Authorities.

15.1.6 Hazard Analysis Document

- For high risk and dangerous work identified, the Applicant shall complete and submit a Hazard Analysis Document together with the PTW request. It will be a JSA (Job Safety Analysis) or Preliminary Hazard Analysis Checklist. And it shall be reviewed and approved by respective Construction and HSE Representatives.
- Issues such as work interface, coordination, drawings, toolbox meetings and work type/duration shall be detailed and included with supporting documentation for the Applicant's request for PTW.
- If applicable, Hazard Analysis Document shall be used as the foundation for development of Safe Work Method statement. Each hazard identified shall be addressed in the Safe Work Method Statement and be submitted as part of the Applicant's submittal package.

Gas Testing (For Confined Space)

For the operations need to perform the Gas Testing, the test shall be conducted prior to approving all permits by the Authorized person's and confirmed by Applicant or representing party unless otherwise instructed. During the risk assessment the duration and frequency of gas tests will be defined and stated on the permit. Once the PTW is approved the Applicant is responsible for conducting the stated gas testing in accordance with the Authorizing Party's instruction and comments.

Isolation

The Authorized Person shall confirm that all the necessary isolations are in place, have been tagged with an OUT OF SERVICE/DO NOT OPERATE tag and locked where appropriate. The isolation procedure shall be strictly followed.

Personal Danger Tags and Personal Locks

Each Recipient must attach his/her own Personal Danger tags/locks after confirming all isolation before signing Permit and commencing work. Personal Danger tags and locks shall stay in place only while the individual owning them is actively working on the specific job.
All Personal Danger tags/locks must be removed at completion.
Lock out/tag out system should be strictly followed.

PTW Numbering
A unique numbering system shall be used to identify each PTW. All PTW shall be filed properly then the numbering should be provided.

Physical Inspection
After the review of PTW request, all parties will physically inspect the proposed PTW work environment. All parties will identify and assess the following:
- The equipment to be worked on
- The area to be worked in and the risk assessment
- The surrounding contractors' proposed schedules during the intended work period
- The Safe Work Method Statement
- Any additional or relevant procedures such as electrical isolations etc.

On completion of the physical inspection and acceptance of the Safe Work Method Statement the Authorized person's may sign the PTW.

Safety Materials and Equipment
Generally the Applicant shall provide all safety materials and equipment. In exceptional circumstances, the Authorized person may provide safety materials and equipment.

PTW Approved
After review of PTW and physical inspection of the area to be worked, the PTW will be signed by the Authorized person's and the Applicant. In general, the duration of an approved PTW may not exceed one shift (exact approved duration shall be clearly stated on the PTW Sheet by Authorizing Party)
The agreed time frame will be clearly stated on both the PTW and Safe Work Method Statement and be the PTW be signed over during each subsequent shift/work crew change over by both the Authorized person and the Applicant. Once authorized to commence work, the Applicant must brief the surrounding areas' responsible persons. This ensures that the surrounding work and personnel are aware of the work to be undertaken and plan their work accordingly. Documented proof of this brief is to be included with the PTW at the work location. Once all surrounding/affected parties have been briefed, the work must be completed in accordance with the PTW conditions and Safe Work Method Statement.
All authorized Permit to Work shall be registered into the Work Permit Register as quick reference.

PTW Not Approved
At any stage during the review of PTW and physical inspection the PTW may be given a non-approval. Should this occur, the issue identified as being unacceptable must be addressed, The Applicant must then submit documentation supporting the mitigation of the issue with a revised PTW request in accordance with this procedure.

PTW Cancelled
At any time the Applicant and/or the Authorized person/OPGCL may cancel the PTW. This may occur for a vary of reasons. However, should this occur the Applicant is to stop work, make the area safe and report to the Area In charge immediately informing them of the reasons why the PTW was cancelled.
Once cancelled, a PTW cannot be reused (shall be properly closed-out) and subsequent requests for a PTW by the applicant must be made in accordance with this procedure.

Completion of Work
On completion of work the Applicant shall sign off the PTW as being closed and return the PTW for final signature and Closer.
In the event that work is not completed in the time frame specified by the PTW, the Applicant is to request a time extension for the PTW. PTW's will not be extended past the time frame specified without written authority from the Authorized person for the issuing the permit.

Both the Applicant and Authorizing person's will re-inspect the work area to verify that all required safety previsions are still in place and that work area conditions have not changed.
Any new safety requirements (such as lights for night work) shall be noted on the request.
Once the new requirements are in place, the Applicant and Authorized person will sign off the extension section on the PTW form.

15,2 **Personal Protective Equipment (PPEs)**

- BHEL workmen shall be permitted entry inside the project premises only with proper PPEs.
- BHEL shall ensure that all their staff, workers and visitors including their BHEL(s) have been issued (records to be kept) & wear appropriate PPEs like nape strap type safety helmets preferably with head &sweat band with ¾" cotton chin strap (made of industrial HDPE), safety shoes with steel toe cap and antiskid sole, full body harness (CЄ marked and conforming to EN361), protective goggles, gloves, ear muffs, respiratory protective devices, etc. All these gadgets shall conform to applicable IS Specifications/ CE or other applicable international standards. BHEL shall implement a regular regime of inspecting physical conditions of the PPEs being issued / used by the workmen of their own & also its sub-agencies and the damaged / unserviceable PPEs shall be replaced forthwith.
- BHEL shall use the color scheme for Helmets as detailed in a table below
- Fluorescent jackets with BHEL logo to be worn by BHEL workmen with different color coding for categories like supervisor and workmen – Green for supervisory and above cadre, Red for workmen (Pl see pic below)
- For shot blasting, the usage of protective face shield and helmets, gauntlet and protective clothing is mandatory. Such protective clothing should conform relevant IS Specification.
- For off-shore jobs/contracts, BHEL shall provide PPEs (new) of all types to EIL & Owner's personnel, at his (BHEL's) cost. All personnel shall wear life jacket at all time.
- An indicative list of HSE standards/codes is given under **Appendix-A**.
- BHEL shall ensure procurement & usage of following safety equipment's/ accessories (conforming to applicable IS mark / CE standard) by their staff, workmen & visitors all through the span of project construction / pre-commissioning/ Commissioning: according to hazards associated with their jobs. **List is not exhaustive**.

a. PPEs (Helmet with company name/logo, Spectacle, Ear-muff, Face shield, Hand gloves, Safety Shoes, Gum boot)
b. Barricading tape / warning signs
c. Rechargeable Safety torch (flame-proof)
d. Safety nets (with tie-chords)
e. Fall arresters
f. Portable ladders (varying lengths)
g. Life-lines (steel wire-rope, dia not less than 8.0 mm)
h. Full body harness (double lanyard)
i. Lanyard
j. Karabiner
k. Retractable fall arresters (various length)
l. Portable fire extinguishers (DCP type) – 5 kg capacity
m. Portable Multi Gas detector
n. Sound level meter

o. Digital Lux meter
p. Fire hoses & flow nozzles
q. Fire blankets / Fire retardant cloth (with eyelets)

Proposed colour codes of helmets and coverall / jackets to be implemented at VRMP

Sl. No	Designation	Helmet	Reflective Jacket
1	Staffs / Visitors / Vendors	White (For visitors/vendors " VISITOR" to be stencilled with RED, both on front & back side)	Green
2	HSE Personnel	Green	Green
3	Workers	Orange	Yellow
4	Riggers	Orange ('RIGGERS' to be stencilled in RED on back side)	Orange
5	Electrician	Red	Red
6	Scaffolding Inspector	Orange (with Green strap on both side)	Orange
7	Housekeeping Personnel	Purple	Orange

Sample to be approved by customer

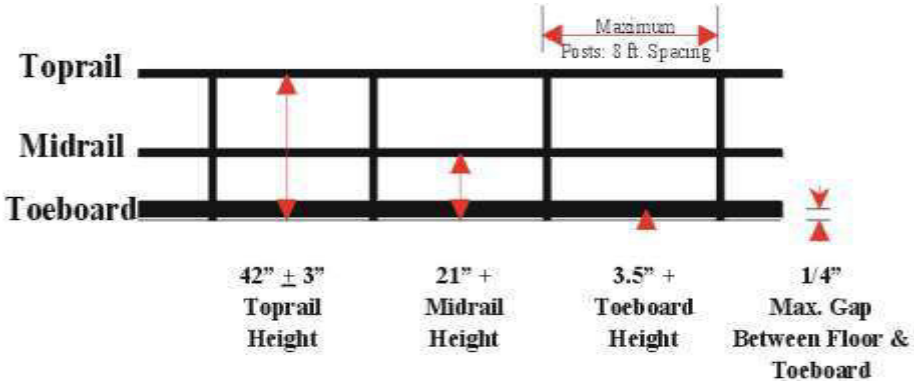
15.3 Working at height

- BHEL shall issue permit for working (PFW) at height after verifying and certifying the checkpoints as specified in the attached permit (Format No. HSE-6). He shall also undertake to ensure compliance to the conditions of the permit during the currency of the permit including adherence of personal protective equipment's. BHEL's Safety Officer and subsequently BHEL's safety officer shall verify compliance status of the items of permit document after implementation of action is completed by BHEL's &BHEL's execution / field engineers at work site. HIRAC for specific works at height

duly commented by EIL/Owner, shall be kept attached with particular Permit for Work (PFW) at site for ready reference & follow-up.

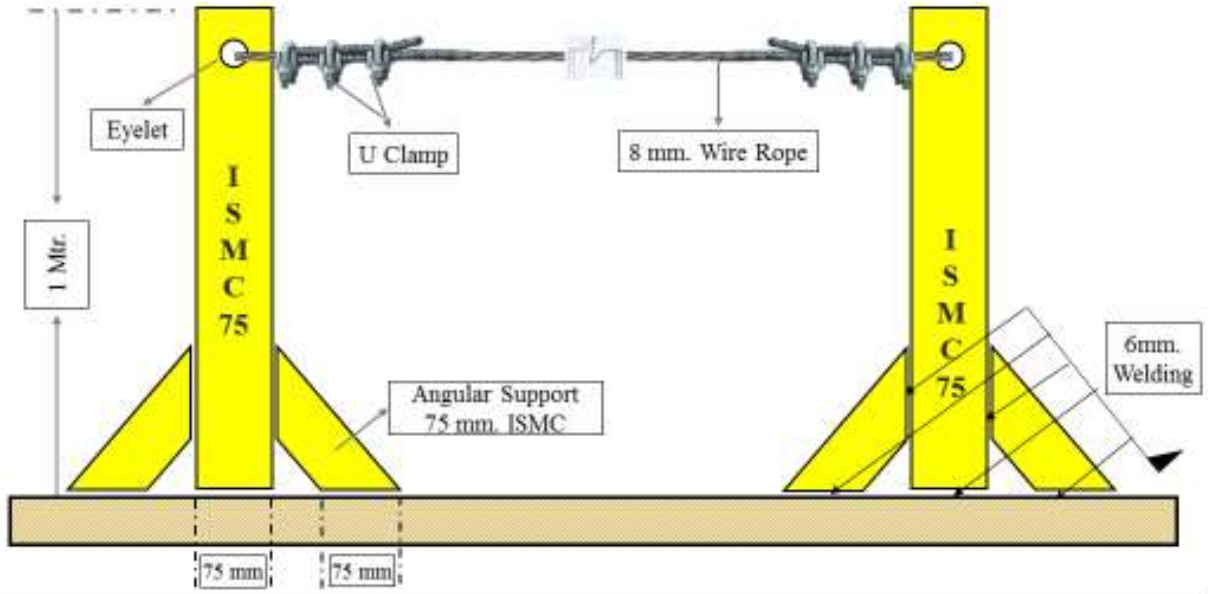
- Such PFW shall be initially issued for one single shift or expected duration of normal work and extended further for balance duration, if required. EIL/Owner can devise block-permit system at any specific area, in consultation with project specific HSE Committee to specify the time-period of validity of such PFW or its renewal. This permit shall be applicable in areas where specific clearance from Owner's Operation Deptt./ Safety Deptt. is not required. EIL / Owner's field Engineers/ Safety Officers/ Area Coordinators may verify and counter sign this permit (as an evidence of verification) during the execution of the job.
- All personnel shall be medically examined & certified by registered doctor, confirming their 'medical fitness for working at height. The fitness examination shall be done once in six months.
- In case work is undertaken without taking sufficient precautions as given in the permit, BHEL or EIL/ Owner Engineers may exercise their authority to cancel such permit and stop the work till satisfactory compliance/rectification is arranged made. BHEL shall maintain a register for issuance of permit and extensions thereof including preserving the used permits for verification during audits etc.
- BHEL shall arrange (at his cost) and ensure use of Fall Arrester Systems by his workers. Fall arresters are to be used while climbing/descending tall structures or vessels / columns etc. These arresters should lock automatically against the anchorage line, restricting free fall of the user. The device is to be provided with a double security opening system to ensure safe attachment or release of the user at any point of rope. In order to avoid shock, the system should be capable of keeping the person in vertical position in case of a fall.
- BHEL shall ensure that Full body harnesses conforming EN361 and having authorized CЄ marking is used by all personnel while working at height. The lanyards and life lines should have enough tensile strength to take the load of the worker in case of a fall. One end of the lanyard shall be firmly tied with the harnesses and the other end with life line. The harness should be capable of keeping the workman vertical in case of a fall, enabling him to rescue himself.
- BHEL shall provide Roof Top Walk Ladders for carrying out activities on sloping roofs in order to reduce the chances of slippages and falls.
- BHEL shall ensure that a proper Safety Net System is used wherever the hazard of fall from height is present. The safety net, preferably a knotted one with mesh ropes conforming to IS 5175/ ISO 1140 shall have a border rope & tie cord of minimum 12mm dia. The Safety Net shall be located not more than 6.0 meters below the working surface extending on either side upto sufficient margin to arrest fall of persons working at different heights.
- In case of accidental fall of person on such Safety Net, the bottom most portion of Safety Net should not touch any structure, object or ground.
- Grade separators shall be provided in Pipe-rack/Tech-structures to arrest falling objects like welding spatters, welding rods, nuts, bolts, tools etc. and to facilitate U/G and A/G works simultaneously.
- Beam Clamps may be used for construction of localized temporary working platforms, sheds for welding booths etc. at height in all types of steel structure due to faster installation and requirement of less scaffolding materials.
- Hanging Platform, manufactured by Standard HSE equipment vendors must be encouraged for painting of Buildings etc.
- All the tools used at height (like spanner, screw driver etc.) shall be provided with securing arrangement like back-pack/waist pouch to prevent accidental slippage from worker hand.
- BHEL shall install temporary lightening arrester in tall structures during construction to save human life and to avoid damage to equipment & machineries.
- BHEL shall ensure positive isolation while working at different levels like in the pipe rack areas. The working platforms with toe boards & hand rails shall be sufficiently strong & shall have sufficient space to hold the workmen and tools & tackles including the equipment's required for executing the job. Such working platforms shall have mid-rails, to enable people work safely in sitting posture.

Guardrail system



ALL OPENINGS AT HEIGHT SHALL BE BARRIACDED BY PIPES OR STRUCTURALS. TAPE BARRICADE OR THOSE MADE WITH REBAR SHALL NOT BE ACCEPTED.

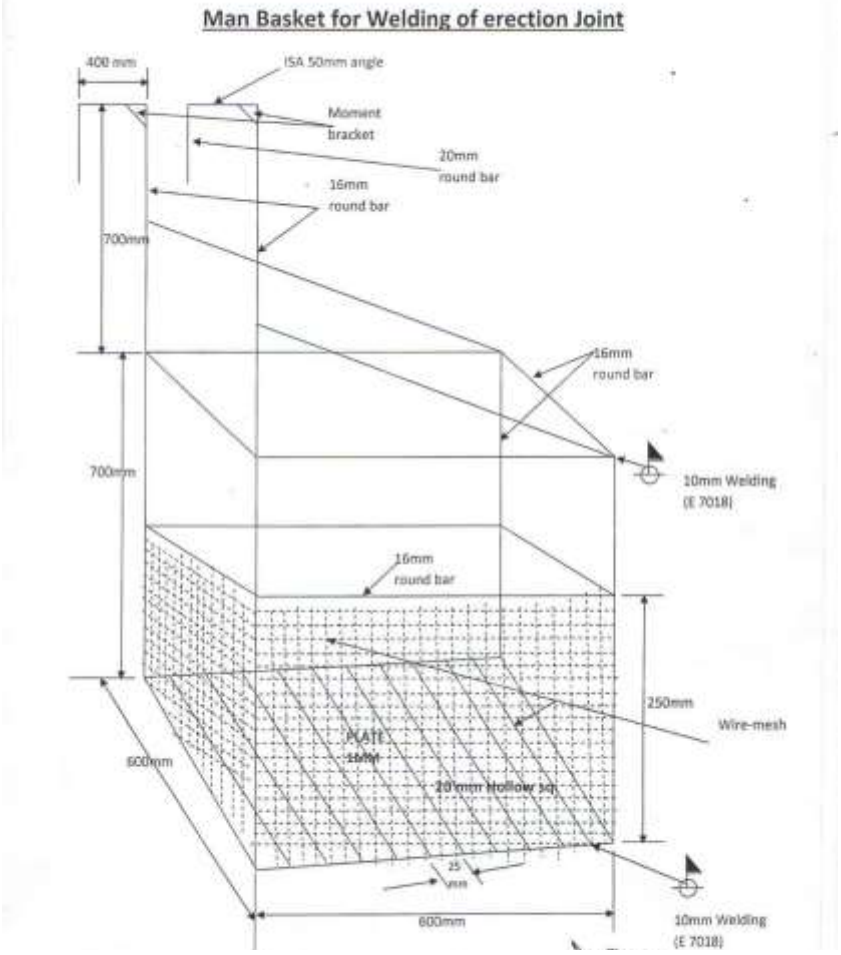
DIAGRAM : LIFELINE POST



- The Support at Vertical Post shall be fixed at End-to-End. The maximum length of one end to another end shall be 18 Mtrs.
- If the length of Lifeline is more than 18 Mtrs. then Intermediate Vertical Post(s) are to be used. Such Intermediate Post(s) will act as supports and the Lifeline Rope should simply pass through the eyelets (holes) of such supports without being anchored.
- The Lifeline need not be wrapped/clamped to any Intermediate Post.
- Such Intermediate Posts must be used at an interval of every 18 Mtrs.
- The Post(s) in which the horizontal Lifeline is to be installed should be capable of sustaining a tensile stress of 5000 Lbs.(2268 Kgs.).
- In a horizontal Lifeline installation maximum allowable sagging is 500-600 NM.
- For a Single Spun Lifeline no more than 2 persons are allowed to work; for more than two workmen another Lifeline should be installed.
- Horizontal Lifeline should be so installed that it does not impede safe movement of workers.
- All the installation work must be carried out by competent persons with adequate knowledge.

15.3.1 Personnel Lifts (Man-Basket): (To be treated as a T&P item)

A Personnel Man-Basket permit shall be completed prior to lifting any people, along with a rigging plan. Man-basket shall be used where access through ladders or scaffolding is not feasible. Man-baskets shall be designed and engineered by a manufacturer (job made man-baskets are not allowed, unless designed and tested by a certified engineer), and built robust with MS Angles and flats or plates or channels or round bar only .**REBAR not permitted at all**. Guard rails top and mid, must be in place and screened-in to avoid material from falling out of basket. The factor of safety shall be 200%. It shall have a door with double latches and shall open inside. Anchor points shall be identified within the man-basket. The man-basket shall be thoroughly inspected and load tested and a trial run performed without personnel before being put to job. It shall be treated as a lifting tool and shall undergo same certification cycle and inspection as other lifting equipments. An additional sling of required lifting capacity shall be fixed the man-basket main lifting point and attached to the crane above the ball or block. While lifting man-basket, the crane shall maintain a uniform speed of lift without any swing. Once man-basket reaches the destination, the lift brakes shall be locked as long as the basket remains at that point. The same care shall be taken in its descent. As for hanging man-basket, the same shall be hung off a rigid structure with help U-shaped handle welded to man-basket. This shall be tested once in a year by a competent person.



15.4 Scaffoldings& Barricading

- Suitable steel scaffoldings only shall be provided to workmen for all works that cannot be safely done from the ground or from solid construction except such short period work that can be safely done using ladders or certified (by 3rd party competent person) man-basket. When a ladder is used, an extra workman shall always be engaged for holding the ladder.

- BHEL shall ensure that the scaffolds used during construction activities shall be strong enough to take the designed load. BHEL shall always furnish duly approved construction-design details of scaffold & SWL (from competent designers) free of charge, before they are being installed / constructed at site. Owner/EIL and BHEL reserves the right to ask BHEL to submit certification and or design calculations from his Head office/ Design/ Engineering expert regarding load carrying capacity of the scaffoldings. All scaffolds shall be inspected by a competent Scaffolding Inspector of the sub-Contractor. He shall paste a GREEN tag (duly signed by competent Scaffolding Inspector) on each scaffold found safe and a RED tag (duly signed by competent Scaffolding Inspector) on each scaffold found unsafe. Scaffolds with GREEN tag only shall be permitted to be used and Scaffolds with RED ones shall immediately be made inaccessible. Work being found continuing on scaffolds with RED tag shall be considered unauthorized work by BHEL and may invite penalization from BHEL/EIL/Owner. For every 120-125 m2 /m3 area / volume or its parts there of minimum one TAG shall be provided.
- The sub-Contractor shall ensure positive barricading (indicative as well as protective) of the excavated, radiography, heavy lift, high pressure hydrostatic & pneumatic testing and other such areas. Sufficient warning signs shall be displayed along the barricading areas.
- Scaffolding shall be constructed using foot seals or base plates only.

15.5 Electrical installations

- All electrical installations/ connections shall be carried out as per the provisions of latest revision of following codes/standards, in addition to the requirements of Statutory Authorities and IE/applicable international rules& regulations:
- OISD STD 173 : Fire prevention & protection system for electrical installations
- SP 30 (BIS) : National Electric Code
- All electrical installations shall be approved by the concerned statutory authorities.
- All temporary electrical installations/ facilities shall be regularly checked by the licensed/ competent electricians of BHEL and appropriate records shall be maintained in format no: HSE-12" Inspection of temporary electrical booth/ installation at project construction site". Such inspection records are to be made available to EIL/Owner, whenever asked for.

15.5.1 BHEL shall meet the following requirements:

a. Shall make Single Line Diagram (SLD) for providing connection to each equipment's & machinery and the same (duly approved by EIL/Owner) shall be pasted on the front face of DBs (distribution boards) or JBs (Junction boxes) at every site. (A typical Switch Board Sketch is attached as Appendix -G).

b. Ensure that electrical systems and equipment including tools & tackles used during construction phase are properly selected, installed, used and maintained as per provisions of the latest revision of the Indian Electrical/ applicable international regulations.

c. Shall deploy qualified & licensed electricians for proper & safe installation and for regular inspection of construction power distribution system/points including their earthing. A copy of the license shall be submitted to EIL / Owner for records. Availability of at least one competent (ITI qualified) / licensed electrician (by State Elec. authorities) shall be ensured at site round the clock to attend to the normal/emergency jobs.

d. All switchboards / welding machines shall be kept in well-ventilated & covered shed/ with rain shed protection. The shed shall be elevated from the existing ground level to avoid water logging inside the shed. Installation of electrical switch board must be done taking care of the prevention of shock and safety of machine.

e. No flammable materials shall be used for constructing the shed. Also flammable materials shall not be stored in and around electrical equipment / switchboard. Adequate clearances and operational space shall be provided around the equipment.

f. Fire extinguishers and insulating mats shall be provided in all power distribution centers.

g. Temporary electrical equipment shall not be employed in hazardous area without obtaining safety permit.

h. Proper housekeeping shall be done around the electrical installations.

i. All temporary installations shall be tested before energizing, to ensure proper earthing, bonding, suitability of protection system, adequacy of feeders/cables etc.

j. All welders shall use hand gloves irrespective of holder voltage.

k. Multilingual (Hindi, English and local language) caution boards, shock treatment charts and instruction plate containing location of isolation point for incoming supply, name & telephone No. of contact person in emergency shall be provided in substations and near all distribution boards / local panels.

l. Operation of earth leakage device shall be checked regularly by temporarily connecting series test lamp (2 bulbs of equal rating connected in series) between phase and earth. ELCB tester /test meter shall be used for testing ELCBs. Inspection of installations for fitness of ELCB prior to start of job shall be ensured. (Ref. **Format HSE-12**).

15.5.2 The following features shall also be ensured for all electrical installations during construction phase by BHEL:

- Each installation shall have a main switch with a protective device, installed in an enclosure adjacent to the metering point. The operating height of the main switch shall not exceed 1.5 M. The main switch shall be connected to the point of supply by means of armoured cable.
- The outgoing feeders shall be double or triple pole switches with fuses / MCBs. Loads in a three phase circuit shall be balanced as far as possible and load on neutral should not exceed 20% of load in the phase.
- The installation shall be adequately protected against overload, short circuit and earth leakage by the use of suitable protective devices. Fuses wherever used shall be HRC type. Use of rewirable fuses shall be strictly prohibited. The earth leakage device shall have an operating current not exceeding 30 mA.
- All connections to the hand tools / welding receptacles shall be taken through proper switches, sockets and plugs.
- All single phase sockets shall be minimum 3 pin type only. All unused sockets shall be provided with socket caps.

- Only 3 core (P+N+E) overall sheathed flexible cables with minimum conductor size of 1.5 mm2 copper shall be used for all single phase hand tools.
- Only metallic distribution boxes with double earthing shall be used at site. No wooden boxes shall be used.
- All power cables shall be terminated with compression type cable glands. Tinned copper lugs shall be used for multi-strand wires / cables.
- Cables shall be free from any insulation damage.
- Minimum depth of cable trench shall be 750 mm for MV & control cables and 900 mm for HV cables. These cables shall be laid over a sand layer and covered with sand, brick & soil for ensuring mechanical protection. Cables shall not be laid in waterlogged area as far as practicable. Cable route markers shall be provided at every 25 M of buried trench route.
- When laid above ground, cables shall be properly cleated or supported on rigid poles of at least 2.1 M high. Minimum head clearance of 6 meters shall be provided at road crossings.
- Underground road crossings for cables shall be avoided to the extent feasible. In any case no underground power cable shall be allowed to cross the roads without pipe sleeve.
- All cable joints shall be done with proper jointing kit. No taped/temporary joints shall be used.
- An independent earthing facility should preferably be established within the temporary installation premises. All appliances and equipment shall be adequately earthed. In case of armoured cables, the armour shall be bonded to the earthing system.
- All cables and wire rope used for earth connections shall be terminated through tinned copper lugs.
- In case of local earthing, earth electrodes shall be buried near the supply point and earth continuity wire shall be connected to local earth plate for further distribution to various appliances. All insulated wires for earth connection shall have insulation of green colour.
- Separate core shall be provided for neutral. Earth / Structures shall not be used as a neutral in any case.
- ON/OFF position of all switches shall be clearly designated / painted for easy isolation in emergency.

15.6 Welding/ Grinding/ Gas cutting

- BHEL shall ensure that flash back arrestors conforming to BS:6158 or equivalent are installed on all gas cylinders as well as at the torch end of the gas hose, while in use.
- All cylinders shall be mounted on trolleys and provided with a closing key. Empty & filledup gas cylinders shall be stored separately with TAG, protecting them from direct sun or rain. Minimum 2 nos. of Portable DCP type fire extinguishers (10 kg) shall be maintained at the gas cylinder stores. Stacking & storing of compressed gas cylinders shall be arranged away from DG set, hot works, Elect. Panels / Elec. boards, etc.
- The burner and the hose placed downstream of pressure reducer shall be equipped with Flash Back Arrester/ Non Return Valve device.
- The hoses for acetylene and oxygen cylinders must be of different colours. Their connections to cylinders and burners shall be made with a safety collar.
- At end of work, the cylinders in use shall be closed and hoses depressurized.

- Cutting of metals using gases, other than oxygen &acetylene, shall require written concurrence from Owner.
- Grinding activity shall not be carried out in confined spaces without a valid work permit.
- All grinding/cutting machines shall be guarded and fitted with Dead-Man switch and this shall not be bypassed any time.
- All welding/grinding machines shall have effective earthing at least at distinctly isolated two points.
- In order to help maintain good housekeeping, and to reduce fire hazard, live electrode bits shall be contained safely and shall not be thrown directly on the ground.
- The hoses of Acetylene and Oxygen shall be kept free from entanglement & away from common pathways / walkways and preferably be hanged overhead in such a manner which can avoid contact with cranes, hydra or other mobile construction machinery.
- Hot spatters shall be contained / restricted appropriately (by making use of effective fire-retardant cloth/fabric) and their flying-off as well as chance of contact with near-by flammable materials shall be stopped.
- BHEL shall arrange adequate systems & practices for accumulation / collection of metal & other scraps and remnant electrodes and their safe disposal at regular interval so as to maintain the fabrication and other areas satisfactorily clean & tidy.
- All gas cylinders must have a cylinder cap on at all times when not in use. Cylinders shall be kept in vertical position only with proper support and shall not be rolled/ dropped at all. It shall be stored in a covered and ventilated space. Steel cage shall be used to carry cylinders to and from height. Only industrial grade of gas shall be used.
- Grinding machines shall have wheel guards and the cutting wheels shall be within expiry date and free from crack or any defect.

15.7 Ergonomics and tools & tackles

- BHEL shall assign to his workmen, tasks commensurate with their qualification, experience and state of health. There shall be an experienced Lifting Supervisor/Signal Man deployed for lifting a load to a height. The rigger shall also be adequately experienced. BHEL shall provide sufficient **walky-talky** to the lifting supervisor and rigger at a height/distance where these persons cannot communicate clearly due to noise level/distance.
- All lifting tools, tackles, equipment, trailers, trucks/dumpers, accessories including cranes shall be tested periodically by statutory/competent authority for their condition and load carrying capacity. Valid test & fitness certificates from the applicable authority shall be submitted to BHEL & Owner/EIL for their review/acceptance before the lifting tools, tackles, equipment, trailers, trucks/dumpers, accessories and cranes are used. All the cranes and lifting tools & tackles shall be inspected on daily basis and as well as formal monthly by The last date of Third Party Inspection and the next Due date shall be conspicuously displayed on all cranes. A copy of certificate shall be pasted on operator's cabin of all the lifting equipment.
- Load testing of Cranes must be made mandatory after each modification/alteration of crane configuration/change in boom length.
- BHEL shall not be allowed to use defective equipment or tools not adhering to safety norms.
- BHEL shall arrange non-sparking tools for project construction works in operating plant areas / hydrocarbon prone areas.

- Wherever required BHEL shall make use of Elevated Work Platforms (EWP) or Aerial Work Platforms (mobile or stationary) to avoid ergonomical risks and workmen shall be debarred to board such elevated platform during the course of their shifting/ transportation.
- BHEL shall ensure installation of Safe Load Indicator (SLI) on all cranes (while in use) to minimize overloading risk. SLI shall have capability to continuously monitor and display the load on the hook, and automatically compare it with the rated crane capacity at the operating condition of the crane. The system shall also provide visual and audible warnings at set capacity levels to alert the operator in case of violations.
- BHEL shall be responsible for safe operations of different equipment's mobilized and used by him at the workplace like transport vehicles, engines, cranes, mobile ladders, scaffoldings, work tools, etc.
- BHEL shall arrange periodical training for the operators of hydra, crane, excavator, mobile machinery, etc. at site by utilizing services from renowned manufacturers.
- The manufacturer's instruction for maintenance shall also be followed. All safety measures shall be followed. All tools tackles, lifting appliances; material-handling equipment etc. used by the sub-contractor shall be of safe design and construction. The operators, slingers and signalers shall be qualified as per IS 13367 (part-1):2003 "Safe use of cranes- code of practices". There shall be a person responsible for co-ordination among cranes where multiple cranes are used, and lifting over 75% of the crane capacity to be avoided.

15.7.1 Color Coding Procedure

Inspections and tests shall be documented by means of color coding which shall verify that inspections or testing are current and that all receptacles, portable Power tools, Lifting Tools & Tackles have been inspected and tested as required.

Colour code of Inspection Tag

S. No	Months	Colour
1	January / July	RED
2	February / August	GREEN
3	March / September	ORANGE
4	April / October	YELLOW
5	May / November	BLUE
6	June / December	PINK

-
- The cycle of colors shall be Monthly. The color code tape / Sticker shall be clearly visible to designate the period for which the inspections and tests were conducted.
- Following the initial inspection, the equipment must be color-coded quarterly as per color-coding instructions that will be issued by the SUB-CONTRACTOR.
- Fire extinguisher with the current month color-coding inspection sticker must be provided and secured in the platform.
- All slings shall be regularly inspected in accordance with the requirement of the project for frequent and periodic inspections and removed from the job site if they fail to meet the minimum requirements of the project.
- The SUB-CONTRACTOR'S SFO shall ensure that all PPE is inspected prior to its issue. He is to ensure all SUBCONTRACTOR personnel are using safe and proper PPE equipment. Regular inspections on the PPE shall be carried out and personnel not adhering to those inspections shall be removed immediately from the SITE.

- A five (5) day interval period shall be given into each monthly color code change. During this five (5) day period either color shall be acceptable.

