

# Volume - IC General Conditions of Contract

(Common for Power Sector Regions)

2012

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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 (upload on E portal using Digital Signature in case of E tender) in token of complete acceptance thereof.** 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 returned by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid / **upload on E portal using Digital Signature in case of E tender**. 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 (**Or upload on E portal website <https://eprocurebhel.co.in> in case of E tender**) **as per instructions in the NIT.**
- 1.2.2 Tenders submitted by post shall be sent by "REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER" and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. **In case of E tenders; Tenders shall be uploaded with due allowance for any last minute failure in E-tender Portal/internet connectivity etc.** BHEL takes no responsibility for any such issues. **The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances. In any case the E-tender, Portal will not allow any tenderer to**

**submit their tenders after the due date/time of offer submission.** ~~Offers received by Fax/Email/Internet shall be considered as per terms of NIT.~~

- 1.2.3 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, ~~in the presence of such of those tenderers or their authorised representatives who may be present~~
- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed 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~~ **shall also be opened ONLINE.** 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.

**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. 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 (in case of E tender, E portal shall be used) 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 **Conventional (Manual) Price Bid opening** : In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:
- i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct
  - ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct
  - iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
  - iv) In case of lump sum price, 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.
  - v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.
  - vi) The 'Final Total Amount' shall be arrived at after considering the amounts worked out in line with 'i' to 'iv' above.

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. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.

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) .Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.
- 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 **(ONLINE)** and evaluated for fulfilling the Pre Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted/**Uploaded** 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+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 including submission of TDS certificates for the said job
- iv) Assessing Bidder 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 price bid opening/ **(Online)** / or through electronic Reverse Auction, at the discretion of BHEL
- 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 and receipt of unqualified acceptance from the successful bidder.
- 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 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 duly 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 **AUTHORISATION AND ATTESTATION**

Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders

#### 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. EMD shall be furnished as per the amount indicated in special conditions of contract/NIT as detailed below:

- i) EMD can be paid in cash deposit (as permissible under extant Income Tax Act) before tender opening,
- ii) EMD can be paid through Banker's cheque/Pay order/Demand Draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (Along with the offer).
- iii) Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account shall be as indicated in special conditions of contract/NIT.
- iv) Fixed Deposit Receipt (FDR) issued by Scheduled banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

**Note: In addition, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months.**

- v) No other form of EMD remittance shall be acceptable to BHEL
- vi) **ONLY For SAS jobs**, (other than R&M jobs), Bidder may opt to deposit "One Time EMD" of Rs. 5.0 lakhs (Rupees Five lakhs only) with BHEL:Power Sector Region HQ issuing the tender, which will enable them to participate in all the future tender enquiries in respect of SAS jobs issued from the respective office. Interested bidders may clearly send their consent for converting the present EMD into a "One Time EMD" in their offer.
  - Note : The 'One Time EMD' cannot be withdrawn by the tenderers within 3 years from the date of deposit, under any circumstances. The Tenderer who wishes to withdraw after three years will not be allowed to submit 'One Time EMD' again.
- vii) Bidders who have already deposited such "One Time EMD" of Rs. 5.00 lakh (Rupees Five lakhs

only) are exempted from submission of EMD for tenders of **SAS Jobs**. However a copy of 'One Time EMD' certificate issued by BHEL Regional HQ issuing the tender shall be enclosed along with the offer.

1.9.2 EMD by the bidder will be forfeited as per Tender Documents if

- i) After opening the tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/contract.

1.9.3 EMD shall not carry any interest.

1.9.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.

**1.9.5 EMD of successful bidder shall be retained as part of Security Deposit.**

1.9.6 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provision of extant "Guidelines on Suspension of business dealing with supplier/contractors" and forfeited/released based on the action as determined under these guidelines.

#### **1.10 SECURITY DEPOSIT**

1.10.1 Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of the provision of the contract. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. The total amount of Security Deposit will be **5 % of the Contract Value**. **EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.**

~~1.10.2 The security Deposit should be furnished before start of the work by the contractor.~~

1.10.3 Modes of Deposit: The balance amount to make up the required Security Deposit of 5 % of the contract Value may be furnished in any one of the following forms

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer, in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL.
- v) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).

**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 Remittance of Security Deposit:** At least 50 % of the required Security Deposit, including the EMD, shall be submitted **before start of work**. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.

1.10.5 In case the value of work exceeds / ~~reduces~~ from the awarded / accepted value, the Security



Deposit shall be correspondingly enhanced /~~reduced~~ 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) ~~There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re-adjusted in proportion.~~
- iii) ~~In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. **In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL.**~~
- iv) Contract value for the purpose of operating the ~~reduced~~/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.

1.10.6 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee (by contractor) in acceptable form, but only once, before completion of work, at the discretion of BHEL.

1.10.7 The Security Deposit shall not carry any interest

1.10.8 The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the fulfillment of all contractual obligations as per terms of the contract.

1.10.9 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 refunded/Bank Guarantee(s) released to the Contractor upon fulfillment of contractual obligations as per terms of contract, 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.
- 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 (subject to a minimum period of six months), 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/any extensions/amendments shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

#### **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 by Bharat Heavy Electricals Limited. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

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 (Revised w.e.f 09<sup>th</sup> Apr 2013)**

1.15.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:-

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more tenderers as per NIT.
- c. To award the work in part if specified in NIT
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

1.15.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

1.15.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted ) 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 reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with clause no. 9.0 of the 'NIT'. The decision of BHEL will be final in this regard.

- 1.15.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.15.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.15.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.15.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.15.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.15.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders
- 1.15.11
- a) Any discount/revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer / Bid submission (i.e Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. However incase the bidder offering the discount on specific item(s) becomes L-1 and work gets awarded, BHEL shall ensure that L-1 status of the bidder remains unchanged during execution of the contract due to quantity variation by reduction in contract value to the extent required. In case of Reverse Auction, the price submitted by the bidder during online sealed bid and further Reverse Auction, shall be the discounted price. No further discount shall be applied by BHEL for evaluation.
  - b) Unsolicited discounts/revised offers received after the due date and time of offer / Bid Submission (i.e Part-I bid) 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. (This clause shall not be applicable incase the unsolicited revised offer is towards enhancement of rates/price)

1.15.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

~~1.15.13 If the final price of successful bidder is lesser by 'more than 20%' of BHEL's estimates, 'Additional Security Deposit' will be required to be submitted by the successful bidder with value as follows:~~

~~Additional Security Deposit – 30 % of (A - B) will be calculated as below:~~

~~A = 80% of BHEL estimate~~

~~B – The final offered price of successful bidder through RA (In case of RA)~~

~~OR~~

~~Scaled paper price bid of successful bidder (in case of paper bid)~~

~~This 'Additional Security Deposit' shall have the same validity as that of the 'Security Deposit' and shall be revalidated/released in the manner as spelt out for the 'Security Deposit' as per relevant clause of GCC.~~

~~The BHEL's estimated value shall be disclosed to successful bidder (on request) in case 'Additional Security Deposit' is applicable.~~

## 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 Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- ii) “EXECUTIVE DIRECTOR” or ‘GROUP GENERAL MANAGER’ or “GENERAL MANAGER (Incharge)” or “GENERAL MANAGER” shall mean the Officer in Administrative charge of the respective Power Sector Region.
- iii) “COMPETENT AUTHORITY” shall mean Executive Director or Group General Manager or General Manager (Incharge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (Incharge) or General Manager 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, 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 mutually agreed upon and the Letter of Intent/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.
- 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” 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 synchronisation 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)	“COMMENCEMENT DATE” or “START DATE” shall mean the commencement/start of work at Site as per terms defined in the Tender.
xxvii)	“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
xxviii)	“TERMINATION” of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract
xxix)	“DE MOBILISATION” shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor
xxx)	“RE MOBILISATION” shall mean the resumption of work with all resources required for the work after demobilization.
2.2	<p><b>LAW GOVERNING THE CONTRACT AND COURT JURISDICTION</b></p> <p>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 or 2.21.2 of this contract, the Civil Court having original Civil Jurisdiction at Delhi for PSNR, at Kolkata for PSEER, at Nagpur for PSWR and at Chennai for PSSR, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p>
2.3	<p><b>ISSUE OF NOTICE</b></p> <p>2.3.1 <b><u>Service of notice on contractor</u></b> Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same <b>by Registered Post / Speed Post</b> 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.</p> <p>2.3.2 <b><u>Service of notice on BHEL</u></b> 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.</p>
2.4	<p><b>USE OF LAND</b></p> <p>No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.</p>