SAMPLE TAG:

15.8 Hazardous substances

- Hazardous, inflammable and/or toxic materials such as solvent coating, thinners, anti-termite solutions, water proofing materials shall be stored in appropriate containers preferably with lids having spillage catchment trays and shall be stored in a good ventilated area. These containers shall be labelled with the name of the materials highlighting the hazards associated with its use and necessary precautions to be taken. Respective MSDS (Material Safety Data Sheet) shall be made available at site & may be referred whenever problem arises.
- Where contact or exposure of hazardous materials are likely to exceed the specified limit or otherwise have harmful effects, appropriate personal protective equipment's such as gloves, goggles/face-shields, aprons, chemical resistant clothing, respirator, etc. shall be used.
- The work place shall be checked prior to start of activities to identify the location, type and condition of any asbestos materials which could be disturbed during the work. In case asbestos material is detected, usage of appropriate PPEs by all personnel shall be ensured and the matter shall be reported immediately to BHEL

15.9 Radiation exposure

- All personnel exposed to physical agents such as ionizing & non-ionizing radiation, including ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.
- For Open Field Radiography works, requirements of Bhabha Atomic Research Centre (BARC)/ Atomic Energy Regulatory Board (AERB) shall be followed. There shall be requisite approval of the agency by BARC and the same shall be furnished to BHEL prior to requesting for work permit.
- BHEL shall implement an effective system of control (as described in the AERB regulations) at site for handling radiography-sources & for avoiding its misuse & theft.
- BHEL shall generate the Format No: HSE-8 "Permit for radiation work" before start of work.
- Radiography shall be carried out in night time only. In exceptional case, the radiography work has to be carried out at day time, suitable methodology to be used so that other works, people are not affected.

15.10 Road Safety

- BHEL shall ensure adequately planned road transport safety management system.

- The vehicles shall be fitted with reverse warning alarms & flashing lights / fog-lights and usage of seat belts shall be ensured.
- BHEL shall also ensure a separate pedestrian route for safety of the workers and comply with all traffic rules & regulations, including maintaining speed limit of 20 KMPH or indicated by owner for all types of vehicles / mobile machinery. The maximum allowable speed shall be adhered to.
- In case of an alert or emergency, BHEL must arrange clearance of all the routes, roads, access. BHEL shall deploy sufficient number of traffic controllers at project site routes / roads/ accesses, to alert reversing movement of vehicles & machinery as well as pedestrians.
- Dumpers, Tippers, etc. shall not be allowed to carry workers within the plant area and also to & from the labour colony to & from project sites.
- **Hydras of model-F-15 or TRX or equivalent design** shall only be allowed for handling the materials at fabrication/ storage yards and in no case shall be allowed to transport the materials over project / plant roads.It shall be used only for loading and unloading of materials and marching shall be restricted to 10metre only. There shall be one FLAGMAN with Red and Green flags, attached to each crane. Back-hoe shall not be used for shifting/lifting of materials other than what it is meant for.
- BHEL shall not deploy any such mobile machinery / equipment, which do not have competent operator and / or experienced banks-man/ signal-man. Such machinery/ equipment shall have effective limit-switches, reverse-alarm, front & rear-end lights etc. and shall be maintained in good working order.
- BHEL shall not carry-out maintenance of vehicles / mobile machinery occupying space on project / plant roads and shall always arrange close supervision for such works.
- For pipeline jobs, BHEL shall submit a comprehensive plan covering transportation, loading / unloading of pipes, movement of side booms, movement of vehicles on the ROW, etc.
- BHEL shall arrange/ install visible road signs, diversion boards, caution boards, etc. on project roads for safe movement of men and machinery.

15.11 **Confined Space Entry**

A hazard assessment must be completed prior to any entry into a confined space. The hazard assessment must identify the sequence of work to be performed in the confined space, the specific hazards known or anticipated, and the control measures to be implemented to eliminate or reduce each of the hazards to an acceptable level. No entry must be permitted until the hazard assessment has been reviewed and discussed by all persons engaged in the activity. Personnel who enter confined spaces must be trained per role e.g. entrant (worker), confined space supervisor & attendant, and must be informed of known or potential hazards associated with the confined spaces to be entered. Number of persons entering shall be kept at minimum. All confined spaces must be inventoried at site and kept on file. Confined spaces must be posted at the entrance with similar type wording “DANAGER - Do Not Enter – Confined Space - Permit Required”.

BHEL shall generate a work permit (Format No. HSE -7) before entering a confined space. People, who are permitted to enter into confined space, must be medically examined & certified by registered doctor, confirming their 'medical fitness for working in confined space'. All necessary precautions mentioned therein shall be adhered to. An attendant shall be positioned outside a confined space for extending help during an emergency. Effective communication shall be maintained between personnel in confined space and outside by combination of visual/voice or portable radio. Compressed gas cylinders shall not be taken into confine space. Entry Register for confined space to be maintained with the name and time of entry/exit. All appropriate PPEs and air quality parameters shall be checked before entering a confined space. It shall be ensured that the piping of the equipment which has to be opened is pressure- free by checking that blinds are in place, vents are open and volume is drained. Inside confined space works, only electrical facilities/ installations of 24V shall be permitted. Contactor shall ensure usage of safe & suitable arrangement of oxygen supply for individual workmen (during the course of work in confined space), if oxygen concentration is found to be less than 19.5% (v/v) there.

The confined space shall be cleared off all cables, machines, cylinders, materials at the end of the day's work as far as possible.

Once the confined space work has been completed, the entry permit must be cancelled. A copy of the cancelled permit must be given to the HSE Manager.

15.12 Heavy Lifts

- BHEL shall submit detailed rigging studies plan for BHEL & EIL/ Owner approval prior to lifting equipment which cannot be erected with a crane of approx. 100 MT capacity due to constraints of its dimensions, location of foundation height, approach & weight.
- BHEL shall generate the format no:HSE-15 "Permit for heavy lift/critical erection"
- The Safe Working Load (SWL) and manufacturer's serial numbers shall be clearly marked on the slings and the lifting gears, either by tagging, stamping, engraving or embossing.
- Prior to actual lifting activities, BHEL shall check the validity of the crane inspection certificate issued by statutory/ competent authority. This requirement shall also apply to all rigging equipment's utilized for the job.
- BHEL shall, at all times, be responsible for all rigging activities.

- BHEL shall ensure medical fitness of all workmen who are engaged / involved in erection of equipment's, vessels etc. and such fitness checks shall be carried-out every six months interval with the help of a registered medical practitioner & record shall be maintained
- Adequate safety measures such as positive barricading, usage of appropriate PPEs, permit to work, etc. shall be taken during all heavy or critical lifts.
- For lifting any material (irrespective of shape, size or volume), at any height, it is always advisable to prepare a Plan of Erection (PoE) taking into consideration hazards & risks associated therein – this can enable people to put their own experiences of various natures & side-by-side establish a practical method for risk-free erection / lifts. BHEL shall prepare PoE & shall document the same, when risks are identified as "medium" or "high" and the same shall be approved by its competent / qualified engineer.

15.13 Civil works:

BHEL shall obtain permission from competent authorities prior to excavation wherever required.

BHEL shall locate the position of buried utilities (water line, cable route, etc.) by referring to project / plant drawing / in consultation with EIL/Owner. BHEL shall start digging manually to locate the exact position of buried utilities & thereafter use mechanical means.

BHEL shall keep soil heaps at least 1.5 M away from edge or a distance equal to depth of pit (whichever is more).

All excavated pits greater than 10 Sq.M plan area and depth more than 1.5M shall have at least two access routes for ingress and egress. Also, additional access routes shall be provided such that distance between any two access routes shall not be more than 20M.

BHEL shall maintain sufficient "angle of repose" during excavation – shall also provide slope or suitable bench as decided by EIL / Owner.

BHEL shall arrange "battering" or "benching" wherever required for preventing collapse of edge of excavations.

BHEL shall identify & arrange de-watering pump or well-point system to prevent earth collapse due to heavy rain / influx of underground water.

BHEL shall arrange protective fencing/ barricading with warning signal around excavated pits, trenches, etc. along with minimum 2 (two) entries, exits/ escape ladders.

BHEL must avoid "underpinning" / under-cutting to prevent collapse of chunk of earth during excavation

BHEL shall use "stoppers" to prevent over-run of vehicle wheels at the edge of excavated pits/ trenches.

BHEL shall arrange strengthening of "shoring" & "strutting" proactively to avoid collapse of earth/ edges due to vehicular movement in close proximity of excavated areas/ pits/ trenches, etc.

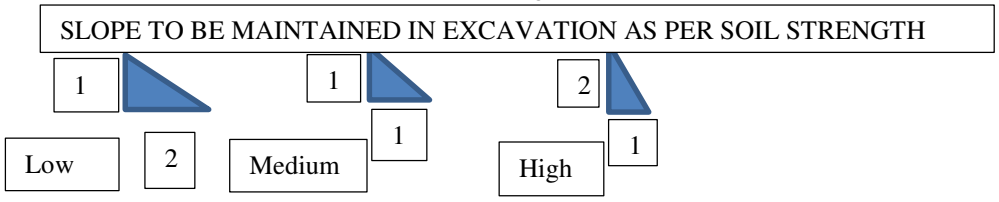
15.13.1 EXCAVATION

Excavation is the essential element of the construction process for making foundations, drainage work and site re-grading of all kinds.

In carrying out excavations the soil condition can vary widely, often in short distances. No soil whatever its nature can be relied upon to support its own weight for any length of time. Even a small fall of earth is capable of inflicting serious injury even if it does not kill. Unless and until the excavation is battered, the sides need supporting to prevent the possibility of collapse.

The following safety measures are to be ensured before and during excavation.

• Check for underground utilities like electrical / telephone cables, sewage, water lines and proper care has to be exercised to protect and prevent damage to it
• Proper and adequate slope is maintained while excavating
• Adequate shoring or sheeting is done wherever require to prevent soil sliding
• Safe access through ladder or steps for exit & entry to excavation
• No material /excavated soil is kept within one meter from the edge
• Safe way is planned and provided for movement of HEM /transport equipment near excavation
• Safety helmet and shoes/gum boots are provided and worn by the workmen at excavation works
• Hard Barricade using pipes or structural is provided around excavated pits
• Danger signs /Caution boards are displayed at work spot
• Dewatering arrangement is made where water seepage is prevailed.
• Stop blocks are provided to avoid vehicles reversing into the excavated trenches



15.13..2 Piling

It is the first and foremost activity of construction where load bearing capacity of soil is inadequate for foundation. The working condition of piling rig and other associated tackles is a significant contributing factor for prevention of equipment failure during operation.

Ensure the following precautionary measures before starting piling works

• Inspection of piling equipment by responsible person for its condition before initiating piling operation.
• Testing and its certification wire ropes, slings, D-shackles, chain pulley blocks using in the process of piling work by competent person
• Adequate support and secured foundation of the piling equipment to avoid toppling
• Hoses should be lashed and adequately secured
• Proper work platform is to be provided on piling frame
• Safe work procedures and close supervision to prevent unsafe acts of operators/any unsafe conditions that may arise
• Only experienced and trained operators are engaged for the piling operation
• Provision of Personal Protective Equipment (PPE) like safety shoes/gumshoes/safety helmet/safety belt etc. and its use by their workmen.
• Special care and precautions If work is near electrical live cables/ electrical equipment
•Cordoning of work area to prevent un authorized entry

• Guarding of revolving parts
• Specific measures to prevent over turning of pile driver/missing of hammer/ hammer movement out of range

16.0 Fire prevention, protection & preparedness -

The Fire Prevention, Protection and Preparedness Program is an integral part of the overall HSE Program. Effort and consideration must be given to safety, life and potential for delays in construction schedules and plant startup, as well as protection of property on a given project.

The purpose of which is to prevent -

- Inception of fire
- Loss of life or personal injury

- Loss of Property
- Interruption of operations

Site-in-charge / Safety Officer will make periodical review of the site Fire Protection, Prevention Preparedness Programme, Site conditions and available fire protection equipment. It is very imperative that the Sub-BHELs along with BHEL to establish good contact with Local fire station for availability of Fire tender in case of emergencies, in additionan to their own fire equipment.

Fire Protection, Prevention and Preparedness Inspections - BHEL will be required to make frequent fire prevention inspections of his work site and operating facilities. Deficiencies will be corrected at once.

Area where Hot work activities are carried out (Gas cutting / Welding/ any other spark producing work) above a working spot, a GI / fire-resistant non-asbestos sheet or suitable material shall be placed to prevent the fall of hot sparks. A bucket of water shall be kept nearby while doing hot work

- Hot work shall be preferably carried out in a designated area with a standing Hot Work Permit, to be renewed monthly. The designated area shall have fire extinguishers.
- Any hot work outside designated area shall require a Hot Work permit and fire watch.

No flammable material shall be stored within 35 feet from any fire load.

- Necessary fire extinguishers shall be kept at accessible area as per the chart below:

Fire Extinguisher Chart

Extinguisher		Type of Fire				
Colour	Type	Solids (wood, paper, cloth, etc)	Flammable Liquids	Flammable Gasses	Electrical Equipment	Cooking Oils & Fats
	Water	✓ Yes	✗ No	✗ No	✗ No	✗ No
	Foam	✓ Yes	✓ Yes	✗ No	✗ No	✓ Yes
	Dry Powder	✓ Yes	✓ Yes	✓ Yes	✓ Yes	✗ No
	Carbon Dioxide (CO2)	✗ No	✓ Yes	✗ No	✓ Yes	✓ Yes

In addition, ABC type extinguisher also can be used for any of above types of fire

- Emergency telephone number to be displayed at all conspicuous places.

General flammable material storage requirements:

- All flammable material shall be stored in deigned areas and/or in flammable storage cabinets, as necessary.
- Fire extinguishers shall be located nearby and have unobstructed access.

17.0 Environment Protection

- BHEL shall ensure proper storage and utilization methodology of materials that are detrimental to the environment. Where required, BHEL shall ensure that only the environment friendly materials are selected and emphasize on recycling of waste materials, such as metals, plastics, glass, paper, oil & solvents. The waste that cannot be minimized, reused or recovered shall be stored in the area earmarked for such purpose. Disposal shall be as per instruction by BHEL.. In no way, toxic spills shall be allowed to percolate into the ground. BHEL shall not use the empty areas for dumping the wastes outside identified scrap yard. All hazardous material shall be kept in a covered and well ventilated space with cemented flooring so as to prevent leaching into soil. Wherever such liquid material is stored, a secondary containment shall be provided so that any spill is contained. There shall be sand buckets, cotton waste, cotton cloths in such storage area so that in case of any spillage, the same shall be promptly cleaned up and the used sand/ cloths soaked with the spill shall be treated as hazardous as well and stored/ disposed off accordingly.
- BHEL shall strive to conserve energy and water wherever feasible.
- BHEL shall ensure dust free environment at workplace by sprinkling water on the ground in its work area and also in common area, if so instructed by BHEL at frequent intervals. The air quality parameters for dust, poisonous gases, toxic releases, harmful radiations, etc. shall be checked by BHEL on daily basis and whenever need arises.
- BHEL shall not be allowed to discharge chemicals, oil, silt, sewage, sullage and other waste materials directly into the controlled waters like surface drains, streams, rivers, ponds. A discharge plan suggesting the methods of treating the waste before discharging shall be submitted to BHEL for approval.

17.1 Noise Mitigation

High noise is harmful to the human health and it can cause impairment if exposed for long duration at regular intervals, and also cause disruption in nearby communities.

- Noise monitoring shall be carried out in all construction locations periodically.
- Use of silent DG is allowed at site during construction.
- Low noise generation equipment's to be preferred
- Acoustic enclosure to be used in case noise level is high for particular equipment or system.
- Work areas where noise levels exceed the 85db shall be posted as hearing protection required.
- Use of PPEs / ear plug/ear muff for personnel entering into high noise area.
- Activities generation High noise will be planned in day shift.

Noise Level Chart

Parameter	Night Noise level dB	Daytime Noise Level dB
At 1-meter from each piece of equipment	85	85

At Property boundary	70	70

18.0 Key Performance Indicators

BHEL shall measure an activity in both leading & trailing indicators for statistical and performance measurement. The activities pertaining to key performance indicators are covered in Monthly HSE Report (Format No. HSE-5). BHEL shall try to achieve a statistically fair record and strive for its continual improvement.

Leading Indicators viz :-

- Number of Safety Inductions carried-out at site (for workmen & staff members)
- Number of HSE inspections carried out
- Number of "Safety Walk Through" carried-out by site-head.
- Number of HSE shortfalls / lapses identified per BHEL& closed-out in time.
- Number of Safety Meetings conducted (in-house / with BHELs)
- Number of HSE Audits made (internal & external) vis-à-vis non conformances raised
- Number of HSE Awareness / Motivational program conducted by BHELs
- Number of HSE Trainings conducted at site for supervisors & workmen
- Study of Near miss case reported
- Encouragements / Awards / Recognitions to workmen, job supervisors & field engineers.
- Suggestions for improvement

Trailing Indicators viz :-

- Calculation of HSE statistics viz frequency rate, severity rate, LTA free manhours, etc.
- Analysis of incidents / accidents (nature, severity, types etc.)
- Study of Incident / Accident with respect to :-
  - ∟ Variety
- ∟ Period of the year / project span
- ∟ Timings of the incident / accident
- ∟ Age profile of victims
- ∟ Body parts involved
- ∟ Penalty levied for causing incident / accident

19.0 Tool Box Talks (TBT)

BHEL shall conduct daily TBT with workers prior to start of work and shall maintain proper record of the meeting. A suggested format is given below. The TBT is to be conducted by the immediate supervisor of the workers

BHEL shall conduct TBT before start of every morning or evening shift or night shift activities, for alerting the workers on specific hazards and their appropriate dos & don'ts. BHEL shall provide sufficient rests to the site workmen and their foremen to avert fatigue & thereby endangering their lives during the course of site works.

TOOLBOX TALK RECORDING SHEET		
Date & Time		
Work Location		
Subject (Nature of work)		
Presenter		
Hazards involved		
Precautions to be taken		
Worker's Name	Signature	Section
Remarks, in any		

The topics during TBT shall include

- Hazards related to work assigned on that day and precautions to be taken.
- Any forthcoming HSE hazards/events/instruction/orders, etc.

The above record can be kept in local language, which workers can read. These records shall be made available to EIL/ Owner whenever demanded.

20.0 HSE Promotion

BHEL shall encourage his workforce to promote HSE efforts at workplace by way of organizing workshops/ seminars/ training programmes, celebrating HSE awareness weeks, monthly Safety day &National Safety Day, conducting quizzes & essay competitions, distributing pamphlets, posters & material on HSE, providing incentives for maintaining good HSE practices and granting incentives / bonus for completing the job without any lost time accident. While BHELs are welcome to carryout HSE promotion independently, they shall have to participate in joint programmes as well. In this case, expenses shall be proportionately borne by BHELs.

21.0 Lock Out and Tag Out (LOTO) for Isolation of Energy Source

- BHEL shall follow the LOTO/ Isolation procedure of owner for all energy source isolations installed/under purview by/of owner i.e. "Brown field"
- For all the other energy source (not under purview of client/owner) i.e. "Green field" BHEL shall develop a system to ensure the isolation of equipments, pipelines, Vessel, electrical panels from the energy source covering following as minimum:-

- Identification of all energy source viz electrical, mechanical, hydraulic, pneumatic, chemical, thermal, gravitational, radiation and other forms of stored or kinetic energy.
- Establishing the energy isolation devices viz: manually operated electrical circuit breakers, disconnection switches, blind flanges, etc.
- Installation of Lock Out devices for preventing the inadvertent release of stored energy and Tag Out devices ("Danger", "Do Not operate" or Do not Remove" tags) to indicate that testing, maintenance or servicing is underway and the device cannot be operated until the tag out device is removed.
- Lock Out and Tag out log book
- Permit for isolation and de-isolation of energy source as per format NO: HSE-16
- Availability of competent persons like experienced operators at substations, pump house, units, etc, supervisors etc.

- BHEL shall ensure that all the sources are locked out and tagged properly before giving clearance to start the job.
- After the completion of job, BHEL shall ensure all tools and tackles are removed and nobody is present in the working area and signing on LOTO log book.
- Only on confirmation of above BHEL will remove their lock and tag from the isolation points and give instructions for energizing the same. Only the person carrying out the task shall himself carry the key for the lock in /Lock out.

22 RECORDS

At the minimum, BHEL/ contractor shall maintain/ submit HSE records in the following reporting formats:

- Safety Walk Through Report HSE-1
- Accident/ Incident Report HSE-2
- Supplementary Accident/ Incident Investigation report HSE-3
- Near Miss Incident Report HSE-4
- Monthly HSE Report HSE-5
- Permit for working at height HSE-5
- Permit for working in confined space HSE-7
- Permit for radiation work HSE-8
- Permit for demolishing/ dismantling HSE-9
- Safety checklist HSE-10
- Housekeeping Assessment & compliance HSE-11
- Inspection of temporary electrical booth/installation HSE-12
- Inspection for scaffolding HSE-13
- for erection/modification &dismantling of scaffolding HSE-14
- Permit for heavy lift/critical erection. HSE-15
- Permit for Energy isolation and de-isolation. HSE-16
- Permit for Excavation HSE-17
- Inspection reports of Equipment/tools/tackles *
- Report of Toolbox talks As indicated in specification
- PPE issue report/register *
- Site inspection reports *
- Training records *

(*) The formats shall be developed in consultation with EIL/Owner.

APPENDIX

THESE ARE PROVIDED BY CUSTOMER.

IN ADDITION, SOME MORE FORMATS/DOCUMENTS WILL BE AVAILBLE AT BHEL-SITE HSE TEAM FOR USE.

APPENDIX-A
(Sheet 1 of 2)

A. IS CODES ON HSE

SP: 53 Safety code for the use, Care and protection of hand operated tools.
IS: 838 Code of practice for safety & health requirements in electric and gas welding and cutting operations
IS: 1179 Eye & Face precautions during welding, equipment etc.
IS: 1860 Safety requirements for use, care and protection of abrasive grinding wheels.
IS: 1989 (Pt -II) Leather safety boots and shoes
IS: 2925 Industrial Safety Helmets
IS: 3016 Code of practice for fire safety precautions in welding & cutting operation.
IS: 3043 Code of practice for earthing
IS: 3764 Code of safety for excavation work
IS: 3786 Methods for computation of frequency and severity rates for industrial injuries and classification of industrial accidents
IS: 3696 Safety Code of scaffolds and ladders
IS: 4083 Recommendations on stacking and storage of construction materials and components at site
IS: 4770 Rubber gloves for electrical purposes
IS: 5121 Safety code for piling and other deep foundations
IS: 5216 (Pt-I) Recommendations on Safety procedures and practices in electrical works
IS: 5557 Industrial and Safety rubber lined boots
IS: 5983 Eye protectors
IS: 6519 Selection, care and repair of Safety footwear
IS: 6994 (Pt-I) Industrial Safety Gloves (Leather & Cotton Gloves)
IS: 7293 Safety Code for working with construction Machinery
IS: 8519 Guide for selection of industrial safety equipment for body protection
IS: 9167 Ear protectors
IS: 11006 Flash back arrestor (Flame arrestor)
IS: 11016 General and safety requirements for machine tools and their operation
IS: 11057 Specification for Industrial safety nets
IS: 11226 Leather safety footwear having direct moulded rubber sole
IS: 11972 Code of practice for safety precaution to be taken when entering a sewerage system
IS: 13367 Code of practice-safe use of cranes
IS: 13416 Recommendations for preventive measures against hazards at working place

APPENDIX-A
(Sheet 2 of 2)

B. INTERNATIONAL STANDARDS ON HSE

Safety Glasses : ANSI Z 87.1, ANSI ZZ 87.1, AS 1337, BS 2092,
BS 1542, BS 679, DIN 4646/ 58311
Safety Shoes : ANSI Z 41.1, AS 2210, EN 345
Hand Gloves : BS 1651
Ear Muffs : BS 6344, ANSI S 31.9
Hard Hat : ANSI Z 89.1/89.2, AS 1808, BS 5240, DIN 4840
Goggles : ANSI Z 87.1
Face Shield : ANSI Z 89.1
Breathing Apparatus : BS 4667, NIOSH
Welding & Cutting : ANSI Z49.1
Safe handling of compressed:P-1 (Compressed Gas Association Gases in cylinders 1235
Jefferson Davis Highway,
Arlington VA 22202 - USA)
Full body harness : EN-361
Lanyard : EN-354
Karabiner : EN-362 and EN-12275

APPENDIX-B

DETAILS OF FIRST AID BOX

SL. NO.	DESCRIPTION	QUANTITY
1.	Small size Roller Bandages, 1 Inch Wide (Finger Dressing small)	6 Pcs.
2.	Medium size Roller Bandages, 2 Inches Wide (Hand & Foot Dressing)	6 Pcs.
3.	Large size Roller Bandages, 4 Inches Wide (Body Dressing Large)	6 Pcs.
4.	Large size Burn Dressing (Burn Dressing Large)	4 Pkts.
5.	Cotton Wool (20 gms packing)	4 Pkts.
6.	Antiseptic Solution Dettol (100 ml.) or Savlon	1 Bottle
7.	Mercurochrome Solution (100 ml.) 2% in water	1 Bottle
8.	Ammonia Solution (20 ml.)	1 Bottle
9.	A Pair of Scissors	1 Piece
10.	Adhesive Plaster (1.25 cm X 5 m)	1 Spool
11.	Eye pads in Separate Sealed Pkt.	4 pcs.
12.	Tourniqut	1 No.
13.	Safety Pins	1 Dozen
14.	Tinc. Iodine/ Betadin (100 ml.)	1 Bottle
15.	Polythene Wash cup for washing eyes	1 No.
16.	Potassium Permanganate (20 gms.)	1 Pkt.
17.	Tinc. Benzoine (100 ml.)	1 Bottle
18.	Triangular Bandages	2 Nos.
19.	Band Aid Dressing	5 Pcs.
20.	Iodex/Moov (25 gms.)	1 Bottle
21.	Tongue Depressor	1 No.
22.	Boric Acid Powder (20 gms.)	2 Pkt.
23.	Sodium Bicarbonate (20 gms.)	1 Pkt.
24.	Dressing Powder (Nebasulf) (10 gms.)	1 Bottle
25.	Medicinal Glass	1 No.
26.	Duster	1 No.
27.	Booklet (English& Local Language)	1 No. each
28.	Soap	1 No.
29.	Toothache Solution	1 No.
30.	Vicks (22 gms.)	1 Bottle
31.	Forceps	1 No.
32.	Note Book	1 No.
33.	Splints	4 Nos.
34.	Lock	1 Piece
35.	Life Saving/Emergency/Over-the counter Drugs	As decided at site

Box size: 14" x 12" x 4"

Note : The medicines prescribed above are only indicative. Equivalent medicines can also be used.
A prescription, in this regard, shall be required from a qualified Physician.

APPENDIX-C

TYPE OF FIRES VIS-À-VIS FIRE EXTINGUISHERS

Fire Extinguisher → / Fire ↓	Water	Foam	CO_2	Dry Powder	Multi-purpose (ABC)
Originated from paper, clothes, wood	✔	✔	can control minor surface fires	can control minor surface fires	✔
Inflammable liquids like alcohol, diesel, petrol, edible oils, bitumen	✘	✔	✔	✔	✔
Originated from gases like LPG, CNG, H_2	✘	✘	✔	✔	✔
Electrical fires	✘	✘	✔	✔	✔

LEGEND : ✔ : CAN BE USED

✘ : NOT TO BE USED

Note: Fire extinguishing equipment must be checked atleast once a year and after every use by an authorized person. The equipment must have an inspection label on which the next inspection date is given. Type of extinguisher shall clearly be marked on it.

APPENDIX-D

List of Statutory Acts & Rules Relating to HSE

- The Indian Explosives Act and Rules
- The Motor Vehicle Act and Central Motor Vehicle Rules
- The Factories Act and concerned Factory Rules
- The Petroleum Act and Petroleum Rules
- The Workmen Compensation Act
- The Gas Cylinder Rules and the Static & Mobile Pressure Vessels Rules
- The Indian Electricity Act and Rules
- The Indian Boiler Act and Regulations
- The Water (Prevention & Control & Pollution) Act
- The Water (Prevention & Control of Pollution) Cess Act
- The Mines & Minerals (Regulation & Development) Act
- The Air (Prevention & Control of Pollution) Act
- The Atomic Energy Act
- The Radiation Protection Rules
- The Indian Fisheries Act
- The Indian Forest Act
- The Wild Life (Protection) Act
- The Environment (Protection) Act and Rules
- The Hazardous Wastes (Management & Handling) Rules
- The Manufacturing, Storage & import of Hazardous Chemicals Rules
- The Public Liability Act
- The Building and Other Construction Workers (Regulation of Employment and Condition of service) Act
- Other Statutory Acts like EPF, ESIS, Minimum Wage Act.

APPENDIX-E (Sheet 1 of 12)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
(A) EXCAVATION Pit Excavation upto 3.0m	Falling into pit	Personal injury	Provide guard rails/ barricade with warning signal. Provide at least two entries/ exits. Provide escape ladders.
	Earth Collapse	Suffocation/ Breathlessness Buried	Provide suitable size of shoring and strutting, if required. Keep soil heaps away from the edge equivalent to 1.5m or depth of pit whichever is more. Don't allow vehicles to operate too close to excavated areas. Maintain atleast 2m distance from edge of cut. Maintain sufficient angle of repose. Provide slope not less than 1:1 and suitable bench of 0.5m width at every 1.5m depth of excavation in all soils except hard rock. Battering/benching the sides.
	Contact with buried electric cables Gas/ Oil Pipelines	Electrocution Explosion	Obtain permission from competent authorities, prior to excavation, if required. Locate the position of buried utilities by referring to plant drawings. Start digging manually to locate the exact position of buried utilities and thereafter use mechanical means.
Pit Excavation beyond 3.0m	Same as above Plus Flooding due to excessive rain/ underground water	Can cause drowning situation	Prevent ingress of water. Provide ring buoys. Identify and provide suitable size dewatering pump or well point system.
	Digging in the vicinity of existing Building/ Structure	Building/Structure may collapse Loss of health & wealth	Obtain prior approval of excavation method from local authorities. Use under-pining method. Construct retaining wall side by side.
	Movement of vehicles/ equipment's close to the edge of cut.	May cause cave-in or slides. Persons may get buried.	Barricade the excavated area with proper lighting arrangements. Maintain at least 2m distance from edge of cut and use stop blocks to prevent over-run. Strengthen shoring and strutting.

APPENDIX-E: (Sheet 2 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (…Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
Narrow deep excavations for pipelines, etc.	Same as above Plus Frequent cave-in or slides	May cause severe injuries or prove fatal	Battering/ benching of sides. Provide escape ladders.
	Flooding due to Hydro- static testing	May arise drowning situation	Same as above plus Bail out accumulated water. Maintain adequate ventilation.
Rock by excavation blasting	Improper handling of explosives	May prove fatal	Ensure proper storage, handling & carrying of explosives by trained personnel. Comply with the applicable explosive acts & rules.
	Uncontrolled explosion	May cause severe injuries or prove fatal	Allow only authorized persons to perform blasting operations. Smoking and open flames are to be strictly prohibited.
	Scattering of stone pieces in atmosphere	Can hurt people	Use PPE like goggles, face mask, helmets etc.
Rock excavation by blasting (Contd.)	Entrapping of persons/ animals.	May cause severe injuries or prove fatal	Barricade the area with red flags and blow siren before blasting.
	Misfire	May explode suddenly	Do not return to site for atleast 20 minutes or unless announced safe by designated person.
Piling Work	Failure of piledriving equipment	Can hurt people	Inspect Piling rigs and pulley blocks before the beginning of each shift.
	Noise pollution	Can cause deafness and psychological imbalance.	Use personal protective equipments like ear plugs, muffs, etc.
	Extruding rods/casing	Can hurt people	Barricade the area and install sign boards. Provide first-aid.
	Working in the vicinity of 'Live-Electricity'	Can cause electrocution/ Asphyxiation	Keep sufficient distance from Live-Electricity as per IS code. Shut off the supply, if possible. Provide artificial/rescue breathing to the injured.
(B) CONCRETING	Air pollution by cement	May affect Respiratory system	Wear respirators or cover mouth and nose with wet cloth.
	Handling of ingredients	Hands may get injured	Use gloves & other PPE.
	Protruding reinforcement rods.	Feet may get injured	Provide platform above reinforcement for movement of workers or provide end caps for protection on reinforcement bars.

APPENDIX-E : (Sheet 3 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (…Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Earthing of electrical mixers, vibrators, etc. not done.	Can cause electrocution/ asphyxiation	Ensure earthing of equipments and proper functioning of electrical circuit before commencement of work.
	Falling of materials from height	Persons may get injured	Use hard hats. Remove surplus material immediately from work place. Ensure lighting arrangements during night hours.
	Continuous pouring by same gang	Cause tiredness of workers and may lead to accident.	Insist on shift pattern. Provide adequate rest to workers between subsequent pours.
	Revolving of concrete mixer/ vibrators	Parts of body or clothes may get entrapped.	Allow only mixers with hopper. Provide safety cages around moving motors. Ensure proper mechanical locking of vibrator.
Super-structure	Same as above plus Deflection in props or shuttering material	Shuttering/props may collapse and prove fatal	Avoid excessive stacking on shuttering material. Check the design and strength of shuttering material before commencement of work. Rectify immediately the deflection noted during concreting.
	Passage to work place	Improperly tied and designed props/planks may collapse	Ensure the stability and strength of passage before commencement of work. Do not overload and stand under the passage.
(C) REINFORCE MENT	Curtailment and binding of rods	Persons may get injured	Use PPE like gloves, shoes, helmets, etc. Avoid usage of shift tools.
	Carrying of rods for short distances/at heights	Workers may get injured their hands and shoulders.	Provide suitable pads on shoulders and use safety gloves. Tie up rods in easily liftable bundles. Ensure proper staging.
	Checking of clear distance/ cover with hands	Rods may cut or injure the fingers	Use measuring devices like tape, measuring rods, etc.
	Hitting projected rods and standing on cantilever rods.	Persons may get injured and fell down	Use safety shoes and avoid standing unnecessarily on cantilever rods. Avoid wearing of loose clothes.

APPENDIX-E: (Sheet 4 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (…Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Falling of material from height	May prove fatal	Use helmets. Provide safety nets.
	Transportation of rods by trucks/ trailers	Protruded rods may hit the persons	Use red flags/lights at the ends. Do not protrude the rods in front of or by the side of driver's cabin. Do not extend the rods 1/3rd of deck length or 1.5m whichever is less.
(D) WELDING AND GAS CUTTING	Welding radiates invisible ultraviolet and infra-red rays	Radiation can damage eyes and skin.	Use specified shielding devices and other PPE of correct specifications. Avoid thoriated tungsten electrodes for GTAW.
	Improper placement of oxygen and acetylene cylinders	Explosion may occur	Move out any leaking cylinder. Keep cylinders in vertical position. Use trolley for transportation of cylinders and chain them. Use flashback arrestors
	Leakage/ cuts in hoses	May cause fire	Purge regulators immediately and then turn off. Never use grease or oil on oxygen line connections and copper fittings on acetylene lines. Inspect regularly gas carrying hoses. Always use red hose for acetylene & other fuel gases and black for oxygen.
	Opening-up of cylinder	Cylinder may burst	Always stand back from the regulator while opening the cylinder. Turn valve slowly to avoid bursting. Cover the lug terminals to prevent short circuiting.
	Welding of tanks, container or pipes storing flammable liquids	Explosion may occur	Empty & purge them before welding. Never attach the ground cable to tanks, container or pipe storing flammable liquids. Never use LPG for gas cutting.

APPENDIX-E: (Sheet 5 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (…Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
(E) RADIOGRAPHY	Ionizing radiation	Radiations may react with the skin and can cause cancer, skin irritation, dermatitis, etc.	Ensure Safety regulations as per BARC/AERB before commencement of job. Cordon off the area and install Radiation warning symbols. Restrict the entry of unauthorized persons. Wear appropriate PPE and film badges issued by BARC/AERB.
	Transportation and Storage of Radiography source	Same as above	Never touch or handle radiography source with hands. Store radiography source inside a pit in an exclusive isolated storage room with lock and key arrangement. The pit should be approved by BARC/AERB. Radiography source should never be carried either in passenger bus or in a passenger compartment of trains. BARC/AERB has to be informed before source movement. Permission from Director General of Civil Aviation is required for booking radio isotopes with airlines.
	Loss of Radio Isotope	Same as above	Try to locate with the help of Survey Meter. Inform BARC/AERB (*)
(F) ELECTRICAL INSTALLATION AND USAGE	Short circuiting	Can cause Electrocution or Fire	Use rubberized hand gloves and other PPE. Don't lay wires under carpets, mats or door ways. Allow only licensed electricians to perform on electrical facilities. Use one socket for one appliance. Ensure usage of only fully insulated wires or cables. Don't place bare wire ends in a socket. Ensure earthing of machineries and equipments Do not use damaged cords and avoid temporary connections. Use spark-proof/ flame proof type field distribution boxes.

(*) Atomic Energy Regulatory Board (AERB),
Bhabha Atomic Research Centre (BARC)
Anushaktinagar, Mumbai – 400 094

APPENDIX-E: (Sheet 6 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (…Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			Do not allow open/bare connections. Provide all connections through 30mA ELCB. Protect electrical cables/equipments from water and naked flames. Check all connections before energizing.
	Overloading of Electrical System	Bursting of system can occur which leads to fire	Display voltage and current ratings prominently with 'Danger' signs. Ensure approved cable size, voltage grade and type. Switch off the electrical utilities when not in use. Do not allow unauthorized connections. Ensure proper grid wise distribution of Power.
	Improper laying of overhead and underground transmission lines/cables	Can cause electrocution and prove fatal	Do not lay unarmoured cable directly on ground, wall, roof of trees. Maintain at least 3m distance from HT cables. All temporary cables should be laid at least 750 mm below ground on 100 mm fine sand overlying by brick soling. Provide proper sleeves at crossings/ intersections. Provide cable route markers indicating the type and depth of cables at intervals not exceeding 30m and at the diversions/ termination.
(G) FIRE PREVENTION AND PROTECTION	Small fires can become big ones and may spread to the surrounding areas	Cause burn injuries and may prove fatal	In case a fire breaks out, press fire alarm system and shout "Fire, Fire". Keep buckets full of sand & water/ fire extinguishing equipment near hazardous locations Confine smoking to 'Smoking Zones' only. Train people for using specific type of fire fighting equipments under different classes of fire. Keep fire doors/ shutters, passages and exit doors unobstructed. Maintain good housekeeping and first-aid boxes (for details refer Appendix-B). Don't obstruct assess to Fire extinguishers. Do not use elevators for evacuation during fire. Maintain lightening arrestors for elevated structures. Stop all electrical motors with internal combustion.

APPENDIX-E: (Sheet 7 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (…Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			Move the vehicles from dangerous locations. Remove the load hanging from the crane booms. Remain out of the danger areas.
	Improper selection of Fire extinguisher	It may not extinguish the fire	Ensure usage of correct fire extinguisher meant for the specified fire (for details refer Appendix-C). Do not attempt to extinguish Oil and electric fires with water. Use foam cylinders/ CO2/ sand or earth.
	Improper storage of highly inflammable substances	Same as above	Maintain safe distance of flammable substances from source of ignition. Restrict the distribution of flammable materials to only min. necessary amount. Construct specifically designed fuel storage facilities. Keep chemicals in cool and dry place away from heat. Ensure adequate ventilation. Before welding operation, remove or shield the flammable material properly. Store flammable materials in stable racks, correctly labeled preferably with catchment trays. Wipe off the spills immediately.
	Short circuiting of electrical system	Same as above Can cause Electrocution	Don't lay wires under carpets, mats or door ways. Use one socket for one appliance. Use only fully insulated wires or cables. Do not allow open/bare connections. Provide all connections through 30mA ELCB. Ensure earthing of machineries and equipments
(H) VEHICULAR MOVEMENT	Crossing the Speed Limits (Rash driving)	Personal injury	Obey speed limits and traffic rules strictly. Always expect the unexpected and be a defensive driver. Use seat belts/ helmets. Blow horn at intersections and during overtaking operations. Maintain the vehicle in good condition. Do not overtake on curves, bridges and slopes.
	Adverse weather condition	Same as Above	Read the road ahead and ride to the left. Keep the wind screen and lights clean. Do not turn at speed. Recognize the hazard, understand the defense and act correctly in time.

APPENDIX-E: (Sheet 8 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (…Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Consuming alcohol before and during the driving operation	Same as above	Alcohol and driving do not mix well. Either choose alcohol or driving. If you have a choice between hitting a fixed object or an on-coming vehicle, hit the fixed object. Quit the steering at once and become a passenger. Otherwise take sufficient rest and then drive. Do not force the driver to drive fast and round the clock. Do not day dream while driving.
	Falling objects/ Mechanical failure	May prove fatal	Ensure effective braking system, adequate visibility for the drives, reverse warning alarm. Proper maintenance of the vehicle as per manufacturer instructions.
(I) PROOF TESTING (HYDROSTATIC/ PNEUMATIC TESTING)	Bursting of piping Collapse of tanks Tanks flying off	May cause injury and prove fatal	Prepare test procedure & obtain EIL/ Owner's approval. Provide separate gauge for pressurizing pump and piping/equipment. Check the calibration status of all pressure gauges, dead weight testers and temperature recorders. Take dial readings at suitable defined intervals and ensure most of them fall between 40-60% of the gauge scale range. Provide safety relief valve (set at pressure slightly higher than test pressure) while testing with air/ nitrogen. Ensure necessary precautions, stepwise increase in pressure, tightening of bolts/nuts, grouting, etc. before and during testing. Keep the vents open before opening any valve while draining out of water used for hydro-testing of tanks. Pneumatic testing involves the hazard of released energy stored in compressed gas. Specific care must therefore be taken to minimize the chance of brittle failure during a pneumatic leak test. Test temperature is important in this regard and must be considered when the designer chooses the material of construction.

APPENDIX-E: (Sheet 9 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (…Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			A pressure relief device shall be provided, having a set pressure not higher than the test pressure plus the lesser of 345 KPa (50 psi) or 10% of the test pressure. The gas used as test fluid, if not air, shall be nonflammable and nontoxic.
(J) WORKING AT HEIGHTS	Person can fall down	May sustain severe injuries or prove fatal	Provide guard rails/barricade at the work place. Use PPE like full body harness, life line, helmets, safety shoes, etc. Obtain a permit before starting the work at height above 3 meters. Fall arrest and safety nets, etc. must be installed. Provide adequate working space (min. 0.6 m). Tie/weld working platform with fixed support. Use roof top walk ladder while working on a slopping roofs. Avoid movement on beams.
		May hit the scrap/material stacked at the ground or in between	Keep the work place neat and clean. Remove the scrap immediately.
	Material can fall down	May hit the workers working at lower levels and prove fatal	Same as above plus Do not throw or drop materials or equipment from height i.e. do not *bomb* materials. All tools to be carried in a tool-kit Bag or on working uniform. Remove scrap from the planks. Ensure wearing of helmet by the workers working at lower levels.
(K) CONFINED SPACES	Suffocation/ drowning	Unconsciousness, death	Use respiratory devices, if reqd. Avoid over crowding inside a confined space. Provide Exhaust fans for ventilation Do not wear loose clothes, neck ties, etc. Fulfill conditions of the permit.

APPENDIX-E: (Sheet 10 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (…Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			Check for presence of hydrocarbons, O2 level. Obtain work permit before entering a confined space. Ensure that the connected piping of the equipment which is to be opened is pressure free, fluid has been drained, vents are open and piping is positively isolated by a blind flange.
	Presence of foul smell and toxic substances	Inhalation can pose threat to life	Same as above plus Check for hydrocarbon and Aromatic compounds before entering a confined space. Depute one person outside the confined space for continuous monitoring and for extending help in case of an emergency.
	Ignition/ flame can cause fire	Person may sustain burn injuries or explosion may occur	Keep fire extinguishers at a hand distance. Remove surplus material and scrap immediately. Do not smoke inside a confined space. Do not allow gas cylinders inside a confined space. Use low voltage (24V) lamps for lighting. Use tools with air motors or electric tools with max. voltage of 24V. Remove all equipments at the end of the day.
(L) HANDLING AND LIFTING EQUIPMENTS	Failure of load lifting and moving equipment's	Can cause accident and prove fatal	Avoid standing under the lifted load and within the operating radius of cranes. Check periodically oil, brakes, gears, horns and tyre pressure of all moving machinery. Check quality, size and condition of all chain pulley blocks, slings, U-clamps, D-shackles, wire ropes, etc. Allow crane to move only on hard, firm and leveled ground. Allow lifting slings as short as possible and check gunny packings at the friction points. Do not allow crane to tilt its boom while moving. Install Safe Load Indicator. Ensure certification by applicable authority.

APPENDIX-E: (Sheet 11 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (…Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Overloading of lifting equipments	Same as above	Safe lifting capacity of derricks and winches written on them shall be got verified The max. safe working load shall be marked on all lifting equipment's Check the weight of columns and other heavy items painted on them and accordingly decide about the crane capacity, boom and angle of erection Allow only trained operators and riggers during crane operation.
	Overhead electrical wires	Can cause electrocution and fire	Do not allow boom or other parts of crane to come within 3m reach of overhead HT cables. Hook and load being lifted shall preferably remain in full visibility of crane operators.
(M) SCAFFOLDING FORMWORK AND LADDERS	Person can fall down	Person May sustain severe injuries and prove fatal	Provide guard rails for working at height. Face ladder while climbing and use both hands. Ladders shall extend about 1m above landing for easy access and tying up purpose. Do not place ladders against movable objects and maintain base at 1/4 unit of the working length of the ladder. Suspended scaffolds shall not be less than 500 mm wide and tied properly with ropes. No loose planks shall be allowed. Use PPE, like helmets, safety shoes, etc.
	Failure of scaffolding material	Same as above	Inspect visually all scaffolding materials for stability and anchoring with permanent structures. Design scaffolding for max. load carrying capacity. Scaffolding planks shall not be less than 50x250 mm full thickness lumber or equivalent. These shall be cleated or secured and must extend over the end supports by at least 150mm and not more than 300mm. Don't overload the scaffolds. Do not splice short ladders to make a longer one. Vertical ladders shall not exceed 6m.
	Material can fall down	Persons working at lower level gets injured	Remove excess material and scrap immediately. Carry the tools in a tool-kit bag only. Provide safety nets.

APPENDIX-E: (Sheet 12 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (…Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
(N) STRUCTURAL WORKS	Personal negligence and danger of fall	Can cause injury or casualty	Do not take rest inside rooms built for welding machines or electrical distribution system. Avoid walking on beams at height. Wear helmet with chin strap and full body harness while working at height. Use hand gloves and goggles during grinding operations. Cover or mark the sharp and projected edges. Do not stand within the operating radius of cranes.
	Lifting/ slipping of material	Same as above	Do not stand under the lifted load. Stack properly all the materials. Avoid slippage during handling. Control longer pieces lifted up by cranes from both ends. Remove loose materials from height. Ensure tightening of all nuts & bolts.
(O) PIPELINE WORKS	Erection/ lowering failure	Can cause injury	Do not stand under the lifted load. Do not allow any person to come within the radii of the side boom handling pipes. Check the load carrying capacity of the lifting tools & tackles. Use Safe Load Indicators (SLI) Use appropriate PPEs.
	Other	Same as above	Wear gum boots in marshy areas. Allow only one person to perform signaling operations while lowering of pipes. Provide night caps on pipes. Provide end covers on pipes for stoppage of pigs while testing/ cleaning operations.
(P) GRIT BLASTING	Pollution in neighboring area, hit by grits and high pressure air	Can cause personal injury	Ensure the blasting is done in enclosed shed. Keep safe distance while blasting operations. Wear positive pressure blast hood or helmet with view-window, ear-muff/plug, gloves, overall or leather coat /apron, rubber shoes.

APPENDIX-F

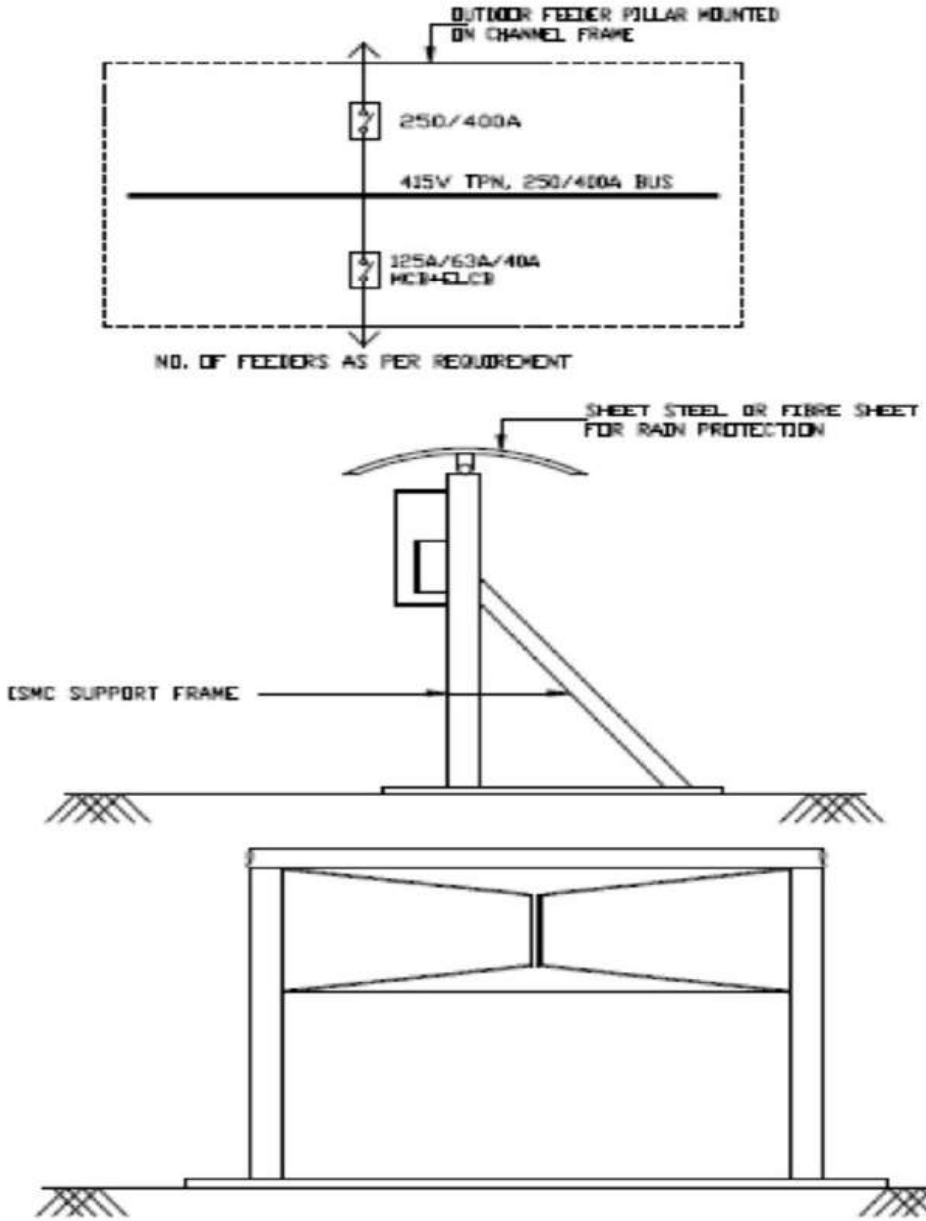
TRAINING SUBJECTS / TOPICS

(For contractors' personnel)

1. The Law & Safety – Statutory Requirement / Applicable statutes / Duties of employer / employee
2. Policy & Administration – Why HSE? / Duties & Responsibilities of Safety Personnel at project site / Effect of incentive on accident prevention
3. HSE & Supervision – Duties of Supervisor / HSE integrated supervision/ Who should be held responsible for site accidents?
4. Safety Budget / Cost of Accidents – Direct costs / Indirect costs
5. Hazard Identification / Type of hazards / HIRAC
6. Behavioural Safety & Motivation
7. Housekeeping – Storage / Stacking / Handling of materials / Hydra handling
8. Occupational Health in Construction sector
9. Personal Protective Equipments – Respiratory & Non- respiratory
10. Electricity & Safety – ELCB / Fuse / Powered tools / Project illumination
11. Handling of Compressed Gas – Transportation / Storage / FBAs / Fire prevention
12. Machine Safety – Machine guarding / Maintenance
13. Transportation – Hazards & risks in transp. of materials / ODC consignments
14. Cranes & Other Lifting machinery – Legal requirements vis-à-vis essential safety requirements.
15. Communication – HSE Induction/ TBTs/ Safety Committee/ Safety meeting/ Safety propaganda/ Publicity.
16. Excavation – Risks & Dangers / Safety measures
17. Working at Heights – Use of ladder / Work on roofs / Scaffolds / Double harness lanyards / Lifeline / Fall arrester / Safety Nets / Floor openings
18. Hazards in Welding & important safety precautions
19. Gas Cutting – Hazards & safety measures
20. Fire prevention & fire protection

APPENDIX - G

CONSTRUCTION POWER BOARD (typ.)



NOTES:-

1. CONTRACTOR TO INSTALL TEMPORARY CONST. POWER BOARD AS SHOWN IN THE DRG. ITS LOCATION SHALL BE EASILY ACCESABALE.
2. POWER DISTRIBUTION BOARD SHALL BE EARTHED AT TWO POINTS BY MINIMUM 40X5MM GI STRIP FROM THE AVILABLE GRID ORDIRECTLY CONNECTED TO TWO DIRECTLY DRIVEN EARTH ELECTRODES.
3. DISTRIBUTION BOARD SHALL BE FABRICATED BY USING 14MM CRCA SHEET STEELWITH HINGED DOORSAND ALL COMPONENT MOUNTED IN IT.
4. ALL INCOMING AND OUTGOING CABLESSHALL HAVE BOTTOM ENTRY.

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(Sheet 1 of 6)

SAFETY WALK-THROUGH REPORT

(Name & signature of walk through performer to be inserted at the bottom of each page)

Project : _____ Report no. : _____

Date : _____ Contractor : _____

Inspection by :_____ Owner : _____

Frequency : Monthly Job no. : _____

Note : Write 'NA' wherever the item is not applicable

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
1.	HOUSEKEEPING				
a)	Waste containers provided and used				
b)	Sanitary facilities adequate and Clean				
c)	Passageways and Walkways Clear				
d)	General neatness of working areas				
e)	Other				
2.	PERSONNEL PROTECTIVE EQUIPMENT				
a)	Goggles; Shields				
b)	Face protection				
c)	Hearing protection				
d)	Foot protection				
e)	Hand protection				
f)	Respiratory Masks etc.				
g)	Full body harness conforming to CE, EN 361				
h)	Hard hat (HDPE)				
i)	Other				
3.	EXCAVATIONS/ OPENINGS				
a)	Openings properly covered or barricaded				
b)	Excavations shored				
c)	Excavations barricaded				
d)	Overnight lighting provided				
e)	Other				

Safety walk-through performer (Name & Signature) .....

FORMAT NO. : HSE-1 REV 0

(Sheet 2 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
4.	WELDING & GAS CUTTING				
a)	Gas cylinders chained upright				
b)	Cables and hoses not obstructing				
c)	Screens or shields used				
d)	Flammable materials protected				
e)	Live electrode bits contained properly				
f)	Fire extinguisher (s) accessible				
g)	Other				
5.	SCAFFOLDING & BARRICADING				
a)	Fully decked platforms				
b)	Guard and intermediate rails in place				
c)	Toe boards in place				
d)	Adequate shoring				
e)	Adequate access				
f)	Positive barricading for critical activities				
g)	Installation of warning signs				
h)	Other				
6.	LADDERS				
a)	Extension side rails 1 m above				
b)	Top of landing				
c)	Properly secured				
d)	Angle + 70^0 from horizontal				
e)	Other				

Safety walk-through performer (Name & Signature) .....

FORMAT NO. : HSE-1 REV 0

(Sheet 3 of 6)

SL. NO.	ITEM	Satisfactory / Yes	Non satisfactory /No	Remarks	Action
7.	HOISTS, CRANES AND DERRICKS				
a)	Condition of cables and sheaves OK				
b)	Condition of slings, chains, hooks and eyes O.K.				
c)	Inspection and maintenance log-books maintained				
d)	Outriggers used				
e)	Reverse horn installed / active / coupled with gear				
f)	Signs/barricades provided				
g)	Signals observed and understood				
h)	Qualified operators				
i)	Other				
8.	MACHINERY, TOOLS AND EQUIPMENT				
a)	Proper instruction				
b)	Safety devices				
c)	Proper cords				
d)	Inspection and maintenance				
e)	Other				
9.	VEHICLE AND TRAFFIC				
a)	Rules and regulations observed				
b)	Inspection and maintenance				
c)	Licensed drivers				
d)	Other				

Safety walk-through performer (Name & Signature) .....

FORMAT NO. : HSE-1 REV 0

(Sheet 4 of 6)

SL. NO.	ITEM	Satisfactory / Yes	Non satisfactory /No	Remarks	Action
10.	TEMPORARY FACILITIES				
a)	Emergency instructions posted				
b)	Fire extinguishers provided				
c)	Fire-aid equipment available				
d)	Secured against storm damage				
e)	General neatness				
f)	In accordance with electrical requirements				
g)	Other				
11.	FIRE PREVENTION				
a)	Personnel trained & instructed to make use of facility				
b)	Fire extinguishers checked periodically & record maintained				
c)	No smoking in Prohibited areas.				
d)	Fire Hydrants not obstructed				
e)	Regular fire drill conducted				
12.	ELECTRICAL				
a)	Use of 3-core armored cables everywhere				
b)	Usage of 'All insulated' or 'double-insulated' electrical tools				
c)	All electrical connection are routed through ELCB				
d)	Natural Earthing at the source of power (Main DB)				
e)	Continuity and tightness of earth conductor				
f)	Effective covering of junction boxes, panels and other energized wiring places				
g)	Ground fault circuit interrupters provided				
h)	Prevention of tripping hazards maintained				
f)	DCP extinguishers arranged & licensed electrician engaged at site				

Safety walk-through performer (Name & Signature) .....

FORMAT NO. : HSE-1 REV 0

(Sheet 5 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
14.	HANDLING AND STORAGE OF MATERIALS				
a)	Safely stored or stacked				
b)	Passageways clear / free from obstructions				
c)	Fire fighting facility in place				
15.	FLAMMABLE GASES AND LIQUIDS				
a)	Containers clearly identified / protected from fire				
b)	Safe storage & transportation arrangement made				
c)	Fire extinguishers positioned nearby				
d)	Facilities kept away from electric spark, hot spatters & ignition source.				
16.	WORKING AT HEIGHT				
a)	Approved Erection plan and work permit in place				
b)	Safe access, Safe work platform & Safety nets provided				
c)	Life lines, Fall arrester, Full body harness with double lanyards used;				
d)	Health Check record available for workers going up?				
e)	Protective handrails arranged around floor openings				
17.	CONFINED SPACE				
a)	Work Permit obtained from requisite authority				
b)	Test for toxic gas and sufficient availability of oxygen conducted & status				
c)	Supervisor present at site & at least one person outside the confined space for monitoring deputed				
d)	Availability of safe means of entry, exit and ventilation (register for entry & exit maintained)				
e)	Fire extinguisher and first-aid facility ensured				
f)	Lighting provision made by using 24V Lamp				
g)	Proper usage of PPEs ensured				
18.	RADIOGRAPHY				
a)	Proper storage and handling of source as per BARC/ AERB guidelines (authorized radiographer available)				
b)	Work permit obtained				

Safety walk-through performer (Name & Signature).....

FORMAT NO. : HSE-1 REV 0

(Sheet 6 of 6)

SL. NO.	ITEM	Satisfactory / Yes	Non satisfactory /No	Remarks	Action
c)	Cordoning of the area done				
d)	Use of appropriate PPE's ensured				
e)	HSE training to workers/supervisors imparted during the fortnight (indicate topic)				
f)	Minimum occupancy of workplace ensured				
19.	HEALTH CHECKS				
a)	All Workers medically examined and found be fit for working at heights (slinging, rigging, painting etc.) in confined space in excavation / trenching in shot blasting				
b)	Availability of First Aid box with contents				
c)	Proper sanitation at site, office and labour camps				
d)	Arrangement of medical facilities.				
e)	Measures for dealing with illness at site & labour camps.				
f)	Availability of Potable drinking water for workmen & staff.				
g)	Provision of crèches for children.				
h)	Stand by vehicle / ambulance available for evacuation of injured				
20.	ENVIRONMENT				
a)	Chemical and Other Effluents properly disposed				
b)	Cleaning liquid of pipes disposed off properly				
c)	Seawater used for hydro-testing disposed off as per agreed procedure				
d)	Lubricant Waste/ Engine oils properly disposed				
e)	Waste from Canteen, offices, sanitation etc. disposed properly				
f)	Disposal of surplus earth, stripping materials, Oily rags and combustible materials done properly				
g)	Green belt protection				

Safety walk-through performer (Name & Signature) .....

FORMAT NO. : HSE-2 REV 0

(Sheet 1 of 3)

ACCIDENT / INCIDENT REPORT

(To be submitted by Contractor after every Incident / Accident within 24 hours to EIL/ Owner)

Report No.: _____ **Date**: _____

Project site: _____ **Name of work:** _____

Contractor's name: _____ Contractor's Job Engineer (name) _____

Non-disabling injury (Non-LTA)	Hospitalized but resumed duty before end of 48 hrs	
Disabling injury (other LTA)	Hospitalized & failed to resume duty within next 48 hrs	
Fatal (LTA):	Death / Expiry	
First Aid case (non LTA)	Resume duty after first aid	

Name of the injured: _____ Father's name of victim: _____

Sub Contractor's Name: .....

Gate Pass No.: ..... Age: _____Yrs. Victim's medical fitness exam. (Pre-empl.) date: _____

Date & time of Accident / Incident: _____

Names of Witnesses: (1) _____ (2) _____ (3) _____

Profession of victim:

Bar bender		Carpenter		Meson	
Fitter		Helper		Gas cutter	
Grinder		Welder		Electrician	
Driver		Rigger		M/c. operator	
Engineer		Manager		Other/ specify	

Qualification

No formal education		Non-Matriculate		Matriculate	
Graduate		Post- grad		Other/specify	

Job Experience

NIL		Less than 2 yrs		2-5 yrs	
5-10 yrs		11-15 yrs		15 years and above	

Location where the incident happened: _____

_____

FORMAT NO. : HSE-2 REV 0

(Sheet 2 of 3)

Activity / Works that were continuing during incident / accident: -

Excavation		Demolition		Concrete carrying	
Concrete pouring		Transportation of materials (manually)		Transportation of materials (mechanically)	
Work on or adjacent to water		Work at height (+2.0 mts)		Scaffold preparation	
Scaffold dismantling		Piling works		Welding	
Grinding		Gas-cutting		Pipe fit-ups & fabrication	
Structural fabrications		Machine works		Hydro-testing works	
Electrical works		Erection activities		Other/specify	

What exactly the victim was doing just before the incident / accident? .....

.....

.....

Nature of injury:

Bruise or Contusion		Abrasion (superficial wound)		Sprains or strains	
Cut or Laceration		Puncture or Open wound		Burn	
Inhalation of toxic or Poisonous fumes or gases		Absorption		Amputation	
Fracture		Other/specify			

Parts of body involved in incident / accident

Head		Face		Eyes	
Throat		Arm (above wrist)		Hand (including wrist)	
Fingers		Truck (Abdomen / Back / Chest / Shoulder)		Throat	
Leg (above ankle)		Foot (incl. ankle)		Toes	
Multiple				Other/specify	

Accident type:

Struck against		Struck by		Fall from Elevation	
Fall on same level		caught in		caught under	
caught in between		Rubbed or abraded		Contact with (Electricity)	
Contact with (Temp./ extremes)		Contact with chemicals or oils		Vehicle accident	
Other/specify					

FORMAT NO. : HSE-2 REV 0

(Sheet 3 of 3)

Medical Aid provided:- (indicate specific aids / treatment etc.)

……

……..

Actions taken to prevent recurrence of similar incident / accident: ……

……

……

……

……

……

……..

Intimation to local authorities (Dist. Collector / Local Police Station / ESI authority): Yes / No / NA.

If yes, to whom ……..

Safety Officer
(Signature and Name)
Stamp of Contractor

Site Head / Resident Construction Manager
(Signature and Name)

To : Owner
: RCM/Site-in-charge EIL (3 copies)
→ Divisional Head (Constn.) through RCM
→ Project Manager, EIL, through RCM

FORMAT NO. : HSE-3 REV 0

(Sheet 1 of 5)

SUPPLEMENTARY INCIDENT / ACCIDENT INVESTIGATION REPORT
TICK THE APPROPRIATE ONE AS APPLICABLE (furnish within 72 hours)

Supplementary to Incident / Accident Report No: _____ (Copy enclosed)

Report No.: _____ **Date:** _____

Project site: _____ **Name of work:** _____

Contractor's name: _____ Contractor's Job Engineer (name) _____

Non-disabling injury (Non-LTA)	Hospitalized but resumed duty before end of 48 hrs	
Disabling injury (other LTA)	Hospitalized & failed to resume duty within next 48 hrs	
Fatal (LTA):	Death / Expiry	
First Aid case (non LTA)	Resume duty after first aid	

Name of the injured: _____ Father's name of victim: _____

Sub Contractor's Name: .....

Gate Pass No.:..... Age: _____Yrs. Victim's medical fitness exam. (Pre-empl.) date: _____

Date & time of Accident / Incident: _____

Names of Witnesses: (1) _____ (2) _____ (3) _____

Profession of victim:

Bar bender		Carpenter		Meson	
Fitter		Helper		Gas cutter	
Grinder		Welder		Electrician	
Driver		Rigger		M/c. operator	
Engineer		Manager		Other/specify	

Qualification

No formal education		Non-Matriculate		Matriculate	
Graduate		Post- grad		Other/specify	

Job Experience

NIL		Less than 2 yrs		2-5 yrs	
5-10 yrs		11-15 yrs		15 years and above	

Location where the incident happened: _____

_____

FORMAT NO. : HSE-3 REV 0

(Sheet 2 of 5)

Activity / Works that were continuing during incident / accident: -

Excavation		Demolition		Concrete carrying	
Concrete pouring		Transportation of materials (manually)		Transportation of materials (mechanically)	
Work on or adjacent to water		Work at height (+2.0 mts)		Scaffold preparation	
Scaffold dismantling		Piling works		Welding	
Grinding		Gas-cutting		Pipe fit-ups & fabrication	
Structural fabrications		Machine works		Hydro-testing works	
Electrical works		Erection activities		Other/specify	

What exactly the victim was doing just before the incident / accident? .....

.....

.....

Particular of tools & tackles being used and condition of the same after incident/accident:

.....

.....

Description of Incident/Accident (How the incident was caused):

.....

.....

.....

Nature of injury:

Bruise or Contusion		Abrasion (superficial wound)		Sprains or strains	
Cut or Laceration		Puncture or Open wound		Burn	
Inhalation of toxic or Poisonous fumes or gases		Absorption		Amputation	
Fracture		Other/specify			

Parts of body involved in incident / accident

Head		Face		Eyes	
Throat		Arm (above wrist)		Hand (including wrist)	
Fingers		Truck (Abdomen / Back / Chest / Shoulder)		Throat	
Leg (above ankle)		Foot (incl. ankle)		Toes	
Multiple				Other/specify	

FORMAT NO. : HSE-3 REV 0

(Sheet 3 of 5)

Accident type:

Struck against		Struck by		Fall from Elevation	
Fall on same level		caught in		caught under	
caught in between		Rubbed or abraded		Contact with (Electricity)	
Contact with (Temp./ extremes)		Contact with chemicals or oils		Vehicle accident	
Other/specify					

Name & Designation of person who provided First-Aid to the victim: .....

Name & Telephone number of Hospital where the victim was treated _____

Mode of transport used for transporting victim – Ambulance / Private car / Tempo / Truck / Others

How much time taken to shift the injured person to Hospital _____

In case of FATAL incident, indicate clearly the BOCW Registration No. of the victim/ Company .....

Comments of Medical Practitioner, who treated / attended the victim/injured (attached / described here) _____

What actions are taken for investigation of the incident, please indicate clearly – (Video film / Photography / Measurements taken etc. .....)

Immediate cause (Please tick the right applicable) –

Hazardous methods or procedures inadequately guarded		Poor housekeeping		Inadequate or improper PPE	
Environmental hazards (excess noise/ space constraint/ inadequate ventilation)		improper illumination/ Moving on oval surface		Working on dangerous equipment	

FORMAT NO.: HSE-3 REV 0

(Sheet 4 of 5)

Failure to secure		Horse-play		Failure to use PPE	
Inattention to surroundings		Improper use of hands & body-parts		By-passing safety devices	
Unsafe mixing or placement of tools & tackles		Bypassing standard procedures		Failure in communication	
Operating without authority		Improper use of equipment or tools & tackles		drug or alcoholic influence	
excessive haste		Others(specify)			

Basic cause

Over confidence		Impulsiveness		over-exertion	
Faulty judgement or poor understanding		Failing to keep attention constantly		Nervousness & Fear	
Fatigue		Defective vision		Ill health or sickness	
Slow reaction		Others(specify)			

Root cause

Inadequate Engg		Improper Design		Inadequate Planning & organization	
Inadequate knowledge		Inadequate skill		Inadequate training	
Inadequate supervision		Improper work procedure		Inadequate compliance with standard	
Substandard performance		Inadequate maintenance		Improper inspection	
Others(specify)					

Loss of man days and impact on site works, (if any) –

_____

Remarks from Contractor's Safety Officer/ Engineer –

Was the victim performing relevant tasks for which he was engaged /employed? Yes / No

Was the Supervisor present on work-site during the incident? Yes / No

Have the causes of incident rightly identified? Yes / No

Cause of Accident was_____

FORMAT NO. : HSE-3 REV 0

(Sheet 5 of 5)

Remedial measures recommended by **Safety Officer of Contractor** for avoiding similar incident in future :

.....

.....

.....

.....

.....

.....

.....

Intimation to local authorities (Dist. Collector / Local Police Station / ESI authority): Yes / No / NA.

If yes, to whom .....

.....

Safety Officer
(Signature and Name)

Site Head / Resident Construction Manager
(Signature and Name)
Stamp of Contractor

To : Owner
: RCM / Site-in-charge of EIL (3 copies)
→ Divisional Head (Constn.) through RCM
→ Project Manager EIL, through RCM

FORMAT NO. : HSE-4 REV 0

NEAR MISS INCIDENT/ DANGEROUS OCCURRENCE SUGGESTED PROFORMA
(to be submitted within 24 hours)

- **Near Miss** : Human injury escaped & no damage to property, equipment or interruption to work.
- **Dangerous Occurrence**: Damage to property, equipment or interruption of work, but not resulting in personal injury/ illness, e.g. Fire incident, collapse of structure, crane failure, etc.

Report No.: _____

Name of Site: _____ Date: _____

Name of work: _____ Contractor: _____

Incident reported by :

Date & Time of Incident :

Location :

Brief description of incident

Probable cause of incident

Suggested corrective action

Steps taken to avoid recurrence Yes ☐ No ☐

To : Owner
: RCM/Site-in-charge EIL (3 copies)
→ Divisional Head (Constn.) through RCM
→ Project Manager EIL, through RCM

FORMAT NO. : HSE-5 REV 1

MONTHLY HEALTH, SAFETY & ENVIRONMENTAL (HSE) REPORT

(To be submitted by each Contractor)

Actual work start Date: _____ For the Month of: _____

Project: _____ Report No: _____

Name of the Contractor: _____ Status as on : _____

Name of Work : _____ Job No : _____

(Contractor in consultation with EIL shall generate the reports through web based package(www3.eil.co.in/eilhse)only.

ITEM		UPTO PREVIOUS MONTH	THIS MONTH	CUMULATIVE
1) Average number of Staff & Workmen (average daily headcount, not man days)				
2)Total Man-hours worked				
3) Number of Induction programmes conducted				
4) Number of HSE meetings organized at site				
5) Number of HSE awareness programmes conducted at site				
6) Number of Tool Box Talks conducted				
7) Number of Lost Time Accidents (LTA)	Fatal			
	Other LTA			
8) Number of Loss Time Injuries (LTI)	Fatalities			
	Other LTI			
9) Number of Non-Loss Time Accidents				
10) Number of First Aid Cases				
11) Number of Near Miss Incidents				
12) No. of unsafe acts/ practices detected				
13) No. of disciplinary actions taken against staff/ workmen				
14) Man-days lost due to accidents				
15) LTA Free man-hours i.e. LTA free man-hours counted from the Last LTA (enter date: .....)				
16) Frequency Rate (No. of LTA per 2 lacs man-hours worked)				
17) Severity Rate (No. of man days lost per 2 lacs man-hours worked)				
18) Loss Time Injury Frequency (No. of LTI per 2 lacs man-hours worked)				
19) No. of activities for which HIRAC completed				
20) No. of incentives/ awards given				
21) No. of occasions on which penalty imposed by EIL/ Owner				
22) No. of Audits conducted				
23) No. of pending NCs in above Audits				
24) Compensation cases raised with Insurance				
25) Compensation cases resolved and paid to workmen				
26) No of Vehicular Accident cases				
27) No of fire/Explosion cases				
28) Whether workmen compensation policy taken			Yes	No
29) Whether workmen compensation policy is valid			Yes	No
30) Whether workmen registered under ESI Act, as applicable			Yes	No
31) Whether HIRAC Register prepared and updated			Yes	No
32) Whether Environment Aspect Impact Register prepared and updated			Yes	No
33) Whether Legal Register prepared and updated			Yes	No
Remarks, if any				

Date:

Prepared by Safety Officer (Signature and Name)

Approved by Site Head / Resident Construction Manager (Signature and Name)

To : - OWNER

- RCM EIL (2 copies)

FORMAT NO. : HSE-6 REV 0

PERMIT FOR WORKING AT HEIGHTS (ABOVE 2.0 METER)

(In duplicate to be issued daily for site and for office)

Permit No..... Name of Main Contractor.....

Name of work executing agency / sub agency / vendor .....

Date..... Exact Location of work.....

Nature of work ..... Duration of work (from) ..... (to) .....

Number of workers covered within this permit .....

(*List enclosed with name & gate pass numbers.*)

Sl. No.	Items / Subjects	Status of compliance (Yes / No)	
1	Work areas / Equipments inspected		
2	Work area cordoned off		
3	Adequate lighting is provided		
4	Precautions against public traffic taken		
5	Concerned persons in & around have been alerted & cautioned		
6	Hazards / risks involved in routine / non-routine task assessed and control measures have been implemented at specific task		
7	ELCB provided for electrical connection & found working		
8	Ladder safely attached / fixed		
9	Scaffoldings are checked and TAGs are found used correctly		
10	Working platforms are provided and are found sound /safe for use		
11	Safe access & egress arrangements (e.g. ladders, fall arresters, life-lines etc.) are satisfactorily incorporated		
12	a. Openings on platform / floors are effectively cordoned / covered		
	b. Safety Nets are provided wherever required		
13	Use of following safety gadgets by people working at area under this permit, is checked and found satisfactory - Safety helmet Safety harness (full body) with double lanyard Safety Shoes Safety gloves Safety goggles		
14	Housekeeping of work area found satisfactorily tidy / clean & clear		
15	Adequate measures have been taken for works being continued at the ground level, when simultaneous works are permitted overhead at that very location.		
16	Materials are not thrown from heights on to ground		
17	Medical examination of workers are made & found satisfactory		
18	Responsible job engineer / supervisor found physically present at work spot for overall administration of work as well as safety of people.		

Above items have been checked & compliance has been found in place. Hence work is permitted to start / continue at the above-mentioned location. Work shall not start till identified lapses are rectified.

Additional Precautions, if any .....
.....

Work Permit issued by
Contractor Engineer/ RCM

Verification By
Contractor Safety Officer

AT THE END OF THE DAY/WORK:

All works at height are completed & workmen have returned safely from work location at (time) ..... (date) .....

(Sig. Contractor Engineer)

FORMAT NO. : HSE-7 REV 0

CONFINED SPACE ENTRY PERMIT

Project site _____ Sr. No. _____
Name of the work _____ Date _____
Name of Contractor _____ Nature of work _____
Exact location of work _____

Safety Requirements POSITIVE ISOLATION OF THE VESSEL IS MANDATORY					
(A) Has the equipment been ?					
Y NR		Y NR		Y NR	
☐☐	Isolated from power/steam/air	☐☐	water flushed &/or steamed	☐☐	radiation sources removed
☐☐	isolated from liquid or gases	☐☐	Man ways open & ventilated	☐☐	proper lighting provided
☐☐	depressurized &/or drained	☐☐	cont. inert gas flow arranged	☐☐	
☐☐	blanked/ blinded/ disconnected	☐☐	adequately cooled	☐☐	
(B) Expected Residual Hazards					
☐☐	lack of O_2	☐☐	combustible gas/ liquid	☐☐	H_2S / toxic gases
☐☐	corrosive chemicals	☐☐	pyrophoric iron / scales	☐☐	electricity / static
☐☐	heat/ steam / frost	☐☐	high humidity	☐☐	ionizing radiation
☐☐		☐☐		☐☐	
(C) Protection Measures					
☐☐	gloves	☐☐	ear plug / muff	☐☐	goggles / face shield
☐☐	protective clothing	☐☐	dust / gas / air line mask	☐☐	personal gas alarm
☐☐	grounded air duct/ blower/ AC	☐☐	attendant with SCBA/air mask	☐☐	rescue equipment/ team
☐☐	Fire fighting arrangements	☐☐	safety harness & lifeline	☐☐	communication equipment
☐☐		☐☐		☐☐	

Authorization / Renewal (It is safe to enter the confined space)

	No. of persons allowed	Name of persons allowed	Signature			Time		Signature
			Contractor's Supervisor	Contractor's Safety Officer		From	To	Workman

Permit Closure :

(A) Entry ☐ was closed ☐ stopped ☐ will continue on .....

(B) ☐ Site left in a safe condition ☐ Housekeeping done

(C) Multilock ☐ removed ☐ key transferred
☐ Ensured all men have come out ☐ Man-ways barricaded

Remarks, if any:

FORMAT NO. : HSE-8 REV 0

RADIATION WORK PERMIT

Project :
Name of the work :
Name of site contractor :

Sr. No. :
Date :
Job No. :

Location of work :

Source strength :

Cordoned distance (m) :

Name of Radiography agency :

Approved by Owner/EIL ☐

No. of workers engaged :
(*List enclosed with name & gate pass numbers.*)

The following items have been checked &compliance shall be ensured during currency of the permit:

S. No.	Item description	Done
	Safety regulations as per BARC/AERB ensured while source in use/in transit & during storage	
	Area cordoned off / safe working platform provided	
	Lighting arrangements for working during nights ensured	
	Warning signs/ flash lights installed	
	Cold work permit taken (if applicable)	
	PPEs like film badges, dosimeters used	

Additional precautions, if any _____

(Radiography Agency's BARC/AERB authorized Supervisor)

Permission is granted.

Permit is valid from _____ AM/PM _____ Date to _____ AM/PM _____ Date

(Signature of permit issuing authority of site contractor)
Name: Designation: Date:

Permit renewal:

Permit extended upto		Additional precautions required, if any	Sign. of issuing authority with date (of site contractor)	
Date	Time			

Work completed/ stopped/ area cleared at _____ Hrs of Date _____
(Sign. of permit issuing authority)

Name & Signature of site contractor:

FORMAT NO. : HSE-9 REV 0

DEMOLISHING/DISMANTLING WORK PERMIT

Project : Sr.No. :
Name of the work : Date :
Name of contractor : Job No. :

Name of sub-contractor : No. of workers to be engaged:
(List enclosed with name & gate pass numbers.)

Line No./ Equipment No./ Structure to be dismantled :

Location details of dismantling/ demolition with sketch : (clearly indicate the area)

The following items have been checked &compliance shall be ensured during currency of the permit:

S. No.	Item description	Done	Not Applicable
	Services like power, gas supply, water, etc. disconnected	☐	☐
	Dismantling/ Demolishing method reviewed & approved	☐	☐
	Usage of appropriate PPEs ensured	☐	☐
	Precautions taken for neighbouring structures	☐	☐
	First-Aid arrangements made	☐	☐
	Fire fighting arrangements ensured	☐	☐
	Precautions taken for blasting	☐	☐

(Contractor's Supervisor) (Contractor's Safety Officer)

Permission is granted.

(Permit issuing authority)

Name :
Date :

Completion report :

Dismantling/ Demolishing is completed on _____ Date at _____ Hrs.

Materials/ debris transported to identified location ☐ Tagging completed (as applicable) ☐

Services like power, gas supply, water, etc. restored ☐

(Permit issuing authority)

CONTRACTOR's NAME

FORMAT NO. : HSE-10 REV 0

DAILY SAFETY CHECKLIST

(To make use of before start of day's work)

Project :
Name of the work :
Name of contractor :

Sr. No. :
Date :
Job No. :

Description of Job decided to perform : -

- **Use of PPE / Safety Gadgets**

Sl. No	PPEs	Compliance (Yes / No)	Sl. No	PPEs	Compliance (Yes / No)
1	Safety Helmets		6	Face Shield	
2	Safety Shoes		7	Full body harness	
3	Hand Gloves		8	Fall Arrest System	
4	Dust Musk		9	Safety net	
5	Safety Goggles		10	Horizontal life-line made of steel wire, (dia not less than 8.0 mm.)	

(Serial No. 1 & 2 are compulsory for everyone. Specify & ensure use of other safety gadgets as required for the job)

- **Identify following important unsafe conditions: -**

Sl. No	Conditions	Yes / No
1	Access to work site / emergency escape clear	
2	Soil / Loose earth kept away from excavated pit / slope / ladder provided	
3	Electrical wire / welding lead lying entangled on ground / welding m/c. booth accessible	
4	Elevated work platform / open ends are protected	
5	Ground area cordoned off before lifting works or erection at height / ground area checked & cordoned-off before start of height works	
6	Structural members / erected pipes / wooden boards/pieces etc. are safely anchored at heights and are not likely to fall down on people when working beneath	
7	Rope ladders tied-up on tall steel structures, long before are removed to get rid of their use	
8	Any Other	

- **Indicate actions taken, if status of any of the above items is found "No"**

  .....
  .....

- **Specific Safety guidelines / precautions, if any** (communicated thro' TBT)

  .....
  .....

- **Above conditions and PPE compliances are checked by undersigned and correct status are indicated after verification**

Inspected by
Contractor Engineer

Verification By
Contractor Safety Officer

FORMAT NO. : HSE-11 REV 0

(Sheet 1 of 2)

HOUSEKEEPING ASSESSMENT& COMPLIANCE

Project :
Name of the work :
Name of contractor :
Name of contractor : Fortnightly

Sr. No. :
Date :
Job No. :

Sl. No.	Subjects of Review	Satisfactory/ Yes	Non-satisfactory/ No	Remarks	Action
1.	Cleanliness at the Main entry / access of site				
2.	Ground condition / floor areas free from water-logging / oil spillage				
3.	Ground & elevated floors free from rubbish / wastes / accumulated debris / scraps.				
4.	Manholes / openings are covered / fenced				
5.	Trenches are barricaded / walkways are in place				
6.	Drains are cleaned / not choked / not occupied by dumped materials				
7.	Sufficient CAUTION boards / instructions displayed				
8.	Construction machinery are maintained & parked in orderly manner.				
9.	Movement of site people are not obstructed because of dumping / storing of construction materials				
10.	Access/ egress to Electrical Distribution Boards/ Panels clear from wires / cables / earth-strips etc.				
11.	Electrical panel rooms / sheds / MCC / Control rooms / Substations etc. are clean & tidy and not used for storing dress / clothes, tiffin-box or bicycles.				
12.	Passage behind Elec. panels are free for access				
13.	Fire extinguishers / fire-buckets are accessible without any difficulty.				
14.	Stair-steps, platforms & landings are clear & tidy				
15.	Sheds / rooms & work areas have got sufficient illumination as well as ventilation.				
16.	Cables / Wires / welding leads are routed / hanged appropriately & are not creating unsafe condition.				
17.	Stacking / storing of insulation materials or their packing.				
18.	Removal or cleanliness of left-over sand, concrete, brick-bats, insulation-materials, excess earth, wastes etc.				
19.	Storing / stacking of sand, metal chips, re-bars, steel pipes, valves, fittings etc.				
20.	One escape route at ground & minimum two escape routes at elevation available.				

FORMAT NO. : HSE-11 REV 0

(Sheet 2 of 2)

Sl. No.	Subjects of Review	Satisfactory/ Yes	Non-satisfactory/ No	Remarks	Action
21.	Captions / Posters / Slogans on various safety instructions are displayed legibly in local language				
22.	Cable trenches are water-free or regular arrangement for taking out accumulated water exists.				
23.	Windows of rooms / offices are regularly cleaned				
24.	Facilities for cycle sheds, drinking water, washing, rest-rooms etc. are maintained in tidy manner.				
25.	Toilet, Urinals, Canteen / kitchen / pantry etc. are maintained & free from obnoxious smell.				
26.	Construction tools / tackles are stored systematically - the items are tagged / tested / certified by competent third party.				
27.	Sufficient numbers of Dust-bins / Waste-bins found at site and are regularly emptied.				

Additional remarks, if any -

.....

.....

.....

Inspected by
Contractor Engineer

Verification By
Contractor Safety Officer

FORMAT NO. : HSE-12 REV 0

INSPECTION OF TEMPORARY ELECTRICAL BOOTH / INSTALLATION

Project :
Name of the work :
Name of contractor :
Sub Station No:/Booth No

Sr. No. :
Date :
Job No. :
Location:

SL NO	SUBJECTS	OBSERVATION (YES /NO)	ACTION TAKEN
1	Switchboards installed properly are in order and protected from rain & water-logging.		
2	Adequate illumination provided for switchboard operation during night hours & the lamps are protected from direct human contact.		
3	Voltage ratings, DANGER signs, Shock-Treatment-Chart displayed in the installation / booth		
4	Fire extinguisher (DCP or CO_2) & Sand Bucket kept in close vicinity of Switchboards		
5	Valid License & Competent Electrician / Wireman available & name/ license no. displayed at booth / installation.		
6	General housekeeping in & around booth / installation found in order.		
7	Cable-route-markers for U/G cables provided.		
8	Monthly inspection report of Electrical hand tools available in booth / installation.		
9	Insulated Mat provided in front of Elec. Panels.		
10	Rubber hand gloves available/ used by Electricians		
11	Availability of CAUTION boards for shutdown & / or repairing works.		
12	All incoming & outgoing feeders have proper MCCB / HRC fuses / Switches.		
13	Switchboards "earthed" at two distinctly isolated locations.		
14	Switchboards have adequate operating space at the front face & at the rear face too.		
15	All connections provided through 30mA ELCB.		
16	Testing records of all ELCBs available at site		
17	Only industrial type plugs & sockets are used.		
18	Temporary connections are 3-core double insulated & free from cuts & joints and 3rd core is earthed at both ends		
19	Socket boards are properly mounted on stand & protected from water ingress.		
20	Electrical equipments operating above 250V have two earthing / double earthing.		
21	All incoming / outgoing cables are properly glanded & terminated with "lugs".		
22	Switch-boards are of industrial variety / type.		
23	Sketch for installation / connection (SLD) made & pasted& other safety labels/display boards		
24	Labeling of incoming / outgoing feeders made.		
25	All hand lamps are protected from direct contact.		
26	All electrical cable / joints are in safe condition		

Inspected by
Contractor Engineer

Verification By
Contractor Safety Officer

FORMAT NO. : HSE-13 REV 0

(Sheet 1 of 2)

INSPECTION FOR SCAFFOLDING

Project : Sr. No. :
Name of the work : Date :
Name of contractor : Job No. :

Sl. No	Description	Yes	No	N.A	Actions taken
1	Whether work permit is obtained to take up work at height above 1.5 Mts?				
2	Whether atmospheric condition is "stormy" or "raining" and works at heights have been permitted?				
3	Whether steel pipes scaffoldings are used for units /off-site areas?				
4	Whether scaffolding has been erected on rigid/firm/leveled surfaces / ground? Whether "foot-seals" or "base-plates" are used beneath the up-rights (vertical steel pipes)				
5	Whether scaffold construction is as per IS specification with toe-board and hand-rails (top-rail as well as mid-rail)?				
6	Whether distance between two successive up-rights are less than 2.5 Mts (height of scaffold & load carrying capacity governs the distance between two uprights)				
7	Whether all uprights are extended at least 900 mm above the top most working platform (to enable fitting of handrails)?				
8	Whether vertical distance of two successive ledgers is satisfactory? (*varying between 1.3 Mts. To 2.1 Mts)*				
9	Whether the peripheral areas of working at height are cordoned-off? (for avoiding accident to people arising out of dropped / deflected materials)				
10	Whether platform is provided? Is it safely approachable?				
11	Whether end of scaffold platform / board are extended beyond transoms? (125mm to 150 mm)				
12	Whether CE / IS approved quality and worthy conditioned full-body safety harness (with double lanyard & karabiners) are used while working at heights?				
13	Whether life-line of safety harness is anchored to an independent secured support capable of withstanding load of a falling person?				
14	Whether the area around the scaffold is cordoned off to prohibit the entry of unauthorized person / vehicle?				
15	Whether clamps used are of good condition, of adequate strength and free from defects?				
16	Whether ladder is placed at secured and leveled surface?				
17	Whether water-pass and oil-spills are avoided around the scaffold structure?				
18	Whether ladder is extended 1.5mts. above the landing point at height?				
19	Whether more than one access/egress provided to the scaffold?				
20	Whether ladder used are of adequate length and overlapping of short ladders avoided?				
21	Whether metallic ladders are placed much away from near-by electrical transmission line?				
22	Whether rungs of ladder are inspected and found in good order?				
23	Whether fall-arresters provided on both the access/egress routes?				
24	Whether diagonal (cross) bracings are provided at regular interval on the scaffold?				
25	Whether working platform on the scaffold has been made free from "jolt" or "gap"?				
26	Whether tools or materials are removed after completion of the day's job at heights?				
27	Whether a valid Permit for Work (PFW) is obtained before taking up work over asbestos or fragile roof?				
28	Whether sufficient precaution is taken while working on fragile roof?				

FORMAT NO. : HSE-13 REV 0

(Sheet 2 of 2)

Sl. No	Description	Yes	No	N. A	Actions taken
29	Whether provision is made to arrange duck ladder, crawling board for working on fragile roof?				
30	Whether scaffold has been inspected by qualified civil engineers prior to their use?				
31	Whether the scaffolding has been designed for the load to be borne by the same?				
32	Whether the erection and dismantling of the scaffolding is being done by trained persons and under adequate supervision?				
33	Whether safety net with proper working arrangement and life-line has been provided?				
34	Whether TAGS (Green for acceptable and Red for incomplete/unsafe scaffolds) are used on scaffolds?				
35	Whether sufficient illumination is provided in and around the scaffold and access?				
36	Whether emergency rescue / response arrangements are made in place				

Inspected by
Contractor Engineer

Verification By
Contractor Safety Officer

FORMAT NO. : HSE-14 REV 0

(sheet 1 of 2)

PERMIT FOR ERECTION / MODIFICATION & DISMANTLING OF SCAFFOLDING

Project :
Name of the work :
Name of contractor :
Nature of activities :

Sr. No. :
Date :
Job No. :
Duration: From.....To.....

SL. No.	SUBJECTS / ITEMS	DONE	NOT DONE	REMARKS
1	Specific task of Erection / Modification / Dismantling of scaffolds, identified & TAGGED accordingly (before as well as after carrying-out jobs).			
2	People engaged in doing the job are identified & are certified by Job Engineer of Main Contractor as experienced / trained.			Names to be noted
3	Concerned persons are alerted by the Job Engineer of Main Contractor in connection with possible hazards & what the workmen MUST do / MUST not do.			
4	Verification by Job Engineer of Main Contractor made for confirming that all persons permitted to carry-out the jobs are making use of Helmet, Safety Shoes, Goggles, Gloves & Double lanyard safety harness and other relevant PPEs.			
5	Area of work is effectively cordoned-off / barricaded / illuminated.			
6	For taking-up / lowering down Scaffolding members / clamps / couplings etc. appropriate ropes / pulleys/ chains etc. have been arranged for use (not to throw any item) & the same have been verified as "fit for purpose".			
7	Items / members of scaffold, being lowered are removed from the area & stacked correctly.			
8	Ropes, chains, pulley blocks etc. being used for lifting or lowering scaffold items, are inspected by the Job Engineer & their certifications as well as physical conditions have been found O.K, before signing this PERMIT.			
9	Safety Net / Life-line / Fall Arresters etc. are arranged in position and Job Engineer has found working conditions favourable for activities to start.			
10	Scaffold erection or dismantling tasks are being supervised by Experienced Engineer / Competent person.			
11	Only competent & experienced people have been selected / engaged in Scaffolding erection, modification or dismantling tasks.			
12	Adequate & effective actions for traffic and movement of people around the cordoned-off area taken to avoid inadvertent incident			
13	Working platforms are protected with handrails & toe-boards.			
14	Access & Exit (for reach & escape) are safe for use by people.			
15	Tools, tackles to be used for above jobs are verified by job Engineers of Main contractor as genuinely good and tied-up at height (to prevent their fall).			
16	Site important Telephone Nos. are made known to everyone			
17	SOP (Safe Operating Procedure) for the specific task is made & followed too.			
18	Emergency vehicle has been arranged at work locations.			

- This permit for work shall be available at specific work location all the time.
- After completion of work, permit shall be returned to safety cell of main contractor, without fail.
- This Permit shall be issued maximum upto (Monday to Sunday).
- Additional Precautions, if any

  .....
- **ACCORD OF PERMISSION** (to be ticked) - YES ( ) / NO ( )

Inspected by
Contractor Engineer

Verification By
Contractor Safety Officer

FORMAT NO. : HSE-14 REV 0

(sheet 2of 2)

Everyday Site working conditions & performance of workmen shall be assessed / checked by Contractor Site Engr. and Safety Officer shall verify the same.

	Name / Sign.	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Site Engr.								
Safety Off.								

FORMAT NO. : HSE-15 REV 0

PERMIT FOR HEAVY LIFT / CRITCAL ERECTION

Project :
Name of the work :
Name of contractor :
Nature of activities :
Location of work :
Equipment/Structure to be erected:

Sr. No. :
Date :
Job No. :
Duration: From.....To.....
Name /Type of crane :
Wt. of equipment/ structure to be erected :

SL. NO.	Description of Item	COMPLIANCE STATUS			Remarks
		Yes	No	Not applicable	
1	Is the crane type suitable for lift or as per erection procedure?				
2	Is the crane have the correct number of counterweights fitted?				
3	Availability of Load Certification of crane from authorized agency.				
4	Is the load chart of crane available in carne cabin/or with Crane operator?				
5	Is the device to check the Wind speed in crane is working? Is the safety features in crane are working?				
6	Availability of Load certification of slings and other accessories from authorized agency				
7	Availability of Licensee/certificate for crane operator from authorized agency.				
8	Availability of approved HIRAC for the subject activities.				
9	Availability of approved erection/rigging procedures.				
10	Availability of temporary gratings/ platforms for critical lifting(as applicable)				
11	Tool Box conducted before erection?				
12	Has the area been cordoned off?				
13	Are the authorized persons during erection are identified?				
14	Does each person identified for erection understand their roles and responsibilities?				
15	Is the ground on which crane will rest or outrigger support are correct?				
16	Is hard stand requirement (if any) complied?				
17	Is the communication system (viz. walkie talkies, etc. are working properly?				
18	If more than one crane is lifting the load, is an Intermediate rigger will supervise the lift?				
19	If there is other obstruction within the operating radius of the crane, have correct precautions been taken to prevent collision?				
20	All the persons are wearing the requisite PPE?				

Inspected & Issued by
Contractor Engineer/RCM

Verification By
Contractor Safety Officer

FORMAT NO. : HSE-16 REV 0

PERMIT FOR ENERGY ISOLATION & DE-ISOLATION

Project :
Name of the work :
Name of contractor :

Sr. No. :
Date :
Job No. :

ENERGY ISOLATION PERMIT

- Clearance required from: …….. Hrs …… Date To …….. Hrs …… Date
- Name of equipment/ energy source etc. ……
- Nature of job to be done: ……
- Area: …… Location: ……

PERMIT VALIDATION	PERFORMING AUTHORITY
I hereby authorize the ……personnel (performer) to isolate the above equipment/energy source from all sources of power and handover the equipment/energy source for maintenance/repair. Issuing authority Area –Incharge/RCM Signature: Date: Name:	The work and precautions will be carried out under my overall responsibility.(Testing/execution engineer) Signature: Date: Name:

SAFETY PRECAUTIONS FOR CLEARANCE	NORMALISING AFTER CLEARANCE
1. Notify workers of intent to de- energize ☐ 2. Obtain lock, tag or locking/tagging devices ☐ 3. Shut down, de-energize, dissipate any residual energies. ☐ 4. Apply lock ,tag and locking and/or tagging devices ☐ 5. *Any other job specific precautions ☐ 6. Verify effectiveness of lockout by attempting to restart. ☐ 7. Proper PPE is ensured ☐ I certify that the energy source mentioned above is isolated from all sources and is safe to start the work. Tag No: …… Lock No: …… Issuing authority Area –Incharge /RCM Signature: Date: Name: **(*to be included by contractor in consultation with EIL/owner)**	1. Notify workers of intent to re- energize ☐ 2. Conduct visual inspection to confirm that the danger zone is clear of workers ☐ 3. Conduct visual inspection to confirm that tools, equipment's danger zone is clear of workers ☐ 4. Reposition the safety devices (interlocks, valves, guards, covers, sensors, as applicable, etc.) ☐ 5. *Any other job specific normalizing details ☐ 6. Remove lock, tag and locking and/or tagging devices. ☐ 7. Re-energize. ☐ 8. Confirm system is operating properly & safely. I certify that the energy source mentioned above is isolated from all sources and is safe to start the work. Tag No: …… Lock No: …… Issuing authority Area –Incharge /RCM Signature: Date: Name: **(*to be included by contractor in consultation with EIL/owner)**

ENERGY DE-ISOLATION PERMIT

PERMIT VALIDATION	PERFORMING AUTHORITY
I hereby authorize the ……personnel (performer) to de- isolate the above equipment/energy source from all sources of power and handover the equipment/energy source for normal operation.. Issuing authority Area –Incharge/RCM Signature: Date: Name:	I hereby certify that the equipment/energy source mentioned above has been de-isolated and is ready for normal operation. (Testing/execution engineer) Signature: Date: Name: Countersigned by Issuing authority

FORMAT NO. : HSE-17 REV 0

PERMIT FOR EXCAVATION (depth 2m and above)

(Sheet 1of 2)

Project :
Name of the work :
Name of contractor :
Job Description :
Size of excavation :

Sr. No. :
Date :
Job No. :
Location:

SL. NO.	Description of Item	COMPLIANCE STATUS			Remarks
		Yes	No	Not applicable	
1	Suitable and sufficient risk assessments and method statements has been carried to ensure that the work shall be undertaken in accordance with specification and standard.				
2	Are plans/details of underground services available and the same has been reviewed?				
3	Has survey done to locate the services/obstacles etc.				
4	Has the live services (electrical, water line, air line, telephone line, etc.) has been disabled for carrying out the job.				
5	Is adequate barriers/ fences to protect the excavation are in place?				
6	Is Adequate warning signs are in place?				
7	Is Assessment of ground conditions done and remedial action (if any) taken?				
8	Safe access / egress (e.g. ramp / steps / ladders etc.) provided for site workmen & supervisors.				
9	Is the excavation work being undertaken in proximity of structure, etc.? If Yes, it's effect is considered?				
10	Availability of competent person for supervising the excavation work?				
11	Adequate safe arrangement to prevent collapse of edges (e.g. shoring / strutting / benching / sloping etc.) made at site.				
12	Hard barricades (at least 1.0M away from edge & for excavation near site access roads) with warning signs/caution boards are provided				
13	Accumulation / passage-ways of water at periphery of excavation / trench stopped/ restricted.				
14	Is the equipment being used for excavation has been checked for adequacy and is in good working condition having all the safety features?				
15	Age & fitness of workmen ensured by medical test before engagement in job?				
16	Arrangement of Monitoring of possible oxygen deficiency or obnoxious gases done & action taken?				

PERMIT GRANTED - Yes / No

(List enclosed with name & gate pass numbers.)

Name & Signature of Site Engr.
Contractor (Initiator)

Name & Signature of Safety Officer
Contractor (Issuing authority)

FORMAT NO. : HSE-17 REV 0

PERMIT FOR EXCAVATION

(Sheet 2of 2)

NOTES: -

1. Slopes or benches for excavation beyond 2.0M depth shall be designed & approved by Contractor's site head.
2. Excavated earth to be kept at least 1.5M away from edges.
3. Safety helmets, Safety shoes or gum-boots, gloves, goggles, Face shield, Safety Harness shall be essential PPEs.
4. Permit shall be made in **duplicate** and original shall be available at site of work.
5. Permit shall be issued for maximum **one week** only (Monday to Sunday).
6. After completion of works, permit shall be closed & preserved for record purpose.

GRANT OF PERMIT AND EXTENSIONS

Sl. No.	Validity period From ____To ____	Working Time From _____To _____	Initiator (site Engr. of Main Contractor)	Issuing authority (Safety Officer of Main Contractor)	Review by EIL / Owner (Remarks with date
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Additional safety instructions if any: -

1.

2.

3.

FORMAT NO. : HSE-18 REV 0

(Sheet 1 of 2)

IDENTIFICATION OF ENVIRONMENTAL ASPECTS, IMPACT ASSESSMENT AND CONTROL MEASURES

S. No	Activity	Environmental Aspect	N/A/E	Environment Impact	Control Measures	Consequences						Risk Level	Significant	Gaps/ Recommendations
						A	B	C	D	E	F	G	Yes/No	

INITIAL ENVIRONMENT REVIEW TECHNIQUE

Environmental Impacts	AP = Air Pollution	WP = Water Pollution	LC = Land Contamination	DNR = Depletion of Natural Resources	NP = Noise Pollution

Scale	Quantity (A)	Occurrence (B)	Severity of Impact (C)	Detection (D)	Control (E)	Legal and other requirements (F)
1	Negligible	Very Rare	Negligible visual impact	Immediately	Available & effective at place	In compliance or not applicable
2	Low	Once a month or less	Causes Discomfort or Nuisance	Within 1 hour	Has in-built Secondary control	
3	Moderate	Once a day	Resource Depletion	Within 8 hours	Needs human Intervention	
4	High	Several times a Day	Affects Aquatic Life, flora, fauna or global issue	Within 24 hours	Mechanism in place but not reliable	
5	Excessive	Continuous	Human health effect	More than 24 hours	Absent or no effective control	Not in compliance

Risk Level - G : A x B x C x D x Ex F

Aspects with score of 100 and above are considered as significant.
Also, Irrespective of the score, all legal noncompliance's to be considered as significant

Condition	
N	NORMAL
A	ABNORMAL
E	EMERGENCY

FORMAT NO. : HSE-19 REV 0 HIRAC

RISK IDENTIFICATION						DESIRED CONTROLS & EXISTING GAPS, IF ANY		RISK ASSESSMENT				RECOMENDED CONTROL ACTIONs TO REDUCE THE RISK LEVEL	ACTION BY	REMARKS
S. No.	Activity	Activity type (R/NR)	Hazards	Condition (N/AN/E)	Associated Risk	Desired Control Measures	Gaps If Any	Probability (P)	Impact (I)	Risk R= P*I	Risk Classification			

Likelihood – Possibility of occurrence of risks based on present gaps (technological / operational / competence / measurement and monitoring);

UL: Unlikely, **L:** Likely, **VL:** Very Likely, **FR:** Frequent, C: Continuous

Impact –

SI: Slight Injury, **MI:** Minor Injury, **MJ:** Major Injury, **SF:** Single Fatality, **MF:** Multiple Fatalities

Level of consequence – Refer Guidance criteria for this i.e. possible degree of damage;

Condition- N: Normal, **AN**: Abnormal, E-Emergency

Activity Type: R- Routine, **NR**- Non Routine

RISK –

L: Low Risk, **M:** Moderate Risk, **H:** High Risk

RECORD OF REVISION

CLAUSE No.	Rev No.	Brief of Revision	Date
All	00	New procedure introduced	31.03.2018
All	01	Customer Comments incorporated	17.05.2018
All	02	Customer Comments incorporated	19.05.2018

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

From: Samir Mukherjee, GM (HR-Policy &IRX), BHEL Corporate Office New Delhi

To: Head of HR / BHEL

(1) Bhopal (2) Trichy (3) HEEP & CFFP Haridwar (4) HPEP & PE&SD, Hyderabad (5) EDN Bangalore (6) ISG Bangalore (7) EPD Bangalore (8) CFP, Rudrapur (9) IP, Jagdishpur (10) IVP, Goindwal (11) Jhansi (12) Corp. R&D Hyderabad (13) BAP, Ranipet (14) HERP, Varanasi (15) EMRP Mumbai (16) PS-HQ(17) PS–Mktg, PMG/HBG/NBG/PCSG (18) PS-PEM (19) PS-TS & SSBG (20) PS- NR (21) PS- ER (22) PS-WR (23)PS- SR (24)IS,IO&TBG (25) ROD HQ (26) ASSCP- Gurgaon (27) Piping Centre, Chennai (28) CS & FP Jagdishpur (29) HPVP, Visakhapatnam (30) PPPU, Thirumayam (31) Corp. Office (32) RMSG, Bhopal

AA:HR: ECA

Dated 10.09.2018

CORPORATE HR CIRCULAR NO. 016 /WLX/2018

Sub: Compensation in cases of death/ permanent incapacitation of person due to unintended / unforeseen occurrences 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.

In terms of Govt. instructions, the Guidelines for settlement of claims for compensation on accidents applicable to BHEL, have been approved for implementation w.e.f. 10.09.2018. **The scheme is placed at Annexure.**

These guidelines provide for compensation in case of Death/ Permanent Total Disablement, whether or not there has been any wrongful act, neglect or default on the part of company and notwithstanding anything contained in any other law in respect of each of the victims to such extent as prescribed below:

(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)**

The 'permanent disablement' is defined under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923.

It has been decided that in terms of these guidelines, a standard clause shall be included in all contracts entered by Units/ Divisions / Regions **having contract value of Rs 5,00,000/- or above**, as under:

"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 (l) of the Employee's Compensation Act, 1923."*

(Samir Mukherjee)

Encl.: As above.

ANNEXURE-I

GUIDELINES FOR SETTLEMENT OF CLAIMS FOR COMPENSATION ON ACCIDENTS APPLICABLE TO BHARAT HEAVY ELECTRICALS LIMITED

1. **Title:** These guidelines would be called as Guidelines for Settlement of Claims for Compensation arising out of accidents resulting into loss of life or permanent total disability.

2. **Effective date:** The guidelines would be effective from 10.09.2018.

3. **Applicability:** These guidelines would govern the settlement of compensation claims arising out of accidents resulting into loss of life or permanent disability.

4. **Definitions:**

   a) **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.

   b) **Competent Authority:** Competent Authority Means Chairman & Managing Director.

   c) **Dependent:** As defined in the Employee's Compensation Act, 1923.

   d) **Designated Officer:** An Officer designated by the company at Unit level for the purposes of receiving and processing claims for compensation under the present Guidelines.

   e) **Victim:** Any person who suffers permanent disablement or dies in an accident as defined in these Guidelines.

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

5. **Detailed Accident Report:** The report prepared by the police within a period of 30 days from the date of incident as per Schedule I of this guidelines.

   Explanation: For the purposes of the preparation of the detailed accident report, the word "injury" as referred in Schedule I refers to "Permanent disability" as mentioned in clause 4(f) of the Guidelines.

6. **Extent of Liability:** On the occurrence of any "accident" as defined under these Guidelines, the Company shall whether or not there has been any wrongful act, neglect or default on its part and notwithstanding anything contained in any other law, be liable to pay compensation in respect of each of the victims to such extent as prescribed below:

(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)**

7. **Procedure for settlement of claims in respect of compensation**

a) The victim or his/her dependents would make an application within a period of 90 days of the accident to the Designated Officer under whose jurisdiction the accident had occurred. The application should be accompanied by the following documents:

i. Proof of age of the victim
ii. Death certificate of the victim

OR

Permanent disability certificate issued by the Medical Board authorized by the Government.

iii. Certified copy of FIR lodged in respect of the accident.
iv. Proof of applicant's relation with the victim/Dependency Certificate.

The Designated Officer may seek any further documents for settlement of claim to its satisfaction.

Provided that where there are more than one dependents, the Applicant must mention their name, addresses and relations with the victim and the Designated officer may at its own discretion issue notices to all dependents before releasing the compensation.

b) The Designated Officer on receipt of above application shall take into consideration the Detailed Accident Report submitted by the Police Authority would process the claim of compensation on priority basis but would not take more than 30 days for disposing off the same in any case.

c) The Designated Officer, in case where no application is received from the victim/dependents of victims, may on receipt of the detailed accident report proceed suo-moto to initiate the process for consideration for grant the compensation to the victim/dependents of victim.

d) On issuance of guidelines, all contracts/agreement with contract value of ₹5,00,000 or above, which are entered into by the Company with any contractor, agency or firm for 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 etc. would invariably include a clause whereby any compensation paid under these

guidelines shall be recoverable from such contractor, agency or firm, if the accident is attributable to negligence of contractor, agency or firm or any of its employees.

In case the accident is not attributable to negligence of contractor, agency or firm or any of its employees, the same shall be paid by the Company with the approval of Unit Head (Not below ED/ GM I/C) and shall not be recoverable from contractor/ agency.

In the event that work / service contract etc. is of value being less than ₹5,00,000.00 or in case the works/ service contracts are executed by the Company directly and no third party i.e. contractor(s)/ service provider(s), is involved in the works/ service contracts being executed, the compensation under these guidelines, shall be paid by the Company, with the approval of the Head of Unit (Not below ED / GM I/C level).

In other accident cases arising out of works carried out for the company or carried out by the company itself but not covered under conditions as mentioned above, the compensation under these guidelines shall be paid by the company with the approval of Director (HR) & Director (Fin).

e) In no case a claim for appointment of any of the dependents on the compassionate grounds would be entertained by the Company.

8. Method of Disbursement of compensation

i. The amount of compensation so awarded shall be deposited in a Nationalized Bank or if the branch of a Nationalized Bank is not in existence, it shall be deposited in the branch of a scheduled commercial bank, in the joint or single name of the victim/dependent(s). Out of the amount so deposited, 75% (seventy-five percent) of the same shall be put in a fixed deposit for a minimum period of one year and the remaining 25% (twenty five percent) shall be available for utilization and initial expenses by the victim/dependent(s) as the case may be.

ii. In the case of a minor, 75% of the amount of compensation so awarded shall be deposited in the fixed deposit account and shall be drawn only on attainment of the age of majority, but not before one year of the deposit. Provided that in exceptional cases, amounts may be withdrawn for educational or medical needs of the beneficiary at the discretion of the Company.

iii. The interest on the sum shall be credited directly by the bank in the savings account of the victim dependent(s) on monthly basis.

9. **Appeal:** An appeal against the decision of the Designated Officer in respect of the amount of compensation or rejection of such claim shall be made to competent authority within a period of 30 days of such decision. The Competent Authority would decide the same within 30 days of receipt of such appeal.

SCHEDULE-I

PART – I – PARTICULARS OF THE ACCIDENT		
1.	FIR NO.------, Dated and under Section	
2.	Name of Police Station	
3.	Date, Time, Place of the accident	
4.	Who reported the accident to the police	
5.	Name of the Person who took the victim to the hospital and Name of the Hospital	
6.	Whether any Hospital denied treatment to the Victim?	
7.	Nature of the accident:- (i) Whether resulted in death or injury or both? (ii) Number of persons injured/ died.	
8.	Name and Contact No. of the Investigating Officer	
9.	Name of the witnesses of the accident	
10.	Description of the accident	

PART II - IMPACT OF THE ACCIDENT ON THE VICTIMS		
1.	Death Cases: - a) Name and Address of the deceased b) Age c) Gender d) Education e) Occupation f) Income (Monthly) g) Legal Heirs / Guardian i. Name ii. Relationship iii. Age iv. Address v. Contact No.	
2.	Injury Cases (permanent disablement) a) Name and address of the injured b) Age c) Gender d) Education e) Occupation f) Income (monthly) g) Details of family dependent of the victim MLC No. h) Nature of injuries i) Name of Hospital where the injured treated j) Whether victim refused medical treatment	

	k) Period of hospitalization l) Period of treatment m) Whether treatment continuing n) Name, address and contact number of the doctor (s) who treated the injured o) Whether the injured underwent any surgery? If yes, then give particulars. p) Whether suffered any permanent disability q) Expenditure incurred on treatment conveyance, special diet, attendant etc. Give details, if available. r) Whether the injures got reimbursement of medical expenses from his employer or under a mediclaim policy. Give details, if available. s) Whether the injured was provided cashless treatment by the Insurance Company? Give details, if available.	
3.	Any other relevant information.	

PART III - RELEVANT DOCUMENTS TO BE ATTACHED		
1.	First Information Report	
2.	Photographs of the scene of the accident from all angles	
3.	Statement of the witnesses recorded by the Police.	
4.	Scientific report, if the Victim was under the influence of any liquor/drugs	
5.	In case of Death: a) Post Mortem Report b) Death Certificate c) Photograph and proof of the identity of the Dead d) Proof of legal representatives of the deceased. e) Photograph, specimen, signatures attested by the bank and identity proof of the legal representatives of the deceased. f) Treatment of the deceased with name and address of the Hospital g) Bank account No. of the legal representatives of the deceased.	
6.	In case of injury a) MLC b) Multi angled photographs of the injured c) Photograph, specimen, signatures attested by the bank and identity proof of the injured.	

	d) Disability certificate	
7.	Any other relevant information.	

VERIFICATION

Verified at _____ on this _____ of _____ that the contents of the above report are true and correct and the documents mentioned in Part –III have been verified.

Station House Officer

(Name and Stamp)

Assistant Commissioner of Police

(Name and Stamp)

EIL/Owner may impose stoppage of work without any cost & time implication to the Owner and/or impose a suitable penalty.

The amount of penalty to be levied against defaulted Contractor shall be up to a cumulative limit of

2.0% (Two percent) of the contract value for Item Rate or Composite contracts with an overall ceiling of 1, 00, 00, 000 (Rupees One crore)

0.5% (Zero decimal five percent) of the contract value for LSTK, OBE, EPC, EPCC or Package contracts with an overall ceiling of 10, 00.00.000 (Rupees ten crores)
This penalty shall be in addition to all other penalties specified elsewhere in the contract. The decision of imposing stop-work-instruction and imposition of penalty shall rest with EIL/Owner. The same shall be binding on the Contractor. Imposition of penalty does not make the Contractor eligible to continue the work in unsafe manner.
The amount of penalty applicable for the Contractor on different types of HSE violations is specified below:

Sl. No.	Violation of HSE norms	Penalty Amount
1.	For not using personal protective equipment (Helmet, Shoes, Goggles, Gloves, Face shield, Boiler suit, etc.)	Rs.500/- per day/ Item / Person.
2.	Working without Work Permit/Clearance	Rs.20,000/- per occasion
3	Execution of work without deployment of requisite field engineer / supervisor at work spot	Rs.5,000/- per violation per day
4.	Unsafe electrical practices (not installing ELCB, using poor joints of cables, using naked wire without top plug into socket, laying wire/cables on the roads, electrical jobs by incompetent person. etc.)	Rs.10,000/- per item per day.
5.	Working at height without full body harness, using non-standard/ rejected scaffolding and not arranging fall protection arrangement as required, like hand-rails, life-lines, Safety Nets etc.	Rs.10,000/- per case per day.
6.	Unsafe handling of compressed gas cylinders (No trolley, jubilee clips double gauge regulator, and not keeping cylinders vertical during storage/handling, not using safety cap of cylinder).	Rs.500/- per item per day.
7.	Use of domestic LPG for cuting purpose / not using flash back arresters on both the hoses/tubes on both ends.	Rs.3,000/- per occasion.
8.	No fencing/barricading of excavated areas / trenches.	Rs.3,000/- per occasion.
9.	Not providing shoring/strutting/proper slope and not keeping the excavated earth at least 1.5M away from excavated area.	Rs.5,000/- per occasion.
10.	Non display of scaffold tags, caution boards, list of hospitals, emergency services available at work locations.	Rs.1,000/- per occasion per day
11.	Traffic rules violations like over speeding of vehicles, rash driving, talking on mobile phones during vehicle driving, wrong parking, not using seat belts, vehicles not fitted with reverse horn / warning alarms / flicker lamps during foggy weather.	Rs.2,000/- per occasion per day

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Sl. No.	Violation of HSE norms	Penalty Amount
12.	Absence of Contractor's RCM/ SIC or his nominated representative (prior approval must be taken for each meeting for nomination) from site HSE meetings whenever called by EIL/Owner& failure to nominate his immediate deputy (in the site-organogram) for such HSE meetings.	Rs.10,000/- per meeting.
13.	Failure to maintain HSE records by Contractor Safety personnel, in line with approved HSE Plan/Procedures/Contract specifications.	Rs.10,000/- per month.
14.	Failure to conduct daily site safety inspection (by Contractor's safety engineers/safety officers), internal HSE meeting, internal HSE Awareness/ Motivation Program, Site HSE Training and HSE audit at predefined frequencies (as approved in HSE Plan).	Rs.10,000/- per occasion.
15.	Failure to submit the monthly HSE report by 5th of subsequent month to Project's Engineer-in-Charge/ Owner	Rs.10,000/- per occasion and Rs. 1,000/- per day of further delay.
16.	Poor House Keeping	Rs.5,000/- per occasion per subject
17.	Failure to report &follow up accident (including Near Miss) reporting system within specific time-frame.	Rs.20,000/- per occasion
18.	Degradation of environment (not confining toxic spills, spilling oil/ lubricants onto ground)	Rs.10,000/- per occasion
19.	Not medically examining the workers before allowing them to work at height / to work in confined space / to work in shot-blasting / to work for painting / to work in bitumen or asphalt works, not providing ear muffs while allowing them to work in noise polluted areas, made them to work in air polluted areas without respiratory protective devices, etc.	Rs.5,000/- per occasion per worker
20.	Violation of any other safety condition as per job HSE plan / work permit and HSE conditions of contract (e.g. using crowbar on cable trenches, improper welding booth, not keeping fire extinguisher ready at hot work site, unsafe rigging practices, non-availability of First-Aid box at site, not providing dead man handle switch for blasting, whiplash arrestor for the compressor line, not using hood with respiratory devices by blaster for shot//grit blasting, etc.)	Rs.5,000/- per occasion
21.	Penalty for non-deployment of ambulance in case of man-power more than 400 or not providing dedicated emergency vehicle in case of man-power less than 400.	Rs.3,000/- per day
22.	Failure to carry-out Safety audit in time (internal & external), close-out of identified shortfalls of Observations of Safety Aspects(OSA), etc.	Rs.20,000/- per occasion
23.	Carrying out sand blasting instead of grit/shot blasting.	Rs.50,000/- per day

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Sl. No.	Violation of HSE norms	Penalty Amount
24.	Failure to deploy adequately qualified and competent Safety Officer	Rs.10,000/- per day per Officer
25.	Utilization of hydra/back-hoe loader for material shifting or any other unauthorized /unsafe lifting works	Rs.25,000/- per occasion
26.	Any Fatal Accident	Rs.10,00,000/- per fatality
26.	Any violation not covered above	To be decided by EIL/Owner.

- The Contractor shall make his field engineers/supervisors fully aware of the fact that they keep track with the site workmen for their behavior and compliance of various HSE requirements. Safety lapses / defects of project construction site shall be attributable to the concerned job supervisor / engineer of the Contractor, (who remains directly responsible for safely executing field works). For repeated HSE violations, concerned job supervisor / engineer shall be reprimanded or appropriate action, as deemed fit, shall be initiated (with an information to EIL & Owner) by the concerned Contractor.

Contractor shall initiate verbal warning shall be given to the worker/employee during his first HSE violation. A written warning shall be issued on second violation and specific training shall be arranged / provided by the Contractor to enhance HSE awareness/skill including feedback on the mistakes/ flaws. Any further violation of HSE stipulations by the erring individuals shall call for his forthright debar from the specific construction site. A record of warnings for each worker/employee shall be maintained by the Contractor, like by punching their cards / Gate passes or by displaying their names at the Project entry gate. Warnings, penalizations, appreciations etc. shall be discussed in HSE Committee meetings by site Head of the Contractor.

3.1.14 Accident/ Incident investigation

All accidents/incidents shall be informed to EIL/Owner at least telephonically by Contractor immediately and in writing within 24 hours on Format No. HSE-2 as applicable, by Contractor. Thereafter, a Supplementary Accident/Incident investigation Report on Format No. HSE-3 shall be submitted to EIL/Owner within 72 hours. Near Miss incident(s), Dangerous accidents/incident shall also be reported on Format No. HSE-4 within24 hours. The accident/ incident shall be investigated by a team of Contractor's senior Site personnel (involving Site-in-Charge or at least by his deputy) for establishing root-cause and recommending corrective & preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to EIL/Owner. Owner/EIL shall have the liberty to independently investigate such occurrences and the Contractor shall extend all necessary help and cooperation in this regard. EIL/Owner shall have the right to share the content of this report with the outside world.

3.2 House Keeping

The Contractor shall ensure that a high degree of housekeeping is maintained and shall ensure inter-alia: the followings:

a) All surplus earth and debris are removed/ disposed-off from the working areas to designated location(s).
b) Unused/ surplus cables, steel items and steel scrap lying scattered at different places within the working areas are removed to identify location(s).
c) All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified location(s).

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SPECIAL CONDITIONS OF CONTRACT (SCC)

(Document No PS:MSX:SCC)

BHARAT HEAVY ELECTRICALS LIMITED

SPECIAL CONDITIONS OF CONTRACT (SCC)
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1.0	**INTENT OF THE SPECIFICATION**
1.1	The intent of this erection specification is to provide services for execution of the project according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards installation of the plant shall not relieve the contractor of the responsibility of providing such services / facilities to complete the work or portion of work awarded to him. The quoted / accepted rates / price shall deem to be inclusive of all such contingencies.
1.2	The work shall conform to dimensions and tolerances given in various drawings and documents that will be provided during erection. If any portion of works is found to be defective in workmanship and not conforming to drawings / documents or other stipulations, the contractor shall dismantle and re-do the work duly replacing the defective materials at their own cost, failing which recoveries, as determined by BHEL, shall be effected from contractor's bills.
1.3	It is not the intent of this specification to specify herein all the details of erection and commissioning. However, the system shall conform in all respects to high standards of quality and workmanship for performing the required duties in a manner acceptable to purchaser who will interpret the meaning of drawings and specifications and shall be entitled to reject any work or material, which in his judgments is not in full accordance herewith.
1.4	The omission of specific reference to any fabrication / erection or other method, equipment or material necessary for proper and efficient working of the plant shall not relieve the tenderer of the responsibility of providing such facilities to complete the work at quoted rates. Any mismatch/ defect found due to mistake in fabrication / erection shall have to be rectified by the vendor free of cost. Inspection by BHEL/Customer does not relieve vendor of his responsibility of executing quality erection.
1.5	The work covered under this specification is of highly sophisticated nature, requiring the best quality workmanship, supervision, engineering and construction management. The contractor should ensure proper planning and successful and timely completion of the work to meet the overall project schedule. The contractor must deploy adequate quantity of tools & plants, modern / latest construction aids etc. He must also deploy adequate trained, qualified and experienced supervisory staff and skilled personnel.

1.6	Contractor shall erect and commission all the equipments and auxiliaries as per the sequence & methodology prescribed by BHEL depending upon the technical requirements. Availability of materials and fronts will decide this. BHEL Engineer's decision regarding correctness of the work and method of working shall be final and binding on the contractor. No claims for extra payment from the contractor will be entertained on the ground of deviation from the methods / sequence adopted in erection of similar sets elsewhere.
1.7	Following shall be the minimum responsibility of contractor and have to be provided within finally accepted rates / prices:
1.7.1	Provision as required of all types of labour, supervisors, engineers, watch and ward, tools & tackles, calibrated MMEs (Monitoring and Measuring Equipment) as specified and otherwise required for the work, consumables for erection, testing and commissioning including material handling
1.7.2	Achieving Proper out-turn / Turn-over as per BHEL plan and commitment.
1.7.3	Completion of work as per BHEL Schedule
1.7.4	Good quality and accurate workmanship for proper performance of the equipment
1.7.5	Repair and rectification
1.7.6	Preservation / Re-conservation of all components during storage / erection / commissioning till handing over.

2.0	**GENERAL SERVICES TO BE RENDERED BY THE BIDDER**
2.1	Services for construction, fabrication, equipment erection testing as well as trial run & commissioning of various equipment and accessories under the contract shall include but not be limited to the following:
2.2	Issuing materials from store/open yard from time to time for erection as per the construction programme. The Contractor shall be the custodian of all the materials issued till the plant/equipment is officially taken over by the owner / BHEL after complete erection any successful trial run & commissioning.
2.3	Transport of material to their respective places of erection and erection of the complete plant & equipment as supplied under this specification.
2.4	Trial run and commissioning of individual equipment / sub-systems to the satisfaction of Owner/BHEL.
2.5	Deployment of all skilled and unskilled manpower required for erection, supervision of erection, watch & ward, commissioning and other services to the rendered under this specification.
2.6	Deployment of all erection tools & tackle, construction machinery, transportation vehicles and all other implements in adequate number and size, appropriate for the erection work to be handled under scope of this specification except otherwise specified.
2.7	Supply of all consumables, eg welding electrodes, cleaning agents, diesel oil, lubricant etc as well as materials required for temporary supports, scaffolding etc as necessary for such erection work, unless specified otherwise.
2.8	Providing support services for the contractor's erection staff eg construction of site offices, temporary stores, residential accommodation and transport to work site for erection personnel, watch and ward for security and safety of the materials under the Contractor's custody etc. as required.
2.9	Maintaining proper documentation of all the site activities undertaken by the Contractor as per the proforma mutually agreed with BHEL, Submission of monthly progress reports and any such document as and when desired by BHEL/owner, taking approval of all statutory authorities i.e Boiler Inspector, Factory Inspector, Inspector of Explosives etc , as applicable for respective portions of work fall under the jurisdiction of such statutes of laws.
2.10	Any other service, although not specifically called for but required for a contract of the size and nature indicated in the specification.

3.0	**GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)**
3.1	Except where otherwise specified, the plant/equipment shall comply with the appropriate Indian Standard or an agreed internationally accepted Standard Specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the Bidder shall give all particulars and details as necessary, to enable BHEL to identify all of the plant/equipment in the same detail as would be possible had there been a Standard Specification.
3.2	Where the Bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard Specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
3.3	In the event of any conflict between the codes and standards referred above, and the requirements of this specification, the requirements which are more stringent shall govern.
3.4	Tools used during erection and commissioning shall not be accepted except with the specific approval of the Engineer.

4.0	**OBLIGATIONS OF CONTRACTOR**
4.1	**CONSUMABLES & OTHER ITEMS**
4.1.1	The contractor shall provide within finally accepted price / rates, all consumables (excepting those indicated in BHEL scope) like welding electrodes (including alloy steel and stainless steel), filler wires, TIG filler wires (over & above as supplied by the unit along with the plant materials, which will be given free of cost to bidder), gases (inert, welding, cutting), soldering material, dye penetrants, radiography films, etc. Other erection consumables such as tapes, jointing compound, grease, mobile oil, M-seal, Araldite, petrol, CTC / other cleaning agents, grinding and cutting wheels are to be provided by the contractor. Steel, packers, shims, wooden planks, scaffolding materials hardware items etc required for temporary works such as supports, scaffoldings are to be arranged by the contractor. Sealing compounds, gaskets, gland packing, wooden/concrete sleepers, for temporary work, required for completion of work except those which are specifically supplied by manufacturing unit are also to be arranged by the contractor.
4.1.2	All the shims, gaskets and packing, which go finally as part of plant equipment, shall be supplied by BHEL free of cost.
4.1.3	It shall be the responsibility of the contractor to plan the activities and store sufficient quantity of consumables. Non-availability of any consumable materials or equivalent suggested by BHEL cannot be considered as reason for not attaining the required progress or for additional claim.
4.1.4	Not Applicable
4.1.5	It shall be the responsibility of the contractor to obtain prior approval of BHEL, regarding suppliers, type of electrodes etc before procurement of welding electrodes. On receipt of electrodes at site these shall be subjected to inspection and approval by BHEL. The contractor shall inform BHEL details regarding type of electrodes, batch number, date of expiry etc and produce test certificate for each lot / batch with correlation of batch / lot number with respective test certificate. No electrode without a valid test certificate will to be used.
4.1.6	BHEL reserves the right to reject the use of any consumable including electrodes, gases, lubricants / special consumables if it is not found to be of the required standard / make / purity or when shelf life has expired. Contractor shall ensure display of shelf life on consumable wherever required and records maintained.
4.1.7	Storage of all consumables including welding electrodes shall be done as per requirement / instruction of the Engineer by the contractor at his cost.

4.1.8	In case of improper arrangement for procurement of any consumable, BHEL reserves the right to procure the same from any source and recover the cost from the Contractor's first subsequent bill at market value plus the departmental charges of BHEL from time to time. Postponement of such recovery is normally not permitted. The decision of Engineer in this regard shall be final and binding on the Contractor.
4.1.9	All lubricants and chemicals required for pre-commissioning, commissioning, testing, preservation and lubricants for trial runs of the equipment shall be supplied by BHEL / BHEL's client. All services including labour and T&P will be provided by the contractor for handling, filling, emptying, refilling etc. The consumption of lubricants / chemicals shall be properly accounted for. Surplus material if any shall be properly stacked/ tagged and returned to BHEL/ CUSTOMER stores at no extra cost to BHEL. BHEL reserves the right to recover costs for wastage by the contractor.
4.1.10	Not Applicable
4.1.11	All charges on account of Octroi, terminal or sales tax and other duties on materials obtained from any source for carrying out the works in the scope of the contractor shall be borne by the contractor.
4.2	**TOOLS AND PLANTS / MONITORING AND MEASURING EQUIPMENT (MMEs)**
4.2.1	**T&Ps and MMEs to be provided by Contractor**
4.2.1.1	All T&Ps and MMEs excepting those specifically indicated in BHEL scope are to be provided by the Contractor. Contractor has to make his own arrangement at his cost for completing the formalities (including arrangement of Road permits, if any) if required with Sales Tax/VAT authorities, for bringing their materials, plants and equipments at site for the execution of work under this contract.
4.2.1.2	All suitable cranes, lifting and transport equipments for material handling at stores/yard/siding of BHEL/Customer are included in scope. BHEL's cranes will not be available for this purpose unless otherwise specifically permitted as per contract conditions
4.2.1.3	All T&Ps to be deployed by the contractor shall have the approval of BHEL Engineer with regard to brand, quality and specification.
4.2.1.4	Indicative list of Major T&Ps in the scope of Contractor are given in the Technical Conditions of Contract. Bidders to note that these are only indicative and as such all other T&P necessary for timely and satisfactory completion of work in scope shall be mobilized by Contractor

4.2.1.5	Timely deployment of adequate T&Ps is the responsibility of the contractor. The contractor shall be prepared to augment the T&P at short notice to match the planned programme and to achieve the milestones.
4.2.1.6	Contractor shall maintain and operate his tools and plants in such a way that major breakdowns are avoided. In the event of major breakdown, contractor shall make alternative arrangements expeditiously so that the progress of work is not hampered.
4.2.1.7	In the event of contractor failing to arrange the required tools, plants, machinery, equipment, material or non-availability of the same owing to breakdown, BHEL will make alternative arrangement at the risk and cost of the contractor. Decision of BHEL shall be final and binding on the contractor. It is not obligatory on the part of BHEL to provide any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability, BHEL/ BHEL 's Customer handling equipment and other plants may be made available to the contractor on payment of hire charges as fixed, subject to the conditions laid down by BHEL/ Customer from time to time, Unless paid in advance, such hire charges, if applicable, shall be recovered from contractor's bill /security deposit or any other due payment in one instalment.
4.2.1.8	The T&P to be arranged by the contractor shall be in proper working condition and their operation shall not lead to unsafe condition. The movements of cranes, and other equipment should be such that no damage / breakage occurs to foundations, other equipments, material, property and men. All arrangements for the movement of the T&P etc shall be the contractor's responsibility.
4.2.1.9	Use of welding generators/ rectifiers only shall be permitted for welding. Use of welding transformers will be subject to specific approval of BHEL engineer.
4.2.1.10	The contractor at his cost shall carry out periodical testing of his construction equipments. Test certificates shall be furnished to BHEL.
4.2.1.11	Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, manila ropes, winches and slings etc. History card and maintenance records for major T&Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required. Fitness certificate / Test Certificates of T&P shall have to be submitted before it is put in use. Identification for such T&Ps will be done as per BHEL Engineer's advice. BHEL reserves the right to permit only new slings up to 20 mm and lifting tackles up to 3 MT capacities.

4.2.1.12	Contractor shall ensure deployment of reliable and calibrated MMEs (Inspection measuring and Monitoring equipment). The MMEs shall have test / calibration certificates from authorized / Government approved / accredited agencies traceable to National / International standards. Each MME shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to BHEL Engineer for control.
4.2.1.13	Re-testing/ re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price. The contractor will also have alternate arrangements for such MME so that work does not suffer when the particular instrument is sent for calibration. If any MMEs not found fit for use, BHEL shall have the right to stop the use of such item. It will be necessary for the contractor to deploy proper item. Any readings taken by the defective instrument will be recalled and repeat the readings taken by that instrument with a proper one. In case he fails to do so, BHEL may deploy MMEs and retake the readings at contractor's cost.
4.2.1.14	BHEL shall have lien on all T&P, MMEs and other equipment of the contractor brought to the site for the purpose of erection, testing and commissioning. BHEL shall continue to hold the lien on all such items throughout the period of contract / extended period. The contractor and/ or his sub-contractors, without the prior written approval of the Engineer, shall remove no material brought to the site.
4.2.1.15	The month wise T&P deployment plan to execute the work is to be submitted as per relevant format as per the instruction of BHEL. It shall be the contractor's responsibility to deploy the required T&P, for timely and successful completion of the job, to any extent.
4.2.2	Not Applicable

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.

5.10	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.
5.12	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.
5.13	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	**MATERIAL HANDLING, STORAGE AND PRESERVATION ETC**
6.1	**MATERIAL HANDLING AND STORAGE**
6.1.1	All the equipments/ materials furnished under this contract shall be received from the project stores, sheds / storage yards and transported to pre assembly area / erection site and stored in the storage spaces in a manner so that they are easily retrievable till the contractor erects them. **While drawing/lifting material from BHEL / customer stores, the contractor shall ensure that the balance / other materials are stacked back immediately. No claim is admissible on this account**
6.1.2	While BHEL will endeavor to store / stack / identify materials properly in their open / close / semi closed / tarpaulins covered storage yard / shed, it shall be contractor's responsibility to assist BHEL in identifying materials well in time for erection. They should take the delivery of the same, following the procedure indicated by BHEL, and transport the material safely to pre-assembly yard / erection site in time, according to program.
6.1.3	The contractor shall take delivery of components, equipment / consumables from storage area after getting the approval of BHEL Engineer on standard indent forms.
6.1.4	The contractor shall identify and deploy necessary Engineers / supervisors / workmen for the above work in sufficient number as may be needed by BHEL, for areas covering their scope.
6.1.5	All the equipment shall be handled very carefully to prevent any damage or loss. No untested wire ropes / slings etc. shall be used for unloading / handling. The equipment shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the stores shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.
6.1.6	Contractor shall ensure that while lifting slings shall be put over the points indicated on the equipment or as indicated in the manufacturer's drawings. Slings / shackles of proper size shall be used for all lifting and rigging purposes. All care shall be taken to safe guard the equipment against any damage. Dragging of piping / valves should be avoided. In case of any damage the cost shall be covered from the contractor.
6.1.7	Approach road conditions from the stores/ yards to the erection site may not be equipped and ideal for smooth transportation of the equipment. Contractor may have to be adequately prepared to transport the materials under the above

	circumstances without any extra cost. The contractor may familiar himself with soil conditions at site.
6.1.8	Contractor shall be responsible for examining all the plant and materials issued to him and notify the Engineer immediately of any damage, shortage, discrepancy etc. before they are moved out of the stores / storage area. The contractor shall be solely responsible for any shortages or damages in transit, handling, storage and erection of the equipment once received by him. As the erection work will be spread in different areas/ locations of the project, contractor has to arrange sufficient number of watch / ward personal to avoid any pilferage of material
6.1.9	The contractor shall maintain an accurate and exhaustive record-detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the engineer at any time.
6.1.10	All the material in the custody of contractor and stored in the open or dusty locations must be covered with suitable weather proof / fire retardant covering material wherever applicable and shall be blocked up on raised level above ground. All covering materials including blocks and sleeper shall be arranged by the contractor at his cost.
6.1.11	If the material belonging to the contractor are stored in area other than those earmarked for his operation the engineer will have the right to get it moved to the area earmarked for the contractor at the contractors risk and cost.
6.1.12	The contractor shall be responsible for making suitable indoor storage facilities to store all equipment (drawn by the contractor from BHEL/ customer stores), which require indoor storage till the time of their installation. The Engineer will direct the contractor in this regard, which item in his opinion will require indoor storage, and the contractor shall comply with Engineer's decision.
6.1.13	The contractor shall ensure that all surplus / damaged / scrap / unused material, packing wood / containers/ special transporting frames etc are returned to BHEL at a place in project area identified by the Engineer. The contractor will maintain an account for all items received and returned to BHEL. Any shortage in returning such items shall be chargeable to the contractor except allowable wastage for packing wood only.
6.1.14	The contractor shall hand over all parts / materials remaining extra over the normal requirement with proper identification tags to the stores as directed by the concerned BHEL engineer.

6.1.15	The contractor shall ensure that all the packing materials and protective devices installed on equipment during transit and storage are removed before installation.
6.1.16	It shall be the responsibility of the contractor to keep the work / storage areas in neat, tidy and working conditions. All surplus/unusable packing and other materials shall be removed and deposited at location(s) specified by BHEL within the project premises. If required weighing of the same within the project premises will have to be carried out.
6.2	**PRESERVATION OF COMPONENTS**
6.2.1	After taking delivery from BHEL / customer's stores, plant materials storage shall be subjected to the following protection besides other provisions indicated in these specifications elsewhere.
6.2.1.1	Items stored outdoors shall be stacked up at least six inches (6") off the ground. Items should not be stored in a low lying area where water logging is a possibility. Contractor should have sufficient numbers of wooden / concrete / steel sleepers for the job.
6.2.1.2	Motors, valves, electrical equipment, control equipment and instruments, and special or precision items requiring special care, etc shall be stored indoors. Motor windings shall be kept dry by use of external heat or space heaters.
6.2.1.3	Bearings and other wearing surfaces of plant materials shall be protected against corrosion and kept clean and should be regularly monitored.
6.2.1.4	Insulation materials shall be stored indoors or otherwise protected against getting wet/ damaged, using suitable measures and should be protected from direct rain.
6.2.2	It shall be the responsibility of the contractor to apply preservatives / touch up paints (primer) on equipment handled and erected by him till such time of final painting. It shall be contractor's responsibility to arrange for required paints (primer), thinners, labour, scaffolding materials, cleaning materials like wire brush, emery sheets, etc, cleaning of surface and provide one coat of preservatives / paints (primer) from time to time as decided by BHEL engineer. The accepted rate shall include this work also. It is to be noted that such painting may have to be done as and when required till such time the final painting is carried out.
6.2.3	The contractor shall effectively protect the finished work from action of weather and from damage or defacement and shall cover the finished parts then and there for their protection.

6.2.4	Any failure on the part of contractor to carry out works according to above clauses will entail BHEL to carry out the job from any other party and recover the cost from contractor.

7.0	**DRAWINGS AND DOCUMENTS**
7.1	The detailed drawings, specifications available with BHEL engineers will be made available to the contractor during execution of work at site. The contractor will also ensure availability of all drawings / documents at work place.
7.2	Necessary drawings to carry out the erection work will be furnished to the contractor by BHEL on loan, which shall be returned to BHEL Engineer at site after completion of work. Contractor shall ensure safe storage and quick retrieval of these documents.
7.3	The contractor shall maintain a record of all drawings and documents available with him in a register as per format given by BHEL Engineer. Contractor shall ensure use of pertinent drawings / data / documents and removal of obsolete ones from work place and returning to BHEL.
7.4	The data furnished in various annexure enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work. The contractors quoted rates shall be inclusive of the above factor
7.5	Should any error or ambiguity be discovered in the specification or information the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.
7.6	Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension / details, without specific approval of BHEL.

8.0	**INSPECTION AND QUALITY**
8.1	**Inspection, Quality Assurance, Quality Control**
8.1.1	Preparation of quality assurance log sheets and protocols with customer/ consultants/statutory authority, welding logs, NDE records, testing & calibration records and other quality control and quality assurance documentation as per BHEL engineer's instructions, is within the scope of work/specification. These records shall be submitted to BHEL/customer for approval from time to time.
8.1.2	The protocols between contractor and customer/ BHEL shall be made prior to installation for correctness of foundations, materials, procedures, at each stage of installation, generally as per the requirement of customer/ BHEL. This is necessary to ensure elimination of errors or keeping them within tolerable limits and to avoid accumulation and multiplication of errors.
8.1.3	A daily log book should be maintained by every supervisor/engineer of contractor on the job in duplicate (one for BHEL and one for contractor) for detailing and incorporating alignment/clearance / centering / leveling readings and inspection details of various equipments etc. High pressure welding details like serial number of weld joints, welders name, date of welding, details of repair, heat treatment etc. will be documented in welding log as per BHEL Engineer's instructions. Record of radiography containing details like serial number of weld joints, date of radiography, repairs, if any, re-shots etc shall also be maintained as per BHEL Engineer's instructions. **Record of heat treatments performed shall be maintained as prescribed by BHEL**
8.1.4	The performance of welders will be reviewed from time to time as per the BHEL standards. Welders' performance record shall be furnished periodically furnished for scrutiny of BHEL's Engineer. Corrective action as informed by BHEL shall be taken in respect of those welders not conforming to these standards. This may include removal/ discontinuance of concerned welder(s). Contractor shall arrange for the alternate welders immediately
8.1.5	All the welders shall carry identity cards as per the proforma prescribed by BHEL/ Customer/ Consultant. Only welders duly authorized by BHEL/ customer/ consultant shall be engaged on the work.

8.1.6	Contractor shall provide all the Measuring Monitoring Equipments (MMEs) required for completion of the work satisfactorily. These MMEs shall be of brand, quality and accuracy specified by BHEL Engineer and should have necessary calibration and other certificates as per the requirement of BHEL Engineer. Decision of BHEL Engineer regarding acceptance or otherwise of the measuring instruments/gauges/tools for the work under this specification, is final and binding on the contractor. BHEL may give an indicative list of MMEs required for this work and to be made available by the contractor. The list will be reviewed by BHEL and the contractor shall meet any augmentation needed wherever required.
8.1.7	It is the responsibility of the contractor to prove the accuracy of the testing/measuring/calibrating equipments brought by him based on the periodicity of calibration as called for in the BHEL's quality assurance standards/BHEL Engineer's instructions.
8.1.8	Any re-laying or re-termination of cables/re-erection of instruments/ recalibration of instruments etc. required due to contractor's mistake or design requirement and found at any stage inspection, shall be carried out by the contractor at no extra cost.
8.1.9	BHEL, Power Sector Regions (PSNR/PSER/PSWR/PSSR) have already been accredited with ISO 9001 certification and as such this work is subject to various audits to meet ISO 9001 requirements. One particular aspect which needs special mention is about arrangement of calibration of instruments by the contractor. Contractor shall ensure deployment of reliable and calibrated MMEs (Measuring and Monitoring Equipments). The MMEs shall have test / calibration certificates from authorised / Government approved / Accredited agencies traceable to National / International Standards. Re-testing / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price. The contractor will also have alternate arrangements for such MMEs so that work does not suffer when the particular equipment / instrument is sent for calibration. Also if any MMEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the contractor to deploy proper item and recall ie repeat the readings taken by that instrument, failing which BHEL may deploy MME and retake the readings at Contractor's cost.
8.1.10	Re-work necessitated on account of use of invalid MMEs shall be entirely to the contractor's account. He shall be responsible to take all corrective actions,

	including resource augmentation if any, as specified by BHEL to make-up for the loss of time.
8.1.11	In the courses of erection, it may become necessary to carry repeated checks of the work with instruments recently calibrated, re-calibrated. BHEL may counter/ finally check the measurements with their own MMEs. Contractor shall render all assistance in conduct of such counter/final measurements.
8.1.12	Total Quality is the watchword of the work and Contractor shall strive to achieve the Quality Standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and Quality Standards.
8.2	**Stage Inspection By FES/QA Engineers**
8.2.1	Apart from day-to-day inspection by BHEL Engineers stationed at Site and Customer's Engineers, stage inspection of equipments under erection and commissioning at various stages shall also be conducted by teams of Engineers from Field Engineering Services of BHEL's Manufacturing Units, Quality Assurance teams from Field Quality Assurance, Unit/Factory Quality Assurance and Commissioning Engineers from Technical Services etc. Contractor shall arrange all labour, tools and tackles etc along with proper access for such stage inspections free of cost.
8.2.2	Any modifications suggested by BHEL FES and QA Engineers' team shall be carried out. Claims of contractor, if any, shall be dealt as per Section 13, and provided such modifications have not arisen for reasons attributable to the contractor.
8.3	**Statutory Inspection of Work**
8.3.1	The work to be executed under these specifications has to be offered for inspection, at appropriate stages of work completion, to various statutory authorities for compliance with applicable regulations. The work related statutory inspections, though not limited to, are as under: 1) Inspectorate of Steam Boilers and Smoke Nuisance 2) Electrical Inspector 3) Factory Inspector, Labour Commissioner, PF Commissioner and other authoritiy connected to this project work The scope includes getting the approvals from the statutory authorities, which includes arranging for inspection visits of statutory authority periodically as per

	BHEL Engineer's instructions, arranging materials for ground inspection, taking rub outs for the pressure parts to be offered for inspection, submitting co-related inspection reports, documents, radiographs etc and following up the matter with them. Contractor shall also make all arrangements for offering the Products / Systems for inspection at location, as applicable, to the concerned authority.
8.3.2	Not Applicable
8.3.3	Not Applicable
8.3.4	Not Applicable
8.4	The Quality Management System of BHEL, Power Sector Regions (PSNR/ PSER/ PSWR/ PSSR) have already been certified and accredited under ISO 9002 standards in this regard. The basic philosophy of the Quality Management System is to define the organizational responsibility, work as per documented procedures, verify the output with respect to acceptance norms, identify the non-conforming product/ procedure and take corrective action for removal of non-conformance specifying the steps for avoiding recurrence of such non-conformities, & maintain the relevant quality records. The non-conformities are to be identified through the conduct of periodical audit of implementation of quality systems at various locations/stages of work. Suppliers/vendors of various products/services contributing in the work are also considered as part of the quality management system. .as such the contractor is expected not only to conform to the quality management system of BHEL but also it is desirable that they themselves are accredited under any quality management system standard.
8.5	**Field Quality Assurance**
8.5.1	Contractor shall carry out all activities conforming to the approved Field Quality Plan (FQP) as revised from time to time. Total quality shall be the watchword of the work and contractor shall strive to achieve the quality standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and quality standards. Contractor shall provide the services of quality assurance engineer as per the relevant clauses.
8.6	Contractor has to fulfil quality requirement as per this chapter. In case of any gap in fulfilling these requirements by the contractor, financial penalty shall be imposed on the contractor with the rate mentioned in the "MEMO for penalty imposition against non-compliance in Quality area" enclosed as Annexure-IV.

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 organise/ plan/ perform all their activities to meet with the applicable requirements of these standards.
9.1	**HSE (Health, Safety & Environment):** 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) Please see the attached document
9.2	In case of any financial deduction made by Customer for lapses of safety other than what is provided above or elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract.

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	Release of payment in each running bill including PVC Bills where ever applicable will be restricted to 95% of the value of work admitted as per stages of progressive pro rata payments.
10.4	The 5% thus remaining shall be treated as 'Retention Amount' and shall be released as per terms specified in the General Conditions of Contract.
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.

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

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.
12.2	Suspension could be in the form of 'Hold', 'De-listing' or 'Banning' a contractor.
12.3	A bidder may be put on HOLD for a period of 6 months, for future tenders for specific works on the basis of one or more of the following reasons: a) Bidder does not honour his own offer or any of its conditions within the validity period. b) Bidder fails to respond against three consecutive enquires of BHEL. c) After placement of order, Bidder fails to execute a contract. d) Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence. e) Bidder's performance rating falls below 60% in specific category (more fully described in chapter 'Performance Monitoring') f) Bidder works are under strike/ lockout for a long period.
12.4	A Bidder may be de-listed from the list of registered Bidders of the region for a period of 1 year on the basis of one or more of the following reasons:- a) Bidder tampers with tendering procedure affecting ordering process or commits any misconduct which is contrary to business ethics. b) Bidder has substituted, damaged, failed to return, short returned or unauthorizedly disposed off materials/ documents/ drawings/ tools etc of BHEL. c) Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.
12.5	A Bidder can be banned from doing any business with all Units of BHEL for a period of 3 years on the basis of one or more of the following reasons: a) Bidder is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to BHEL's interest. b) In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements. c) Bidder is found to be involved in cartel formation

	d) The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc which are contrary to business ethics. e) The Bidder is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. f) The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes. g) Bidder is found to have obtained Official Company information/ documentation by questionable means. h) Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.
12.6	Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
12.7	All existing contracts with a 'BANNED' contractor shall normally be short closed
12.8	Once the order for suspension is passed, existing offers/new offers of the contractor shall not be entertained
12.9	The above guidelines are not exhaustive but enunciate broad principles governing action against contractors

Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Sector- Northern Region

Rev. 01

BHEL/PSNR/Site..... Dated: _____

MEMO for imposition of penalty against non-compliances in Quality area

The Lapse as tick marked below has been observed in your area and penalty is being imposed as per the details mentioned at the bottom of this memo:-

S. No	Nature of non- compliance	Penalty (in Rs.)	Remarks
1.	Non availability of required no. of Quality Engineers/NDT certified person as per contract	1000	Per Person
Calibration:-			
2.	Use of IMTEs without having valid calibration certificate	1000	Per equipment per instance
3.	Use of NDT equipment, welding equipment's without having valid calibration certificate, condition not as per requirement	1000	Per equipment per instance
Welding & NDT area:-			
4.	Un qualified Welder carrying out weld/ tack weld	1000	Per welder per instance
5.	Not using portable oven	500	Per welder per instance
6.	Not using electrodes pre- baked in master oven/ approved make of electrodes/correct electrodes as per EWS/ WPS	500	Per instance
7.	Non- removal of slag and spatters after welding	200	Per Joint
8.	Not using NDT equipment as prescribed in the manual/contract/guidelines	1000	Per equipment per instance
9.	Welder doing welding without job card	500	Per instance
10.	Discrepancy observed in the RT taken of weld joints vs RT offered	2000	Per joint
Material management:-			
11.	Mismatch of location of material in store area wrt in Stock register	200	Per instance
12.	Non- compliance of preservation of material as per storage & preservation manual	1000	Per equipment
13.	Non verification of material within stipulated time as per contract	500	Per instance
Other Areas:-			
14.	Painting without surface cleaning	500	Per instance
15.	Not attending Quality meeting by the nominated member	1000	Per meeting

Details of non- compliance (Name of Sub contractors, persons, description of deficiency, etc.)

_____

_____

Penalty imposed:-

1, Rate as per above chart_____

2. No. of Persons/ equipment/ instance/ Joint/ welder/meeting. _____

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

Signature

(Witnessed by Sub- Contractor representative)
Name_____

(Witnessed by PSNR Personnel)
Name_____

Distribution: 1. Sub- contractor
2. Head (Quality & Safety)/ BHEL PSNR

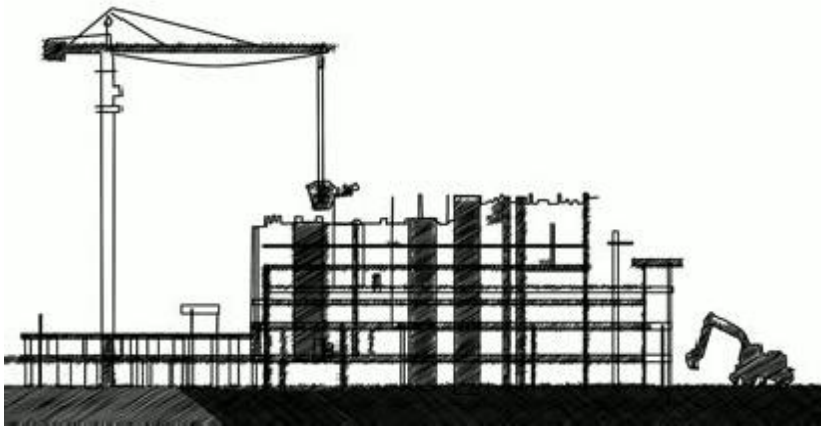
HEALTH, SAFETY and ENVIRONMENT PLAN

for

SITE OPERATIONS

by

SUB-CONTRACTORS



POWER SECTOR

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

PLAN

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

PROVIDE

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

TRAIN

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

COMMUNICATE

HSE COMMUNICATION	
Incident Reporting • Accident- Fatal & Major • Property damage • Near Miss	**Event Reporting** • Celebrations • Training • Medical camp

EXECUTE SAFELY

OPERATIONAL CONTROL PROCEDURES

PERMIT TO WORK

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

SAFETY DURING WORK EXECUTION	
• 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	

CHECKS

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

NON CONFORMANCE

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.

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)	IOM No. **PSHQHSE/MONREP/02** Dated 08-Jan-2020	Rohit Kumar	Santosh Nair, GM (MSX & HSE)	

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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.

HSE TARGETS

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

4.0 BHEL POWER SECTOR HEALTH, SAFETY & ENVIRONMENT POLICY

Power Sector HSE Policy

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

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

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

Sd/-

Date: 01.05.2013 **Director (Power)**

5.0 MEMORANDUM OF UNDERSTANDING:

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

Memorandum of Understanding

BHEL, Power Sector_____Region is committed to Health, Safety and Environment Policy (HSE Policy).

M/s_____do hereby also commit to comply with the same HSE Policy w h i l e executing the Contract Number _____

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

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

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

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

Name :

Place & Date:

6.0 TERMS AND DEFINITIONS

6.1 DEFINITIONS

6.1.1 INCIDENT

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

6.1.2 NEAR MISS

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

6.1.3 MAN-HOURS WORKED

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

6.1.4 FIRST AID CASES

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

6.1.5 LOST TIME INJURY

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

6.1.6 MEDICAL CASES

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

6.1.7 TYPE OF INCIDENTS & THEIR REPORTING:

The three categories of Incident are as follows:

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

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

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

6.1.8 TOTAL REPORTABLE FREQUENCY RATE

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

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

6.1.9 SEVERITY RATE

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

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

6.1.10 INCIDENCE RATE

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

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

7.0 HSE ORGANISATION

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

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

7.1 QUALIFICATION FOR HSE PERSONNEL

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

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

7.2 RESPONSIBILITIES

7.2.1 SITE IN -CHARGE OF SUBCONTRACTOR

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

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

7.2.2 HEALTH, SAFETY AND ENVIRONMENT OFFICER OF SUBCONTRACTOR

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

8.0 PLANNING BY SUBCONTRACTOR

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

8.1 MOBILISATION OF MACHINERY/EQUIPMENT/TOOLS BY SUBCONTRACTOR

- As a measure to ensure that machinery, equipment and tools being mobilized to the construction site are fit for purpose and are maintained in safe operating condition and complies with legislative and owner requirement, inspection shall be arranged by in-house competent authority for acceptance as applicable.

- The machinery and equipment to be embraced for this purpose shall include but not limited to the following:

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

- Subcontractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the condition under which such equipment or container may be handled and used during the performance of the works and the subcontractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction tool and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition will be entertained.

8.2 MOBILISATION OF MANPOWER BY SUBCONTRACTOR

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

8.3 PROVISION OF PPEs

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

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

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

Relevant is-codes for personal protection

IS: 2925 – 1984	Industrial Safety Helmets.
IS: 4770 – 1968	Rubber gloves for electrical purposes.
IS: 6994 – 1973 (Part-I)	Industrial Safety Gloves (Leather &Cotton Gloves).
IS: 1989 – 1986 (Part-I-II)	Leather safety boots and shoes.
IS: 5557 – 1969	Industrial and Safety rubber knee boots.
IS: 6519 – 1971	Code of practice for 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.

- 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.

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

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:

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

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

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

9.0 HSE TRAINING& AWARENESS

9.1 HSE INDUCTION TRAINING

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

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

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

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

9.2 HSE TOOLBOX TALK

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

9.3 TRAINING ON HEIGHT WORK

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

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

9.4 HSE TRAINING DURING PROJECT EXECUTION

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

- Electrical safety
- Welding, NDE & Radiological safety
- Storage, preservation & material handling.

- A matrix shall be maintained to keep an up-to-date record of attendance of training sessions carried out.

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

9.5.1 Display of HSE posters and banners

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

9.5.2 Display of HSE signage

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

9.5.3 Competition on HSE and award

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

9.5.4 HSE awareness programme

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

10.0 HSE COMMUNICATION

10.1 INCIDENT REPORTING

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

10.2 HSE EVENT REPORTING

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

10.3 DAILY HSE ACTIVITY REPORTING

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

11.0 OPERATIONAL CONTROL

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

LIST OF OCPs

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

11.1 HSE ACTIVITIES

HSE activities shall be conducted at site based on the HSEMSM developed by Power Sector and issued to site by Regions.
While planning for any activity the following documents shall be referred for infrastructural requirements to establish control measures:

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

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

11.2 WORK PERMIT SYSTEM

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

11.3 SAFETY DURING WORK EXECUTION

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

11.3.1 WELDING SAFETY

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

11.3.2 RIGGING

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

11.3.3 CYLINDERS STORAGE AND MOVEMENT

All gas cylinders shall be stored in upright position. Suitable trolley shall be used. There shall be flash-back arrestors conforming to IS-11006 at both cylinder and burner ends. Damaged tube and regulators must be immediately replaced. No of cylinders shall not exceed the specified quantity as per OCP
Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dragged, struck or permitted to strike each other violently.

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.

- 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 ¼ 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.

- 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.

- 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

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

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

11.6 WASTE MANAGEMENT

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

11.6.1 BINS AT WORK PLACE

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

11.6.2 STORAGE AND COLLECTION

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

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

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

11.7.2 TRAFFIC ROUTE FOR PEDESTRIANS

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

11.7.3 WORK VEHICLE

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

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

11.7.4 DAILY CHECK BY DRIVER

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

11.7.5 TRANSPORTATION OF PERSONNEL AND MATERIALS BY VEHICLES

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

11.7.6 MAINTENANCE

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

11.8 EMERGENCY PREPAREDNESS AND RESPONSE

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

- 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.

12.3 INSPECTION OF T&Ps

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

12.4 INSPECTION OF CRANES AND WINCHES

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

12.5 INSPECTION ON HEIGHT WORKING

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

12.6 INSPECTION ON WELDING AND GAS CUTTING OPERATION

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

- 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-F33.
- 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.

14.0 HSE PENALTIES

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

15.0 OTHER REQUIREMENTS

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

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

16. NON COMPLIANCE

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

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

- Legend:-

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

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

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

17.0 HSE AUDIT/INSPECTION

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

18.0 MONTHLY HSE REVIEW MEETING

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

19.0 FORMATS USED (Details available in Annexure-04)

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

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

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.

(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.

ANNEXURE 02

HSE AUDIT/INSPECTION CHECKLIST CUM COMPLIANCE REPORT

PROJECT:_____ SUBCONTRACTOR:_____

DATE : _____ OWNER :_____

INSPECTION BY:_____

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

Item	Yes	No	Remarks	Action
HOUSEKEEPING				
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				
Toe boards in place				
Adequate shoring				
Adequate access				
Others				
LADDER				
Extension side rails 1 m above				
Top of landing				
Properly secured				

Angle + 70^0 from horizontal				
Other				
HOISTS, CRANES AND DERRICKS				
Condition of cables and sheaf OK				
Condition of slings, chains, hooks OK				
Inspection & maintenance log maintained				
Outriggers used				
Signals observed and understood				
Qualified operators				
Others				
MACHINERY, TOOLS & EQUIPMENT				
Proper instruction				
Safety devices				
Proper cords				
Inspection and maintenance				
Other				
VEHICLE AND TRAFFIC				
Rules and regulations observed				
Inspection and maintenance				
Licensed drivers				
Other				
TEMPORARY FACILITIES				
Emergency instructions posted				
Fire extinguishers provided				
Fire-aid equipment available				
General neatness				
Others				
FIRE PREVENTION				
Personnel instructed				
Fire extinguishers checked				
No smoking in prohibited areas.				
Hydrants				
Clearance				
Others				
ELECTRICAL				
Proper wiring				
ELCB's provided				
Ground fault circuit interrupters				
Protection against damage				
Prevention of tripping hazards				
Other				
HANDLING & STORAGE OF MATERIALS				
Properly stored or stacked				
Passageways clear				
Other				
FLAMMABLE GASES AND LIQUIDS				
Containers clearly identified				
Proper storage				
Fire extinguisher nearby				

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.				

ANNEXURE 03

REFERENCES

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

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

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

ANNEXURE 04 : SAFETY FORMATS
&
ANNEXURE 05 : WORK PERMIT FORMATS

	POWER SECTOR **INSPECTION OF FIRST AID BOX**	FORMAT NO: HSEP:14-F01 REV NO.: 00 PAGE NO. 01 OF 02

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

Number of employees on the site: -_____

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

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

Signature of Subcontractor's Site I/C:

	POWER SECTOR	FORMAT NO: HSEP:14-F02 REV NO.: 00 PAGE NO. 1 OF 02
	HEALTH CHECK UP	

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

NAME:

History Of Past Illness	H/O Epilepsy
	H/O Drug Allergy
	H/O Diabetics/ Hypertension
	H/O Unconsciousness
Personal History	

EXAMINATION		**OBSERVATION**	
General Physical Examination			
Height	:		
Weight	:		
BMI	:		
Built And nourishment	:		
Pallor	:		
Temperature	:		
Chest Expansion	:	Inspiration	Expansion
Lymph Node Enlargement	:		
Ear, Nose, Throat	:		
Ear	:		
Nose	:		
Throat	:		

EXAMINATION		OBSERVATION	
Cardiovascular System Examination :			
Inspection	:		
Palpation	:	Pulse	BP
Auscultation (Heart Sounds)	:		
Respiratory System	:		
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

	POWER SECTOR **HSE INDUCTION TRAINING**	FORMAT NO: HSEP:14-F03 REV NO.: 00 PAGE NO. 01 OF 01

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

Sl No.	**Name**	**Designation**	**Organisation**	**Signature**

Signature of Training co-ordinator :

	POWER SECTOR **TOOL-BOX TALK**	FORMAT NO: HSEP:14-F04 REV NO.: 00 PAGE NO. 01 OF 01

Name of Site :	
Sub-Contractors Name :	
Date :	

Topic	**Name of person delivered Tool Box Talk**	**No. of Participants attended**	**Remarks**

Signature of Site I/C of Subcontractor :

	POWER SECTOR **PERSONAL PROTECTIVE EQUIPMENTS**	FORMAT NO: HSEP:14-F06 REV NO.: 00 PAGE NO. 01 OF 01

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

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

Signature of Site I/C of Subcontractor :

	POWER SECTOR **INSPECTION OF T&Ps**	FORMAT NO: HSEP:14-F07 REV NO.: 00 PAGE NO. 01 OF 01

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

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

Signature-Site Safety Officer (BHEL)	**Signature-Subcontractor/ Subcontractor's Safety Officer**

	POWER SECTOR **STATUS OF T&Ps**	FORMAT NO: HSEP:14-F08 REV NO.: 00 PAGE NO. 01 OF 01

Name of Site	
Name of Sub-Contractor	
Date of Inspection	

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

Signature of Site I/C of subcontractor:

	POWER SECTOR **INSPECTION OF CRANES AND WINCHES**	FORMAT NO: HSEP:14-F09 REV NO.: 00 PAGE NO. 01 OF 03

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

Crane Reg. No (Make/Model) _____

Name of Driver/Operator _____

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

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

WINCH

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

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

Signature of Site I/C of subcontractor :

	POWER SECTOR	FORMAT NO: HSEP:14-F10 REV NO.: 00 PAGE NO. 01 OF 02
	INSPECTION OF HEIGHT WORKING	

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

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

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

Signature of Site I/C of subcontractor :

	POWER SECTOR **INSPECTION OF WELDING AND GAS CUTTING**	FORMAT NO: HSEP:14-F11 REV NO.: 00 PAGE NO. 1 OF 02

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

Welding				
Sl.no.	Description	Yes	No	Remarks
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			

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

Signature of Site I/C of subcontractor :

	POWER SECTOR **INSPECTION OF ELECTRICAL INSTALLATION**	FORMAT NO: HSEP:14-F12 REV NO.: 00 PAGE NO. 01 OF 02

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

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

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

Signature of Site I/C of subcontractor :

	POWER SECTOR **INSPECTION OF ELEVATOR**	FORMAT NO: HSEP:14-F13 REV NO.: 00 PAGE NO. 01 OF 01

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

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

Signature-Subcontractor/ Subcontractor's Safety Officer	**Signature-Site Safety Officer (BHEL)**

	POWER SECTOR **Inspection of Excavation**	FORMAT NO: **HSEP:14-F13E** REV NO.: 00 PAGE NO. 01 OF 01

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

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

Signature-Subcontractor/ Subcontractor's Safety Officer **Signature-Site Safety Officer (BHEL)**

Sub: MEMO for Penalty for non-compliances in Safety

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

Safety Area

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

Legend: -

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

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

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

_____

Penalty imposed:

1, Rate as per above chart_____

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

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

Signature:

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

Name_____ Name_____

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

बी एच ई एल BHEL	**POWER SECTOR- HQ** **Incident Report** (To be submitted within 24 hours of time of incident)	FORMAT NO: HSEP:14-F15 REV NO.: 00 PAGE NO. 01 OF 01

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

1	NAME OF SITE		3	ACTIVITY AREA	
2	SCOPE OF WORK		4	NAME OF CONTRACTOR	
			5	NAME & DESIGNATION OF BHEL ACTIVITY I/C	
6	DATE & TIME OF ACCIDENT		7	DATE RESUMED	
8	NO. OF WORK-DAYS LOST BY VICTIM (If duty not resumed, give estimated figure)				
9	NO. OF MANHOURS LOST BY OTHERS				
10	PERSONAL DETAILS OF INJURED AND / OR DETAILS OF MATERIALS / EQUIPMENT / PROPERTY DAMAGED				

NAME				NAME OF MATERIAL / EQUIPMENT / PROPERTY	
PERIOD OF EMPLOYMENT					
AGE	YRS	SEX	MALE/ FEMALE	ESTIMATED COST	ACTUAL COST
MARITAL STATUS		SINGLE / MARRIED			
OCCUPATION				NATURE OF DAMAGE	
PART OF BODY INJURED					
NATURE OF INJURY					
AGENCY (OBJECT / EQUIPMENT / SUBSTANCE) MOST RESPONSIBLE FOR CAUSING ACCIDENT / INJURY / DAMAGE					
12	PERSON (NAME & DESIGNATION) WITH MOST CONTROL OVER AGENCY (OBJECT / EQUIPMENT / SUBSTANCE) CAUSING ACCIDENT INJURY / DAMAGE				
13	DESCRIBE CLEARLY HOW THE ACCIDENT OCCURRED (USE ADDITIONAL SHEET, IF REQUIRED				

ANALYSIS		
14	WHAT ACTS AND / OR CONDITIONS CONTRIBUTED MOST DIRECTLY TO THIS ACCIDENT	
15	WHAT ARE THE BASIC REASON FOR THE EXISTENCE OF THESE ACTS AND / OR CONDITION ?	
16	WHAT CORRECTIVE ACTIONS HAVE BEEN TAKEN TO PREVENT ACCIDENT RECURRENCE ?	
	DATE :	SIGNATURE OF SITE HSE COORDINATOR
17	COMMENTS OF HEAD / SOX	
	DATE:	SIGNATURE OF HEAD/SOX

	POWER SECTOR	FORMAT NO: **HSEP:14-F30**
	Format for Monthly HSE Planning & Review	REV NO.: 00 PAGE NO. 01 OF 3

Note: This is a template and can be modified in consultation with BHEL			
Name of the Site		**Name of the Subcontractor**	
Scope of Work		**Date**	
PART- A: PLAN OF HSE ACTIVITIES FOR THE MONTH OF……			**PART-B: REVIEW ON ……**
SN.	**Description of HSE Activity & Formats**	**Plan & Targets for the month**	**Review**
1	Availability of First Aid Box at Required Places and Inspection thereof as per Format: F01	Areas 1. … …	
2	Health check-up as per Format: F02	Health check-up for Nos 1. New inductees 2. Drivers & Operators 3. Workers in following high risk areas: a. …	
3	Induction training of newly joined workers as per Format: F03	Minimum No. of workers:	
4	Toolbox talks (TBT) conducted before start of work as per Format: F04	Locations of TBTs & No. of workers **1.** …	
5	PPE usage and issue as per Format: F06		
6	Inspection of T&Ps as per Format: F07	List of T&Ps to be inspected 1.	
7	Identification & Inspection Status of T&Ps as per Format: F08		
8	Inspection of Cranes & Winches as per Format: F09	List of Cranes & Winches & Nos. 1. …	
9	Inspection of Height Working as per Format: F10	Areas: 1. …	
10	Inspection of Welding & Gas Cutting operations as per Format: F11	Areas: 1. …	
11	Inspection of Electrical Installations as per Format: F12	Locations: 1. …	
12	Inspection of Elevators (as applicable) as per Format: F13	Locations: 1. …	
13	Inspection of Excavation as per Format: F13E	**Locations:** **1. …**	

SN.	Description of HSE Activity & Formats	Plan & Targets for the month	Review
14	Job Safety Analysis as per Format F32B	**Activities:** **1. …**	
15	Regular Job Specific Training (Re-training) for workers involved in hazardous activities	Topics/ Hazards & No. of workers **1.** …	
16	Mass housekeeping (HK) drive in work areas	Areas **1.** …	
17	Vertigo Test of Height workers	Minimum No. of workers:	
18	Deployment of qualified HSE Officers as per contract	Location(s) & Nos. **1.** …	
19	Deployment of qualified HSE Stewards as per contract	Location(s) & Nos. **1.** …	
20	Deployment of Safety tools & Equipment (Safety Nets, Lifelines, Fall arrestors, Man-cages, flashback arrestors, scaffolding etc.)	Tool/ Equipment & Location **1.** …	
21	Safety Walks by site in charge of agency (4 -Weekly once)	Dates:	
22	Safety walks by departmental head (8-Weekly twice)	Dates:	
23	Availability/ deployment of Safety posters/ placards/ signage at strategic locations	Locations: Nos. **1.** …	
24	Provision of clean drinking water sources for workers	Locations: Nos. **1.** …	
25	Provision of toilets for workers (separate for male & female workers)	Locations: Nos. **1.** …	
26	Rest sheds for workers during lunchtime, rain, dust storm etc.	Locations: Nos. **1.** …	
27	Availability of following in Labor colony	**1. Clean drinking water** **2. Toilets** **3. Cleanliness & Hygiene** **4. Grass cutting,** **5. Fogging** **6. Electrical Inspection …**	

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

PLAN		**REVIEW**	
Agency Name: Sign: Date:	**BHEL** Name: Sign: Date:	**Agency** Name: Sign: Date:	**BHEL** Name: Sign: Date:

	POWER SECTOR	FORMAT NO: **HSEP:14-F31** A REV NO.: 00 PAGE NO. 01 OF 1
	Format for Daily HSE Reporting	

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									**Subcontractor**																		
Year								**Month**												**Day**							
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								

	POWER SECTOR	FORMAT NO: **HSEP:14-F32B** REV NO.: 00 PAGE NO. 01 OF 1
	Job Safety Analysis Format	

Name of the Site	
Name of the Subcontractor	
Activity, Area	

HAZARDS	**PRECAUTIONS**

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

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

SL	Parameter for Measurement	M/ O	Wt	Supporting Documents
2m.1	Use of Lifting Permit as per requirement		1	Permit Records
2m.2	Use of Height Permit as per requirement		1	Permit Records
2m.3	Use of Hot Work Permit as per requirement		1	Permit Records
2m.4	Use of Excavation permit as per requirement		1	Permit Records
2m.5	Use of Confined space work permit as per requirement		1	Permit Records
2m.6	Use of Grating removal and safety net removal permit as per requirement		1	Permit Records
2m.7	Use of Lockout-Tag out permit as per requirement		1	Permit Records
2m.8	Use of Radiography permit as per requirement		1	Permit Records
2m.9	Use of Night/ Holiday Work Permit as per requirement		1	Permit Records
2m.10	Use of Any other Applicable Permit as per requirement		1	Permit Records
3a	Material safety data sheet(MSDS) available for all chemicals and displayed in usage and storage area?		1	Inspection/ non-conformity records
3b	Spillages of oil/concrete and other chemical is controlled and cleaned by proper method in case of spill?		1	Inspection/ non-conformity records
3c	Availability of adequate number of urinals in workplace and in elevations and maintained	M	1	
3d	Availability of rest rooms for workers at site	M	1	
3e	Availability of Drinking water facility at work spot		1	
3f	Hygienic Labour colony is provided for workers.		1	
4a	Is heavy/complex critical lifting permit obtained for heavy, complex materials before handling/erection activity?		1	Work Permit records
4b	Whether area below lifting activities barricaded		1	Inspection/ non-conformity records
4c	Availability of experienced rigging foreman		1	Experience details of rigging foreman
4d	Is agency is following proper storage and handling procedure as per manufacturer standard for all hazardous material?		1	Procedure for storage & handling
4e	Are oxygen and acetylene cylinders are transported to work place from storage area in trolleys		1	
5a	Whether all deep excavation has been protected by barrier		1	Inspection/ non-conformity records
5b	Sloping/benching & shoring provided for excavation as per requirement?		1	-do-
5c	Proper access and egress provided for excavations?		1	-do-
5d	Blasting is done in controlled manner?		2	-do-
6a	Whether Electrical booth is equipped with Co_2 fire extinguishers and fire buckets filled with sand?		2	Inspection/ non-conformity records
6b	Availability of Illumination lamp in electric booth?		1	-do-
6c	whether Caution Boards have been displayed?		1	-do-
6d	Usage of Metal Plug top for all hand power tools ?		1	-do-
6e	Usage of Insulated welding cables.		1	-do-
6f	Electrical Booth/Distribution Board to be covered by proper Canopy.		1	-do-
6g	Availability of functional & individual 30ma ELCB / RCCB and MCB for protection and conducting periodical check-up?		1	-do-
6h	Double earthing for panel boards and all machinery & proper earth pit with regular inspection available?		1	-do-
6i	Whether Electrician is qualified and experienced		1	Qualification & Experience records of electrician
6j	Availability and usage of Rubber hand gloves by electrician?		1	Inspection/ non-conformity records

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

Note:

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

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

BURNING/WELDING /HOT WORK PERMIT

Area :_____ Date:_____ Time:_____

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

Name of Work Performing Contractor: _____

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

Description of Work: _____

_____

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

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

The following precautions are to be taken:

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

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

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

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

Name of BHEL Safety Representative:_____ Sign: _____

I understand the precaution to be taken as described above and as per project requirement and hereby confirm that work will be executed under my supervision by following all precaution and Safety Rules.

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

Permit Cancellation:

I hereby declare that the work is complete, all workers under my control have been withdrawn and the site restored to safe tidy condition.

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

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

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

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

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

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

LIFTING ACTIVITY PERMIT

Area :_____ Date:_____ Time:_____

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

Performing Contractor: _____

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

Description of Work: _____

_____

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

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

The following precautions are to be taken:

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

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

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

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

Name of BHEL Safety Representative:_____ Sign: _____

I understand the precaution to be taken as described above and as per project requirement and hereby confirm that work will be executed under my supervision by following all precaution and Safety Rules.

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

Permit Cancellation:

I hereby declare that the work is complete, all workers under my control have been withdrawn and the site restored to safe tidy condition.

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

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

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

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

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

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

WORKING AT HEIGHT PERMIT

Area :_____Date:_____Time:_____

Name of Site Engineer (Permit Requesting Authority):_____Sign: Name of Work

Performing Contractor: _____

Name of Package In charge:_____Sign:_____Date:_____

Description of Work: _____

_____

Work Execution Date:_____Time Valid from:_____to _____

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

The following precautions are to be taken:

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

Name of Contractor Safety Officer:_____Sign:_____Date:_____Time: _____

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

Name:_____Sign:_____Date:_____Time:_____

Name of BHEL Safety Representative:_____Sign: _____

I understand the precaution to be taken as described above and as per project requirement and hereby confirm that work will be executed under my supervision by following all precaution and Safety Rules.

Name of Work Performing Authority:_____Sign:_____Date:_____Time:_____

Permit Cancellation:

I hereby declare that the work is complete, all workers under my control have been withdrawn and the site restored to safe tidy condition.

Name of Work performing Authority:_____Sign:_____Date:_____Time:_____

Name of Site Engr. (Permit Requesting Authority):_____Sign:_____Date:_____Time:_____

Name of BHEL Site Engr. (Permit Issuing Authority):_____Sign:_____Date:_____Time: _____

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

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

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BHEL

DOCUMENT NO: PS:MSX:GCC, REV 02, 16TH JUNE'2021

General Conditions of Contract

(Common for Power Sector Regions)

2021

BHARAT HEAVY ELECTRICALS LIMITED

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CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION

i) 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.

ii) 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 www.bhel.com 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 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 responsibility 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 further proofs including submission of TDS certificates for the said job.

iii) In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs like TDS certificates, labour license, etc. 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 (i) Upon acceptance of Tender, the successful Tenderer should deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.

1.10.1 (ii) Bidder agrees to submit performance security required for execution of the contract within the time period mentioned in clause 1.10.2. In case of delay in submission of Security Deposit, interest

(SBI rate + 6%) for the delayed period on the amount of SD due for submission, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest as mentioned herein above.

1.10.1 (iii) Bidder agrees to submit the Security Deposit as above for execution of the contract within the time period.

1.10.2 (i) For contracts exceeding Rs 20 lakhs, the security Deposit should be furnished before start of the work by the contractor. If requested by the contractor, cash recovery of initial 50% of the specified Security Deposit, including the retained EMD can be made from bills submitted by contractor. For such delay in submission of initial 50% of the required Security Deposit for execution of the contract, interest shall be levied for the delayed period of submission at (SBI rate + 6%) on the security required to be submitted. Balance 50% Security deposit shall 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.

1.10.2 (ii) In case of small value contracts not exceeding Rs. 20 lakhs, work can be started before the required Security Deposit is collected.

1.10.2 (iii) 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.

1.11 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

i) 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

1.15.3 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.

1.15.4 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.

1.15.5 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.

1.15.6 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.

1.15.7 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.

1.15.8 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.

1.15.9 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

1.15.10 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.

1.15.11 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.

1.15.12 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.

1.15.13 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.

1.15.14 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 **DEFINITION:** 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 <u>Service of notice on Contractor</u>

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 x 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 LIQUIDATED DAMAGES/PENALTY

At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor alone, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/levied for the portion of time extensions solely attributable to contractor and recoverable from the dues payable to the contractor.

If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period for which LD is applicable shall be worked out based on portion of time extension granted solely attributable to contractor at the end of the contract. Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Manday rate basis, Supplementary/ Additional Items and PVC.

In case of LD recovery, the applicable GST shall also be recovered from contractor.

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

The following are the responsibilities of the contractor in respect of 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 EXECUTION PLAN, PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

2.9.1 A tentative plan/ programme for completion of the contractual scope of work as per the time schedule given in the contract shall be made jointly by BHEL and Contractor, before commencement of work. The above programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis-à-vis this jointly agreed programme.
Subsequently, every month, quarterly rolling plan will be made by BHEL based on budgeted targets. Monthly plan in F-14 format shall be drawn from this Quarterly plan. Monthly plan shall necessarily include activities required for achieving targets/ milestones unless inputs/ fronts are not available. While planning and arriving on asking rate all available inputs shall be taken into consideration.
Vendor will be required to execute the monthly plan in that month in addition to make full efforts to minimize the cumulative shortfall attributable to him up to the month.
BHEL may require monthly work plan up to one and half times of average monthly value and demand matching manpower.
Where, Average Monthly Value = Total Contract Value (as per latest revision) / Period of Contract (in months)
Provided, this requirement is reflected in the rolling quarterly plan two months in advance.

If the Contractor refuses to sign the F-14 format, those F-14 formats requiring Contractor's signature shall be deemed to have been signed and accepted by the Contractor, if communicated to the Contractor through email or any other mode as stated in clause 2.3.1.

The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc. as desired by BHEL.

2.9.2 Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc., and constraints if any, as per prescribed formats (i.e. Form F-14). Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.

2.9.3 The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL

2.9.4 Performance of the Contractor shall be assessed as per prescribed formats and shall form the

basis for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works.

2.10 TIME OF COMPLETION

2.10.2 The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BHEL Engineers.

2.10.3 Time being the essence of the contract, the entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11.

2.11 EXTENSION OF TIME FOR COMPLETION

2.11.1 If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.

2.11.2 Based on the F-14 formats, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.

2.11.3 However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.

2.11.4 Planning, progress monitoring, monthly review and performance monitoring shall be carried out as per clause 2.9 of GCC.

2.12 Not Applicable

2.13 INTEREST BEARING RECOVERABLE ADVANCES

2.13.1 MOBILIZATION ADVANCE: Normally no advance is payable to the contractor. However, mobilization advance payment in exceptional circumstances shall be interest bearing and secured through a Bank Guarantee and shall be limited to a maximum of 5% of contract value. This 'Interest Bearing Recoverable Advance' shall be payable in not less than two installments with any of the installment not exceeding 60% of the total eligible advance.

2.13.2 ADDITIONAL INTERIM ADVANCE: In exceptional circumstances, with due justification, Competent Authority of BHEL is empowered to approve proposals for payment of additional interim interest bearing advance against Bank Guarantee, for resource augmentation towards expediting work for project implementation.

2.13.3 Bank Guarantee towards 'Interest Bearing Recoverable Advance' shall be at least 110% of the advance so as to enable recovery of not only principle amount but also the interest portion, if so required.

2.13.4 Contractor shall establish the utilization of advance drawn before the release of next installment.

2.13.5 Payment and recovery of Interest Bearing Recoverable advance shall be at the sole discretion of BHEL and shall not be a subject matter of arbitration.

2.13.6 The rate of interest applicable for the above advances shall be the base rate of State Bank of India prevailing on the date of release of advance plus 6%, and such rate will remain fixed till the total advance amount is recovered.

2.13.7 Unadjusted amount of advances paid shall not exceed 5% of the total contract value at any point of time. Recovery of advances shall be made from the Running Bills progressively such that the advance amounts paid along with the interest is fully recovered by the time the contractor's billing reaches 90% of contract value.

2.13.8 Recovery rate per month shall be the sum of:

i) Not less than 10% of Running Bill amount

ii) Simple interest up to the date of RA Bill on the outstanding Principle amount/amounts

2.13.9 Contractor to submit Bank Guarantee as per prescribed formats for each of the advance and shall be valid for at least one year or the recovery duration whichever is earlier. In case the recovery of dues does not get completed within the aforesaid BG period, the contractor shall renew the BG or submit fresh BG for the outstanding amount, valid for at least one year or the remaining recovery duration whichever is earlier.

2.13.10 BHEL is entitled to make recovery of the entire outstanding amount in case the contractor fails to comply with the BG requirement.

2.14 QUANTITY VARIATION

2.14.1 Variation in Final Executed Contract Value

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the final executed contract value is within the limits of Minus (-) 15% of awarded contract value. Also, no compensation becomes payable in case the contract gets partially executed/ short closed/ terminated/ work withdrawn under Rights of BHEL mentioned in Clause 2.7 of GCC. In case of work terminated/ short closed under clause 2.7.4 of GCC, compensation may be considered only if BHEL receives compensation from customer.

Compensation due to variation of final executed contract value in excess of the limits defined in clause above, shall be as follows:

i) In case the finally executed contract value reduces below the lower limit of awarded Contract Value due to quantity variation specified above, the Contractor will be eligible for compensation @ 15% of the difference between the lower limit of the awarded contract value and the actual executed contract value.

ii) In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, the Contractor is not eligible for any compensation.

2.14.2 Variation in Individual Quantities of BOQ Item(s)

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the quantity of individual BOQ item(s) is within the limits of Plus (+) 100% of the quantity in the original price schedule.

In case executed quantity for a particular BOQ item(s) exceeds two times the quantity in the original price schedule (100% increase), then the revision in rates for such BOQ item(s) for the quantity in excess of two times the quantity in the original price schedule including any subsequent increase in quantity, may be considered based on request from the Contractor, however, BHEL decision in this regard shall be final. Revised rates for subject BOQ item(s) shall be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor. PVC/ ORC will not be applicable for these revised rates.

BHEL, however, retains the right to arrange the excess quantity through any other source for expediting activities in the interest of the Project.

Note: (a) Revision in rates under clause 2.14.2 will remain admissible in those cases also, where, the Contractor is eligible for compensation under clause 2.14.1 i).

(b) The value of work executed at revised rates due to variation in Individual Quantities of BOQ Item(s) shall be included while calculating the finally executed contract value in clause no. 2.14.1 above.

2.15 EXTRA WORKS

2.15.1 All rectifications/modifications, revamping and reworks required for any reasons not due to the fault of the contractor, or needed due to any change in deviation from drawings and design of equipments, operation/maintenance requirements, mismatching or due to damages in transit, storage and erection/commissioning and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.

2.15.2 Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.

2.15.3 All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.

2.15.4 BHEL retains the right to award or not to award any of the major repair/ rework/modification/rectification/fabrication works to the contractor, at their discretion without assigning any reason for the same.

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

MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS: Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework/ repairs/ rectification/ modification/

fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be at Rs 108/- per man hour.

2.15.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges/compensation etc. will not be applicable due to on extra works.

2.15.7 **Extra Works for Civil Packages** shall be regulated as follows –

i) Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re-erecting etc. due to no fault of Contractor, shall be in the order of the following:

a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.

b) As per latest edition of CPWD-DSR with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities OR Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities, whichever is less.

c) Item rates are to be worked out on the basis of market rates prevailing on the date of execution mutually agreed between BHEL and Contractor.

ii) PVC and ORC will not be applicable for (i) above.

2.16 SUPPLEMENTARY ITEMS

2.16.1 For NON Civil Works

Supplementary items are items/works required for completion of entire work but not specified in the scope of work. Subject to certification of such items/works as supplementary items by BHEL Engineer, rates shall be derived on the basis of any one of the following on mutual agreement:

i) Based on percentage breakup/rates indicated for similar/nearby items.

ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work.

2.16.2 For Civil Works

i) Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:

a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities

b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.15.7

ii) Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.14

iii) BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor.

iv) PVC and ORC will not be applicable for (i) above.

2.17 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 radio-activity, 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 Majeure.

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 short-closure 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 _____ (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

2.22.1 Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills. Alternatively, BG, in line with clause 1.12 of GCC, equivalent to 5% of Contract Value against Retention Amount can also be submitted before payment of first RA Bill. The validity of the said BG shall be initially for the contract period & shall be extended, if so required, up to acceptance of final bill. In case of increase in contract value, additional BG for 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due. In case, contractor opts cash deduction from RA bills in the beginning & subsequently offers to submit BG later on, then refund of deducted retention amount may be permitted against submission of equivalent BG only once during the contract period.

2.22.2 Refund of Retention Amount shall be as follows:

100% of Retention Amount/ BG against Retention Amount shall be released along with Final Bill after deduction all expenses/ other amounts due to BHEL under the contract/ other contracts entered into with them (contractor) by BHEL.

2.23 PAYMENTS

Payments to Contractors are made in any one of the following forms: -

2.23.1 **Running Account Bills (RA Bills)**

i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).

ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents.

iii) Recoveries on account of electricity, water, statutory deductions etc. are made as per terms of contract.

iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to redo the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.

v) In order to facilitate part payment, BHEL at its discretion may further split the contracted

rates/percentages to suit site conditions, cash flow requirements according to the progress of work, subject to following:

a) Provided no 'part' payment is recommended till 25% of work in the item rate is executed.
b) Payment of item rate to be made in not more than three instalments, last stage payment to be not lower than 20% of the item rate.

2.23.2 **Final Bill**

Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following:

i) 'No Claim Certificate' by Contractor
ii) Clearance certificates where ever applicable viz. Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department etc.
iii) Indemnity Bond as per prescribed format.

BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL.

2.24 PERFORMANCE GUARANTEE FOR WORKMANSHIP

2.24.1 Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of Twelve months from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from the Security Deposit.

2.24.2 BHEL shall release the Security Deposit subject to the following

i) Contractor has submitted 'Final Bill'
ii) Guarantee period as per contract has expired
iii) Contractor has furnished 'No Claim Certificate' in specified format
iv) BHEL Site Engineer/Construction Manager has furnished the 'No Demand Certificate' in specified format
v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Security Deposit refundable.

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**).**

Rev 01

1st June 2012

FORMS & PROCEDURES

(Document No. PS:MSX:F&P)

BHARAT HEAVY ELECTRICALS LIMITED

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: will be released later

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-……., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

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

(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: ……,

2) All other pertinent issues till date

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

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 regarding Authenticity of submitted documents.**

Ref : 1) NIT/Tender Specification No: ……,
2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Date:

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 acceptance to Reverse Auctioning process.

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

(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 and 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

(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 : **Declaration for relation in BHEL**
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(√) any one as applicable:

1. 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

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

NON DISCLOSURE CERTIFICATE

I/We understand that BHEL PS __ is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s…….
who are submitting offer for providing services to BHEL PS __ against Tender Specification No:_____,
hereby undertake to comply with the following in line with Information Security Policy of BHEL PS ___, _____

- 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 PS__.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (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

(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

Sl 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)

Form No: F-09 (Rev 00)

CAPACITY EVALUATION OF BIDDERS FOR CURRENT TENDER

SL NO.	DESCRIPTION OF WORK (Similar to Tendered Scope)	WORK ORDER REF & DATE	CONTRACT VALUE (Rs. LACS)	CUSTOMER NAME & ADDRESS	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 PER ABOVE FORMAT.

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.

Signature

DATE :
PLACE:

Name, Designation & Seal of Bidder

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Power Sector – …… Region
……..
……

CONTRACT AGREEMENT

AGREEMENT NO._____ _____

NAME OF WORK	
NAME OF THE CONTRACTOR WITH FULL ADDRESS	
VALUE OF WORK AWARDED	
LETTER OF AWARD NO.	
TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION)	

_____ _____
SIGNATURE OF CONTRACTOR (SIGNATURE OF BHEL OFFICER)

CONTRACT AGREEMENT

THIS AGREEMENT MADE THIS _____DAY OF_____ between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi-110049 (herein after called BHEL) of the ONE PART.

AND

M/S _____ _____ (hereinafter called the `Contractor') of the SECOND PART.

WHEREAS M/s ----------state that they have acquired and possess extensive experience in the field of ----------

And Whereas in response to an Invitation to Tender No. ---------- issued by BHEL for execution of ---------- the contractor submitted their offer No.----------dated ----------And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Award No.----------dated ----------read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of ----------and more particularly described in Tender Specification No ----------including 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 Award dated ---------- and such other instructions, Drawings, Specifications given to him from time to time by BHEL.

2. 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.

3. The Contractor has furnished a Bank Guarantee bearing no.----------dated ----------for a sum of Rs.----------executed by ---------- in favour of BHEL towards Security Deposit valid upto ---------

OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs.----------in the form of cash / approved Securities/ B.G No.---------- dated ---------- for Rs.----------executed 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.-----(Rs.---------- vide Bank draft No.----------dated ----------and by adjusting EMD of Rs.---------- submitted vide Bank draft No.---------- dt.---------) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

4. 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.

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 Award 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 as per prevailing Income Tax Act.

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 Award and other documents governing this Agreement, the provisions in the Letter of Award shall prevail.

16. The following documents

1. Invitation to Tender No----------
   and the documents specified therein.
2. Contractor's Offer No----------
   dated----------.
3. _____
4. _____
5. _____
6. Letter of Award No._____ dated_____.
7. _____

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

1.

2.

(CONTRACTOR)
(to be signed by a person holding a valid Power of Attorney)

WITNESS

1.

2.

(For and on behalf of BHEL)

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot no. 25, Sector – 16 A, Noida - 201301 having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at_____ [1](hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No._____dated _____ [2] valued at Rs……..... [3] (Rupees ----------)[3] (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs._____ [4] (Rupees _____only),

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

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

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

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____[5] 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 _____[6], 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

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

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…… [4]

b) This Guarantee shall be valid up to ……[5]

c) Unless the Bank is served a written claim or demand on or before _____[6] all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date _____ Day of _____

for____(indicate the name of the Bank)__

(Signature of Authorised signatory)

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

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

Note:

1. Bidders are advised that expiry of claim period may be kept 3-6 months after validity date..

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 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, 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. All charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor.

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

B.G. No. Date

This deed of Guarantee made this _____day of_____two thousand_____by **< Name and Address of Bank>** hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/S Bharat Heavy Electricals Limited a Company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, New Delhi - 110049 through its unit at Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot no. 25, Sector – 16 A, Noida - 201301, hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS M/s. _____(hereinafter referred to as the Contractor) have entered into a Contract arising out of Letter of Intent no._____dtd_____(hereinafter referred to as "the Contract") for the **< Name of work >** with the Company.

AND WHEREAS the Contract inter-alia provides that the Company will pay to the Contractor interest bearing advance of Rs._____ (Rupees_____ only) on certain terms and conditions specified in the Contract subject to the Contractor furnishing a Bank Guarantee for Rs._____ (Rupees_____ 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 in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the Company.

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 according to the terms and conditions of the Contract. If the said Contractor fails to utilise the said advance for the purpose of the Contract and /or the said advance together with interest as aforesaid is not fully recovered by the Company the Guarantor do hereby unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of the said sum of Rs._____ (Rupees_____ only) any claim made by the Company on them for the loss or damage caused to or suffered by the Company by reasons of the Company not being able to recover in full the advance with interest as aforesaid.

BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE

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(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 forbearance, act or commission on the part of the Company or any 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 guarantee.

(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.

(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.

BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE

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(8) Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts at New Delhi/ Delhi 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.----------)

DATED:

SEAL

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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.

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

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BANK GUARANTEE No:
Date:……..

To

(Write Designation and Address of Officer of BHEL inviting the Tender)

Dear Sir

Sub : Validity of Bank Guarantee No:……. Dated ……. for ……. Rs …… in favour of yourself, expiry date ……., on account of M/s …… in respect of Contract Number..……., (herein after called the Original bank Guarantee)

At the request of M/s……., we …….. Bank, having its branch Office at …….. and having Head office at ……, do hereby extend our liability under the above mentioned Bank Guarantee number…….. dated …… for a further period of ……..Months/years from …… to expire on ……..

Except as provided above, all other terms and conditions of the Original Bank Guarantee No ……. Dated…… shall remain unaltered and binding on us.

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

PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Page **1** of **6**

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

PART- A: PLAN/ REVIEW OF WORK FOR THE MONTH OF ……..…….. Date of Plan/ Review……

SN.	Description of Work	Unit of Measur-ement	Unit Rate	Planned (QTY Planned for the month as per Part –C of last month)		Cumulative Shortfall attributable to contractor upto last month (Refer Note 1)		Achieved		Shortfall attributable to BHEL w.r.t Plan (as per Col. 3 of Part-D)		Cumulative Shortfall attributable to Contractor upto & including this month		REMARKS (Reasons for Shortfall attributable to Contractor. Supporting documents to be kept as record.)
(a)	(b)	(c)	(d)	A		B		C		D		E=A+B-C-D		
				Phy.	Financial	Phy	Financial	Phy.	Financial	Phy.	Financial	Phy.	Financial	
	Value of Other Items not mentioned above but planned to be executed in this month													
Total					ΣA		ΣB		ΣC		ΣD		ΣE	

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)

PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Page **2** of **6**

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

PART- A: Contd…….

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

Note 2: Percentage Shortfall attributable to contractor w.r.t. **"**Plan - Shortfall attributable to BHEL**"** for the month = [(ΣE-ΣB)/(ΣA-ΣD)]x100
In case, (ΣE-ΣB) is negative, then it shall be treated as zero percent."

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

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

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)

PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Page **3** of **6**

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

PART – B-1: PLAN/REVIEW OF DEPLOYMENT OF MAJOR T&Ps FOR THE MONTH OF ……..…….. Date of Plan/ Review……

CONTRACTOR'S SCOPE: -

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

Note: In case, E>B, it shall be considered as E=B. Similarly, in case D>A, it shall be considered as D=A.
Percentage of T&P Deployed = ΣF x 100

BHEL SCOPE: -

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

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)

PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Page **4** of **6**

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

PART – B-2: PLAN/ REVIEW OF DEPLOYMENT OF MANPOWER FOR THE MONTH OF ……..…….. Date of Plan/ Review……

CONTRACTOR'S SCOPE: -

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

Percentage of Manpower Deployed=100 x Σ(CxD)/Σ(AxB)

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)

PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Page **5** of **6**

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

PART – C: PLAN(PHYSICAL) FOR THE NEXT MONTH i.e. ……..…….. Date of Plan ……

SN.	Description of work	Original Planned Quantity	Planned Quantity (excluding shortfalls attributable to contractor till date)	Unit of Measu-rement	T&Ps Required				Manpower Required		REMARKS (Reasons for difference in Original Planned Quantity w.r.t. Planned quantity to be given)
					Contractor Scope		BHEL Scope		Category of Labour	No. of Labour required as per Category	
					Major T&P to be deployed as per work planned for the month	Quantity	Major T&P to be deployed as per work planned for the month	Quantity			

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

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

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)

PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Page **6** of **6**

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

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

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

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

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

BHEL
(Sign with name, designation and date)

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

Project		**Vendor**			**Package/Unit**	
Sl. No.	**Parameter for Measurement**	**Classification**	**Max Score**	**Score Obtained**	**Measurement Key/Scheduled date**	**Supporting Documents**
#2.01	Cumulative number of days of delay in submission of Plan FOR THE MONTH supported by deployment plan of Major T&Ps and Manpower (as per Form F-14) and relevant construction/layout drawings - like A4 plan / elevation views of plan status for structures / pressure parts/Civil Works, Piping isometrics for piping, Layout / PID / System reference sketch, Unloading / storage plans etc.as applicable.	PERFORMANCE	5		Number of days delayed from second working day of the month	Daily Log Book entry/Incident Registers/letter references
#2.02	Percentage of timely submission of Daily Reports for Progress of work, Resources, Consumables etc.	PERFORMANCE	1.5		Percentage of timely submission of daily reports/ Scheduled date is successive next day for each day	Daily Log Book entry/Incident Registers/letter references
#2.03	Number of days delayed for submission of FQP log sheets / protocols / Monthly Progress Reports for the work executed during the month under measurement	PERFORMANCE	1.5		Number of days delayed/Scheduled date is first 2 working days of next month	Daily Log Book entry/Incident Registers/letter references
#2.04	Percentage Shortfall attributable to contractor w.r.t. “Plan - Shortfall attributable to BHEL” for the month as per Form-14	PERFORMANCE	35		As per Part-A of Form-14	Progress review formats
#2.05	Number of days delayed in submission of Running bills with complete supporting documents (including updated reconciliation statement of BHEL issued material) for the month	PERFORMANCE	2		Number of days delayed / Scheduled date is 7th day of next month	Daily Log Book entry/Incident Registers/letter references
#2.06	Number of times the Top Management of contractor did not respond to critical issues of site, for the month	PERFORMANCE	1		Total number of instances	Daily Log Book entry/Incident Registers/letter references
#2.07	Cumulative number of days in the month the works were stopped / refused on interpretation of contract clauses/scope due to tendency of taking undue advantage by interpreting contract clauses in their favour	PERFORMANCE	2		Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#2.08	Number of times rework was refused by contractor	PERFORMANCE	1		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references

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

Project		**Vendor**			**Package/Unit**	
Sl. No.	**Parameter for Measurement**	**Classification**	**Max Score**	**Score Obtained**	**Measurement Key/Scheduled date**	**Supporting Documents**
#4.04	Total number of instances in the month, Housekeeping NOT attended to in spite of instructions by BHEL -i.e. removal / disposal of surplus earth / debris / scrap / unused / surplus cable drums / other electrical items / surplus steel items / packing materials, thrown out scrap like weld butts, cotton waste etc. from the working area to identified locations	SITE INFRASTRUCTURE & SERVICE	2		Total number of non-compliances/random checks	Daily Log Book entry/Incident Registers/letter references
#4.05	Total number of instances in a month, Site Office with reasonably good facilities including enough nos. of computers and printers etc. for use by office and supporting staff was not made available/maintained.	SITE INFRASTRUCTURE & SERVICE	0.5		No discrepancy during regular or surprise visits	Photograph and report of the Engineer
#5.01	Number of days delayed in making labour payments for the last month	SITE FINANCE	2		Number of days delayed / Scheduled date is 7th day of next month	Daily Log Book entry/Incident Registers/letter references
#5.02	Number of complaints from labour/ sub supplier/ sub-contractor for non-receipt of payments from contractor	SITE FINANCE	1.5		Total number of complaints or reporting	Daily Log Book entry/Incident Registers/letter references
#5.03	Number of times the site operations were hampered for want of funds at the disposal of site-in-charge.	SITE FINANCE	1.5		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references
#6.0	Performance against HSE Parameters (as per Annexure-AA)	HSE	10		Score as per Safety Performance Evaluation System, scaled down to 10	Safety Performance Evaluation System
		Total	**100**			

Less Deduction in Score Due to Fatal Accidents attributable to the Contractor @ 20 points/ accident	
Less Deduction in Score Due to Major Accidents (Permanent Disability or bodily injury by which person injured is prevented to resume to work within 48 hours or more after accident,, Major Damage to Equipment etc.) attributable to the contractor @ 15 points/ accident	
Less Deduction in Score Due to Minor Accidents attributable to the contractor @ 2 points/ accident	
Less Deduction in Score Due to not Maintaining of Labour Colony (if applicable) as per BHEL HSE policy @3 points in a month on verification any day	
Final Score	

Project		**Vendor**			**Package/Unit**	
Sl. No.	**Parameter for Measurement**	**Classification**	**Max Score**	**Score Obtained**	**Measurement Key/Scheduled date**	**Supporting Documents**
	Performance Score Summary for the Month	**Total Score**	**Score Obtained**			
	QUALITY	10				
	PERFORMANCE	50				
	RESOURCES	20				
	SITE INFRASTRUCTURE & SERVICE	5				
	SITE FINANCE	5				
	HSE	10				
	OTHERS (deductions if any)	0	-			
	TOTAL	**100**				

Note:

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

Annexure-AA to Form F-15

Monthly Safety Performance Evaluation of Contractor

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

2l.6	Availability of Tags & Inspection Certificates, colour coding for Wire rope slings etc.		1	Master T&P List with internal & external test details
2l.7	Availability of Tags & Inspection Certificates for Batching plants		1	Master T&P List with internal & external test details
2m.1	Use of Lifting Permit as per requirement		1	Permit Records
2m.2	Use of Height Permit as per requirement		1	Permit Records
2m.3	Use of Hot Work Permit as per requirement		1	Permit Records
2m.4	Use of Excavation permit as per requirement		1	Permit Records
2m.5	Use of Confined space work permit as per requirement		1	Permit Records
2m.6	Use of Grating removal and safety net removal permit as per requirement		1	Permit Records
2m.7	Use of Lockout-Tag out permit as per requirement		1	Permit Records
2m.8	Use of Radiography permit as per requirement		1	Permit Records
2m.9	Use of Night/ Holiday Work Permit as per requirement		1	Permit Records
2m.10	Use of Any other Applicable Permit as per requirement		1	Permit Records
3a	Material safety data sheet(MSDS) available for all chemicals and displayed in usage and storage area?		1	Inspection/ non-conformity records
3b	Spillages of oil/concrete and other chemical is controlled and cleaned by proper method in case of spill?		1	Inspection/ non-conformity records
3c	Availability of adequate number of urinals in workplace and in elevations and maintained	**M**	1	
3d	Availability of rest rooms for workers at site	**M**	1	
3e	Availability of Drinking water facility at work spot		1	
3f	Hygienic Labour colony is provided for workers.		1	
4a	Is heavy/complex critical lifting permit obtained for heavy, complex materials before handling/erection activity?		1	Work Permit records
4b	Whether area below lifting activities barricaded		1	Inspection/ non-conformity records
4c	Availability of experienced rigging foreman		1	Experience details of rigging foreman
4d	Is agency is following proper storage and handling procedure as per manufacturer standard for all hazardous material?		1	Procedure for storage & handling
4e	Are oxygen and acetylene cylinders are transported to work place from storage area in trolleys		1	
5a	Whether all deep excavation has been protected by barrier		1	Inspection/ non-conformity records
5b	Sloping/benching & shoring provided for excavation as per requirement?		1	-do-
5c	Proper access and egress provided for excavations?		1	-do-
5d	Blasting is done in controlled manner?		2	-do-
6a	Whether Electrical booth is equipped with Co_2 fire extinguishers and fire buckets filled with sand?		2	Inspection/ non-conformity records
6b	Availability of Illumination lamp in electric booth?		1	-do-
6c	whether Caution Boards have been displayed?		1	-do-
6d	Usage of Metal Plug top for all hand power tools ?		1	-do-
6e	Usage of Insulated welding cables.		1	-do-
6f	Electrical Booth/Distribution Board to be covered by proper Canopy.		1	-do-
6g	Availability of functional & individual 30ma ELCB / RCCB and MCB for protection and conducting periodical check-up?		1	-do-
6h	Double earthing for panel boards and all machinery & proper earth pit with regular inspection available?		1	-do-
6i	Whether Electrician is qualified and experienced		1	Qualification & Experience records of electrician
6j	Availability and usage of Rubber hand gloves by electrician?		1	Inspection/ non-conformity records

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

Note:

- M: Mandatory; O: Optional. Points other than mandatory can be excluded with appropriate justification (scope etc.) by BHEL. Score obtained in selected parameters divided by maximum possible score of selected parameters shall be multiplied by 10 for use in as per point Sl. no. # 6.0 as detailed at page 4 of Form F-15.
- There shall be deduction of marks from overall score for Fatal/ Major/ Minor Accidents and for not maintaining labour colony, as detailed at page 4 of Form F-15.

MILESTONE COMPLETION CERTIFICATE
(issued by BHEL on the specific request of Contractor)

Ref :
Date:

To,

(Name & address of Contractor)

Dear Sir,

References
1. Contract No:
2. Job Description:

This is to hereby confirm that the following Milestone Activity has been achieved in respect of the Contract /Job under reference

Sl No	Milestone Activity	Remarks

This certificate is issued as per your request vide letter no …… without any prejudice to the rights of BHEL in line with the terms and conditions of the above referred Contract

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Construction Manager/Head (Subcontracts)

CONTRACT COMPLETION CERTIFICATE
(Issued by BHEL/HQ on the specific request of Contractor)

Ref :
Date:

To Whom so ever it may concern

1	DESCRIPTION OF WORK	
2	NAME AND ADDRESS OF THE CONTRACTOR	
3	CONTRACT NO	
4	CONTRACT VALUE	
5	LETTER OF INTENT/ AWARD NO. & DATE	
6	CONTRACT PERIOD//CONTRACT DURATION	
7	DATE OF START/COMPLETION	
8	FINAL EXECUTED VALUE	
9	PERFORMANCE	GOOD SATISFACTORY UNSATISFACTORY

This certificate is issued as per your request vide letter no ……
without any prejudice to the rights of BHEL to use this certificate for evaluation of your offers for future tenders

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Head (Subcontracts)

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 <xxxxxxxxxxx> 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-_____ Region, _____, _____ State. (Hereinafter referred to as the Company)

And whereas the Company has entered into a Contract with M/s xxxxxxxxx, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of "xxxxxxxxxxxxxxxxxxxxxxxxxx".

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).

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.

INDEMNITY BOND

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

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 xxxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxx.

Signed for and on behalf of
M/s xxxxxxxxxxxxxxx

Witness:
1
2

CONSORTIUM AGREEMENT

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

THIS AGREEMENT is made and executed on this _____ day of _____, by and between (1) M/s _____ , (The First Party, i.e, the Bidder) a company incorporated under the Company's Act 1956, having its registered office at _____(herein after called the "Bidder", which expression shall include its' successors, administrators, executors and permitted assigns) and (2) M/s _____, (The Second Party, i.e, the associates), a company incorporated under the Company's Act 1956, having its registered office at _____ (herein after called the " Associates", which expression shall include its' successors, administrators, executors and permitted assigns).

WHEAEAS the Owner, Bharat Heavy Electricals Ltd, a Government of India Undertaking, proposes to issue / issued an NIT (herein after referred to as the said NIT) inviting bids from the individual Bidders for undertaking the work of _____, at _____ (herein after referred to as the said works).

WHEREAS the said NIT enables submission of a bid by a Consortium subject to fulfillment of the stipulations specified in the said NIT.

AND WHEREAS M/s _____ (The First Party, i.e, the Bidder) will submit its proposal in response to the aforesaid invitation to bid by the Owner for _____ as detailed in the Bid doc. no. < TENDER REF-------->

AND WHEREAS M/s _____ (The First Party, i.e the Bidder) itself is meeting all the qualifying requirements except the qualifying requirements of _____ (as detailed in the NIT) and in order to fully meet the qualifying requirements of NIT, this tie-up agreement is being entered into with M/s _____ (The Second Party, the Associates) , who fully meet the balance part of the said works (_____).

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:

CONSORTIUM AGREEMENT

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. 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.

CONSORTIUM AGREEMENT

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.

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.

CONSORTIUM AGREEMENT

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].

Form WAM 10

BHARAT HEAVY ELECTRICALS LIMITED
DIVISION……..
Claim for Refund of Security Deposit
(Para 4.7.4 of Works Accounts Manual)

Ref No.: Date:

1 Name and address of the contractor
2 Contract Agreement/Work Order No.
3 Date of contract agreement/work order
4 Name of the work undertaken
5 Date of commencement of the work
6 Date of completion of the work
7 Period of Maintenance
8 Date on which the final bill was paid
9 Last date of making good the defect, if any, during maintenance period
10 Expenditure incurred by BHEL during maintenance period, if any, recoverable
11 Date on which security deposit refund falls due as per contract
12 Amount deposited/recovered

Details	Mode	Amount

13 LESS amounts recoverable (with details)

(i) Amount spent by BHEL on maintenance :

(ii) Payments made on behalf of contractor :

(iii) Court dues / penalties / compensation :

(iv) Other recoveries for services etc. :

(v) Security deposit released with final bill (%) :

14 Net amount recommended for release (12-13)

Details	Mode	Amount

Date: **Signature of Engineer in Charge**

Form WAM 10 (Contd.)

CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR

I/We have no claim or demand outstanding against BHEL ……..for the work done or for labor or material supplied or any other account arising out of or connected with the contract agreement/work order (No……..dated ……) and the payment of this bill shall be in full and final

Date: **Signature of Contractor**

CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER

Certified that

– The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the contractor;

– The maintenance period as per the contract agreement is over and the contractor has carried out the works required to be carried out by him during the period of maintenance to our satisfaction, and all expenses incurred by the company on carrying out such works have been included for adjustment;

– All the objections raised so far have been settled;

– A note of refund of security deposit has been made in the measurement book and contract agreement/work order.

Date: **Signature of Senior Engineer**

FOR USE IN FINANCE DEPARTMENT

Passed for
Rs……..(Rupees……
…….only)

Accountant **Accounts Officer**

REFUND OF GUARANTEE MONEY

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR, _____ REGION

Ref No: Date:

1. Name and Address of Contractor :
2. Contract Agreement/LOI/ LOA No. :
3. Date of Contract Agreement/LOI/ LOA :
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 Contractor:
    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

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR, _____ REGION

CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR

I/We have no claim or demand outstanding against BHEL_____, for the work done or for labour or material supplied or any other account arising out of or connected with the Contract Agreement/LOI/ LOA (No_____ dated _____) and the payment of this bill shall be in full and final settlement of all my/our claims and demands including the 'Deposits' of the Contract Agreement/LOI/ LOA referred to.

Signature of Contractor

Date:

CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER/CONSTRUCTION MANAGER

1. Certified that
    a. The payment recommended for release is in order and there are no demands other 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 of 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 BHEL Engineer

Construction Manager

Date:----------

FOR USE IN ACCOUNTS DEPARTMENT

Passed for Rs_____ (Rupees _____ only)

Accountant Accounts Officer

ACKNOWLEDGE BY THE CONTRACTOR

Received Rs _____ in full and final settlement of my/our claim

Signature of Contractor

Date:

POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT (To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr …….. , whose signature given below herewith to be true and lawful Attorney of M/s…… hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector _____ Region, _____, in connection with …… …… …… vide Tender Specification No : _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr……(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

ANALYSIS OF UNIT RATES QUOTED

(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 : Analysis of Unit Rates Quoted
Ref : Tender Specification No: ……

Analysis of Unit Rates quoted by us in respect of above Tender is as detailed

SN	DESCRIPTION	% OF QUOTED RATE	REMARKS
01	SITE FACILITIES VIZ., ELECTRICITY, WATER OTHER INFRASTRUCTURE.		
02	SALARY AND WAGES + RETRENCHMENT BENEFITS		
03	CONSUMABLES		
04	T&P DEPRECIATION & MAINTENANCE		
05	ESTABLISHMENT & ADMINISTRATIVE EXPENSES		
06	OVERHEADS		
07	PROFIT		
	TOTAL	100%	

Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

Form WAM 6

BHARAT HEAVY ELECTRICALS LIMITED
DIVISION……
Running Account Bill
(Para 4.3.1 of Works Accounts Manual)

Departmental Bill No.

Name of the Contractor — Date:

Name of the Work: — Division: — Sub-Division:

Sanctioned Estimate: — Date of written order to commence the Work: — Period of work covered in this bill:

Code No.: — Date of commencement of work:

Contract Agreement No.: — Dated: — Due date of completion as per agreement

Date of approval of Competent Authority for time extension as applicable (copy to be enclosed).

I. ACCOUNT OF WORK EXECUTED

Adhoc payment for work not previously measured **			Item No. of work	Description of work	Quantity as per agreement	Quantity executed upto date	Rate	Unit	Payment on the basis of actual measurement upto date	Quantity executed since last RA bill	Payment on the basis of actual measurement since last running account bill	Remarks
Total as per last running account bill	Since last running account bill	Total upto date										
1	2	3	4	5	6	7	8	9	10	11	12	13

** 1. Whenever payment is made on adhoc 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

2. 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 upto date in column 3 may become nil.

Total value of work done upto 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

Note :
Wherever adhoc payments to contractors against running bills are made in accordance with the extant Works Policy, the amount so paid shall be adjusted.

Form WAM 6 (Contd).

II. MEMORANDUM OF PAYMENTS

			I	II
1.	Total value of work actually measured as per Account No. I, Column 10	(A)	----------	----------
2.	Total upto date adhoc payment for work covered by approximate or plan measurements as per Account I, Col. 3	(B)	----------	----------
4.	Total upto date payments [(A)+(B)]	(C)	----------	----------
5.	Total amount of payments already made as per entry (D) of last Running Account Bill No. …… dated …… forwarded to the Accounts Department on ……	(D)		----------
6.	Balance [(C) - (D)]			----------
7.	Payments now to be made:		----------	
	a) by cash / cheque		----------	
	b) by deduction for value of materials supplied by BHEL vide Annexure A attached		----------	
	c) by deduction for hire of tools and plant vide Annexure B attached		----------	
	d) by deduction for other charges vide Annexure C attached		----------	
	e) by deduction on account of security deposit		----------	
	f) by deduction on account of Income Tax			----------

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

III. CERTIFICATE OF THE ENGINEER IN CHARGE

1	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 ---------- and are reorded at pages - ---------- of Measurement Book No. ---------- (Name and Designation)
2	Certified that the methods of measurement are correct and the work has been carried out in accordance with the terms and conditions, schedules, specifications and drawings etc. forming part of the contract agreement, subject to deviations included in the deviation statement (Annexure D)
3	Certified that in addition to and quite apart from the quantities of work actually executed as shown in column 10 of Part I, some work has actually been done in connection with several items and the value of the such work is, in no case, less than the adhoc payments as per column 3 of Part I, made or proposed to be made, for the convenience of the contractor in anticipation of, and subject to the results of, detailed measurement which will be made as soon as possible.
4	Certified that measurements by Engineer-incharge and test check of prescribed percentage of measurements by the concerned superior authorities has been carried out.
5	Certified that there are no pending recoveries from the contractor on account of chargeable items (e.g T&P, consumables, material, etc.) issued either by BHEL or by the customer and other recoveries like power, water, quarter, tax liability towards declaration forms etc.
6	Certified that with regard to the free issues, regular reconciliation is being done, completed upto ---------- and there are no recoveries pending from the contractor on account of such issues in excess of requirement for execution of work as per contract.
7	Certified that there is no pending recovery for damaged material issued free of cost.
8	Certified that the contractor has fulfilled all the requirements as per contract with reference to statutory obligations (PF, ESI, Minimum Wages, BOCW, Insurance etc.), support services such as service manpower, computer system , T&P etc

Signature of Contractor

Date:

Signature of Engineer in Charge

Designation:

Date:

IV. CERTIFICATE OF THE SENIOR ENGINEER

1	Certified that the measurements have been check measured to the prescribed extent by .... at site and also by the undersigned and the relevant entries have been initialed in the Measurement Book. (vide pages .....) (Name and Designation)
2	Certified that all the measurements recorded in the measurement book have been correctly billed for
3	Certified that all recoverable amounts in respect of materials tools and plant etc. and other charges have been correctly made vide annexures A to C attached.

Certified for payment * of Rs. ..... (Rupees ..... only)

*** Here specify the net amount payable.**

Date:

Signature of Senior Engineer

V. ENTRIES TO BE MADE IN THE FINANCE DEPARTMENT

Code No.:

Accounts Bill No. ---------- dated ----------

Entered in Journal Book vide entry No. ---------- dated ----------

Passed for ---------- Rs.----------

Less Deductions ---------- Rs.----------

Net amount payable ---------- Rs.----------

(Rupees ---------- only)

Payable to Shri / M/s ---------- by cheque / cash

Entered in Contractors ledger No. ---------- Page ----------

ALLOCATION

Estimate No :	Debit (Gross amount)	Credit (Deductions)
Name of Work :		
Account code head		
Total		

Assistant
Date:

Accountant
Date:

Finance Executive
Date:

Form WAM 6 (Contd.)

ANNEXURE A

Statement showing details of materials issued to the contractor Shri / M/S..... in respect of Contract Agreement / Work Order No.....Dated..... and covered by the agreement

Sl.No.	Stores Issue Voucher No. and date	Issue voucher No. and date allotted by stores to the SIV	Description of material issued issued to the contractor	Quantity issued		Quantity actually incorporated in the work	Balance quantity with contractor		If recoverable from the contractor				
				Free	Chargeable		Free	Chargeabl	Rate at which recoverable	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14
							Total						

Certified that …….. (balance quantity of free issue material as per Col. 8 above) is physically available with the Contractor.

Signature of Contractor
Date:

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

ANNEXURE B

Statement showing tools and plant issued to the contractor Shri/M/s..... in respect of Contract Agreement No.....Dated.....

Sl. No.	Description of Tools and Plant Issued	Period for which issued	Rate at which recovery is to be made	Amount recoverable	Amount recovered upto previous bill	Balance Recovered now	Remarks
1	2	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 ……

S. No.	Particulars	Unit	Quantity	Rate	Amount recoverable	Amount recovered up to previous bill	Amount now recovered	Remarks
1	2	3	4	5	6	7	8	9
1	Water charges							
2	Electricity charges							
3	Seignorage charges							
4	Medical charges							
5	Cost of empty gunny bags and empty containers not returned							
6								
7								
8								
				TOTAL				

Signature of Contractor
Date :

Signature of Engineer in Charge
Date :

Signature of Senior Engineer
Date:

ANNEXURE D
DEVIATION STATEMENT

Name of the Contractor:

Contract Agreement No

Name of Work:

Date:

S. No.	Description of Item	Unit	Quantity as per agreement	Quantity as executed	Quantity further anticipated	Total quantity anticipated on completion	Rate as per agreement	Rate as executed	Amount as per agreement	Amount as executed	Amount further anticipated	Total Amount anticipated on completion	Difference		Reason for deviation with authority, if any
													Excess	Savings	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Signature of Engineer in Charge
Date :

Signature of Senior Engineer
Date :

Form WAM 7

BHARAT HEAVY ELECTRICALS LIMITED
DIVISION.....
.....And Final Bill
(Para 4.3.2 of Works Accounts Manual)

Departmental Bill No:
Date:
Name of the Contractor: Division: Sub-Division:
Name of the Work: Date of Written order to commence the work:

Sanctioned Estimate: Date of commencement of the Work:
Contract Agreement/ Work Order No: Dated: Due date of completion as per Agreement:
Date of actual completion of the work:

I. ACCOUNT OF WORK EXECUTED

Adhoc payment for work not previously measured **			Item no. of the agreement / work order	Description of work	Quantity as per agreement	Quantity executed upto date	Rate	Unit	Payment on the basis of actual measurement upto date	Quantity since last running account bill	Payment on t he basis of actual measurement since last running account bill	Remarks
Total as per last running account bill	Since last running account bill	Total upto date										
1	2	3	4	5	6	7	8	9	10	11	12	13

** 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 upto date in column 3 may become nil.

Total value of work done upto 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

Form WAM 7 (Contd.)

II. MEMORANDUM OF PAYMENTS

1	Total value of work actually measured as per Account No. I column 10		(A)	----------
2	Deduct amount of payments already made as per last running account bill No. ..... dated		(B)	----------
3	Payment now to be made [(A) - (B)]		(C)	----------
4	Deduct amounts recoverable from the contractor on account of :			
	a) Materials supplied by BHEL vide Annexure A attached	----------		
	b) Hire of tools and plant vide Annexure B attached	----------		
	c) Other charges vide Annexure C attached	----------		
	d) Income Tax	----------		
	Total Deductions			----------
5	Balance			----------
6	Refunds of Security Deposit			----------
7	Net amount to be paid to the contractor			----------

Net value Rupees (in words) ..... Only

I/ We hereby certify that I/We have performed the work as per the terms and conditions of Contract Agreement/Work Order No.....Dated.....for which payment is claimed as above and that I/We have no further claim under this agreement/work order.

Signature of the Contractor

Date:

III CERTIFICATE OF THE ENGINEER IN CHARGE

1. The measurements on which the entries in columns 7 to 11 of Part I of this bill (Account of work executed) are based were made by.....
.....are recorded at pages.....of measurement book No..... (Name and Designation)
2. A statement showing the quantities of stores issued to the contractor (whether free or on recovery basis) and their disposal is attached.

Date:

Signature of Engineer incharge

Designation:

Form WAM 7 (Contd.)

IV CERTIFICATE OF THE SENIOR ENGINEER

1. Certified that I have personally inspected the work and that the work has been physically completed on the due date in accordance with the terms and conditions, schedules, specifications and drawings etc., forming part of the contract agreement, subject to the deviations noted in Deviation Statement (Annexure D).
2. Certified that the measurements have been check measured to the prescribed extent by…… …… and by the undersigned at site and the relevant entries have been initiated in the measurement book (vide pages……) (Name and Designation)
3. Certified that the methods of measurement are correct.
4. Certified that the measurements have been technically checked with reference to contract drawings, deviations etc.
5. Certified that the measurements recorded in the measurement book have been correctly billed for at the contract rates or approved rates.
6. Certified that all recoverable amounts in respect of stores, tools and plant, water, electricity charges etc. have been correctly made vide Annexures A to C and that there are no other demands outstanding against the contractor on this contract.
7. Certified that the issues of all stores as per statement attached (whether charged to the contractor or direct to the work) have been technically checked and represent fair and reasonable issues for the items of work executed vide Annexure E.
8. Certified that all statutory requirements including PF, ESI, Minimum wages, Insurance, GST, BOCW, etc. are complied with by the Contractor. This should be duly backed by the relevant documents.

Certified for payment of * Rs……(Rupees……only).

***Here specify the net amount payable**

Signature of Senior Engineer

Date

IV ENTRIES TO BE MADE IN THE FINANCE DEPARTMENT

Account code head	Debit (Gross Amount)	Credit (Deductions)
TOTAL		

Passed for……Rs……
Less Deductions……Rs……
Net Amount Payable……Rs……
(Rupees……only)

Assistant

Date:

Accountant

Date:

Finance Executive

Date:

Form WAM 7 (Contd.)

ANNEXURE A
Part I

Statement showing details of materials issued to the contractor Shri / M/S.....in respect of Contract Agreement / Work Order No.....Dated..... and covered by the agreement.

Sl.No.	Stores Issue Voucher No. and date	Issue voucher No. and date allotted by stores to the SIV	Description of material issued issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Whether recoverable from the contractor or supplied free	If recoverable from t he Contractor				
							Rate at which recoverable	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	Remarks
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

Statement showing details of materials issued to the contractor Shri / M/S..... in respect of Contract Agreement / Work Order No.....Dated..... and not covered by the agreement

Sl.No	Stores Issue Voucher No.and Date	Issue Voucher No. and date allotted by stores to the SIV	Description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Issue Rate	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	Remarks
1	2	3	4	5	6	7	8	9	10	11

TOTAL
Add Departmental Charges
Add GST (Wherever applicable)
GRAND TOTAL

Signature of Contractor
Date:

Signature of Engineer-in-Charge
Date:

Signature of Senior Engineer
Date:

Note: Cost of materials recovered in this bill should be shown against item 4 (a) of the memorandum of payments. The amounts of taxes and departmental charges recovered in this bill should be incorporated in Annexure C.

Form WAM 7 (Contd.)

ANNEXURE B

Statement showing tools and plant issued to the contractor Shri /M/S.....in respect of contract Agreement / Work Order No.....Dated.....

Sl.No.	Description of Tools and Plant Issued	Period for which issued	Rate at which recovery is to be made	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	Remarks
1	2	3	4	5	6	7	8
			TOTAL				

Signature of Contractor
Date

Signature of Engineer-in-Charge
Date

Signature of Senior Engineer
Date

ANNEXURE C

Statement showing details of other recoveries to be made from the contractor Shri/M/s..... In respect of Contract Agreement / Work Order No.....Dated.....

Sl.No.	Particulars	Unit	Quantity	Rate	Amount recoverable	Amount recovered upto previous bill	Amount now recovered	Remarks
1	2	3	4	5	6	7	8	9
1	Water charges							
2	Electricity charges							
3	Medical charges							
4	Cost of empty gunny bags and empty containers not returned							
5								
6								
7								
			TOTAL					

Signature of Contractor
Date

Signature of Engineer in Charge
Date

Signature of Senior Engineer
Date

Form WAM 7 (Contd.)

ANNEXURE D
DEVIATION STATEMENT

Name of the Contractor: Contract Agreement/Work Order No.
Name of the Work: Date:

SL. No.	Description of Item	Unit	Quantity as per agreement	Quantity as executed	Rate as per agreement	Rate as executed	Amount as per agreement	Amount as executed	Difference		Reason for the deviation with authority, if any
									Excess	Savings	
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……

Name of the Work:

ON RECOVERY BASIS

SL. No.	Description of material	Unit	Quantity actually issued	Quantity actually incorporated in the work	Balance	Particulars of disposal of balance	Quantity to be issued as per approved data for work actually done	Variation in consumption (difference between colum 5 & 8)		Rate chargeable for excess/short consumption, if any	Amount Recoverable for excess/short consumption, including materials not returned, if any	Remarks
								More	Less			
1	Cement											
2	Bricks											
3	Wood											
4	Asbestos Sheet											
5	Iron Material											
6												
7												

Signature of Contractor
Date:

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

Note

1. The quantities shown in columns 4 and 5 above should tally with those shown in columns 5 & 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.

Form WAM 7 (Contd.)

ANNEXURE F

Statement showing details of materials issued to the contractor Shri/M/s..... in respect of Contract Agreement / Work Order No.....dated.....

Name of the Work:

FREE OF COST

Sl.No	Stores Issue Voucher No.	Description of material	Unit	Quantity issued	Quantity required as per data	Quantity consumed in the work	Balance (if any)	Nature of disposal for the balance	Rate chargeable for material not returned	Amount recoverable for material not returned	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Contractor
Date:

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

ANNEXURE G

QUESTIONNAIRE TO BE ANSWERED BY THE ENGINEER IN CHARGE AND SENIOR ENGINEER

(Correct particulars and answers to be recorded)

1. Name of the Work:
2. Name of the Contractor:
3. Date of commencement of the Work:
4. Contract agreement /Work Order No. and date:
5. Reference to the supplementary Agreement No. if any:
6. Whether administrative approval and technical sanction has been accorded by the competent authority? If so, cite reference?
7. Whether sanction of the competent authority and financial concurrence of the Finance Department for award of the work has been accorded? If so, cite reference.
8. Whether the work has been completed in time? If not whether penalty has been levied or sanction of the competent authority for extension of time granted and communicated to the Finance 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).
9. (a) Whether the rates allowed in the bill have been checked with the contract agreement?

   (b) Whether the rates for extra/supplemental items have been approved by the competent authority and the sanction communicated to the Finance Department together with rate analysis? If so, cite reference
10. Whether deviations have been approved by the competent authority? If yes, give reference to the approval; if not, give reasons.
11. Whether the rates of recovery of stores issued to the contractor which are not provided for in the contract agreement have been settled in consultation with Finance?
12. Whether discrepancies pointed out by the Finance department in the stores statement have been reconciled and accepted by the Finance Department?
13. 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 returned stores vouchers have been shown in Stores statement? If not, whether the cost of such excess materials has been recovered at the prescribed rate? Whether consumption statements in respect of materials chargeable to the work have been attached to the bill?
14. Whether consumption of materials shown has been technically checked by Senior Engineer?
15. Whether materials issued and used in the work is not less than that required for consumption in work according to our specifications? If consumption is less, whether necessary recovery has been made in the bill?
16. Whether measurements have been checked by the Engineer and Senior Engineer to the extent required and certificates of check recorded in the measurement books?
17. Whether contractor has signed the bill and the measurement books without reservations? If not, whether reasons have been intimated to the Finance Department?
18. Whether arithmetical calculations have been checked and certificate recorded in the measurement books by a person other than the one who calculated initially?
19. Whether any work was done at the risk and cost of the contractor and whether such cost has been recovered from him? Give particulars.
20. Whether all advance payments on running accounts have been recovered?
21. Whether all the recoveries due for services given to the contractor like rent of accommodation, water charges, electricity charges have been recovered and whether payments made by the company on behalf of the contractor have been adjusted?
22. Whether the files containing abstracts from measurement books/standard measurement books have been completed/updated?
23. Whether hire charges for tools & plant have been recovered and the statement of hire charges with full details attached?
24. Whether the certificate of workmanship and completion of work according to specifications, drawings etc. is recorded by Engineer Incharge/Senior Engineer and whether recoveries have been made for defective works, if any?
25. Whether all corrections in the bill/measurement books etc. have been neatly made and attested and there are no overwriting?
26. Whether final measurements have been taken as soon as possible after completion of the work and the certificate of completion issued? If not, whether reasons for delay have been recorded and communicated to finance department?
27. In respect of quantities reduced in the final bill as compared to the running payment, whether adequate reasons have been recorded and communicated to finance department?
28. Whether the expenditure has been classified correctly according to heads of account recorded in the sanctioned estimate?
29. Whether the work has been completed within the estimated cost? If not, what is the percentage of excess over the sanctioned estimate/ administrative approval? In case the excess is beyond the competency of the Senior Engineer, what action has been taken for obtaining the approval of the authority competent to sanction the excess?
30. (a) If the contractor has furnished bank guarantee in lieu of cash security deposit towards proper execution of works and guarantee against defects during the maintenance period, whether the period of currency of the bank guarantee covers the entire maintenance period?

   (b) If not whether security deposit has been proposed to be recovered from the final bill?
31. Whether all the previous audit objections raised on running account bills have been settled? If so, cite references.

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)
(On non-Judicial stamp paper of appropriate value)

Bank Guarantee No……
Date……

To

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR NORTHERN REGION,
HRDI & PSNR COMPLEX, PLOT NO. 25,
SECTOR – 16 A, NOIDA – 201301, U.P.

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/ Notice Inviting Tender No……[1] (Tender Conditions),M/s. ……. having its registered office at ……[2] (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of……[3] invited by M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot no. 25, Sector – 16 A, Noida – 201301, U.P.

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

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of .....[4] ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the .....[Name & address of the Bank] having our Registered Office at ……(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. [4] .....(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

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

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)
(On non-Judicial stamp paper of appropriate value)

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

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

We …….. Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Guarantee shall be irrevocable and shall remain in force upto and including……[5] and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the ……. [6] we shall be discharged from all liabilities under this Guarantee.

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

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed……[4]…..

b) This Guarantee shall be valid up to ……[5]

c) Unless the Bank is served a written claim or demand on or before _____[6] all rights under this guarantee shall be forfeited and the Bank shall be relieved and

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)
(On non-Judicial stamp paper of appropriate value)

discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Date……
Place of Issue……

[1] Details of the Invitation to Bid/ Notice Inviting Tender
[2] Name and Address of the Tenderer
[3] Details of the Work
[4] BG Amount in words and Figures
[5] Validity Date
[6] Date of Expiry of Claim Period

Note:

1. Bidders are advised that expiry of claim period may be kept 3-6 months after validity date..

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 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, 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. All charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor.

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)
(On non-Judicial stamp paper of appropriate value)

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)

B.G. NO. Date

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____[1] through its Unit at……..(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at_____ [2] (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No._____ dated _____ [3] valued at Rs……[4] (Rupees ----------)[4] (hereinafter called the said Contract), of Retention Amount for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs._____ 5 (Rupees _____ _____ only),

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

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

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

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____[6] and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____7, we shall be discharged from all the liability under this guarantee thereafter.

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

We, ____(indicate the name of the Bank)____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed…… [5]

b) This Guarantee shall be valid up to ……[6]

c) Unless the Bank is served a written claim or demand on or before _____[7] all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date _____ Day of _____

for____(indicate the name of the Bank)__

(Signature of Authorized signatory)

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

[1] ADDRESS OF THE EMPLOYER. i.e. Bharat Heavy Electricals Limited

[2] ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

[3] DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

[4] CONTRACT VALUE

[5] BG AMOUNT IN FIGURES AND WORDS

[6] VALIDITY DATE

[7] 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.

FORMAT-29

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

1. Chronology of the Disputes

2. Brief of the Contract/MoU/Agreement/LOI/LOA

3. Brief history of the Disputes:

4. Issues:

5. Details of Clam(s)/Counter Claim(s):

Sl. 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-30

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in-spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

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

In terms of Clause ---------of Procedure i.e., Annexure ------ to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of BHEL

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

FORMAT-31

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
BHEL (Head of the Unit/Division/Region/Business Group)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY A STAKEHOLDER**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in-spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above-referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl. No.	Claim description	Amount involved

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

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause ---------of Procedure i.e., Annexure ------ to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of the Stakeholder

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

FORMAT-32

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: **INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

This is with reference to letter dated ---------- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract ...../MoU/Agreement/LOI/LOA, if possible.

Name and contact details of Conciliator(s)

a) .....

b) .....

c) .....

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 29 (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.

Procedure-2.3

PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:

2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format-30** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-31** 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-32**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-29**.

5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.

6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.

9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.

10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.

11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.

12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.

13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after

seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.

16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.

17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.

18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.

19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.

20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged

absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

a. On the date of signing of the Settlement agreement by the Parties; or,

b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,

c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,

d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,

e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	**Particulars**	**Amount**
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)

Sl No	Particulars	Amount
		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.
3	Secretarial expenses	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
4	Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	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 /

Sl No	Particulars	Amount
		Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.

25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.

26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.

27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement,

except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.

30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:

a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;

b. admissions made by the other party in the course of the Conciliator proceedings;

c. proposals made by the Conciliator;

d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.