**2.5 COMMENCEMENT OF WORK**

- 2.5.1 The contractor shall commence the work as per the time indicated in the Letter of Intent 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 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 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.

**2.7.2**

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

- 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:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (\*) as per rates of new contract

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

H = Overhead Factor to be taken as 5

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

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

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost

amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

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

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

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

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

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

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

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

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

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 endeavour will be made by BHEL to this end, they 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** In case the execution of works 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 two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified 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 at its discretion may consider contractor's request to short close the contract in 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 shutdown or on other facilities of customer or any other 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 mutually agreed, shall however be reduced from the final contract value.

**2.7.9 LIQUIDATED DAMAGES/PENALTY**

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 of delay shall be the delay attributable to the Contractor for the completion of work as per 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.

**2.7.10 RECOVERY RATES FOR MATERIALS AND TOOLS & PLANT (Not specified in the contract)**

In case delays are not attributable to the contractor and stores & materials are issued by BHEL/ Customer to the Contractor for expediting the work, cost of such material will be recovered at higher of the prevailing market rate or the book rate plus 5% departmental charges with the due approvals of BHEL Competent authority.

Recoveries alongwith applicable Sales Tax/ VAT/ other duties shall be effected within three months from the date of issue of material, beyond which the interest will be charged on the outstanding amount at base rate of SBI (as on the day of issue of material) + 6%.

When the Contractor is not responsible for delay and the works needs to be completed within a specified time frame, the services of BHEL T&P alongwith operator and fuel may be extended to the Contractor with the due approvals of BHEL Competent authority at the charges prevailing in BHEL based on internal guidelines.

**2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC (Revised w.e.f 09<sup>th</sup> Apr 2013).**

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 may be enacted by the State Government & Central Government 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) issued by the Principal Employer/Customer.
- 2.8.5 The contractor shall pay and bear all taxes, fees, license charges, deposits, duties, 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.

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.

**2.9 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION**

2.9.1 A detailed plan/programme for completion of the contractual scope of work as per the time schedule given in the contract shall be jointly agreed between BHEL and Contractor, before commencement of work. The above programme shall be supported by monthwise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis a vis this jointly agreed programme. 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. 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 'Annual/Overall Performance Evaluation' of the Contractor and also 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**

2.10.1 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

2.10.2 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 monthly reviews jointly signed, 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 A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources (with weightages) to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done every month of the 'Time extension' period in the same manner as is done for the regular contract period.
- 2.11.5 During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program
- 2.11.6 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, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. 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 attributable to contractor and recoverable from the dues payable to the contractor.

## 2.12 OVERRUN COMPENSATION (ORC)

- 2.12.1 **ORC during original contract period:** No ORC shall be applicable during the original contract period.
- 2.12.2 **ORC during extended period for the reasons solely attributable to contractor:** No ORC shall be applicable during the extended period granted for the reasons solely attributable to contractor and work executed during this period shall be paid as per original contract rates.
- 2.12.3 **ORC during extended period for the reasons not attributable to contractor:** ORC shall be payable as per following procedure:
- 2.12.3.1 For initial period of twelve months of extended period, ORC rate applicable over executed value shall be 5%. For every subsequent period of twelve months, ORC rate shall be further increased by 5% over the previous rate. For example, ORC rates applicable for initial period of 12 months and subsequent period of 12 months are given below.

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

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

- 2.12.3.2 On completion of original contract period as well as on completion of each subsequent period of twelve months i.e. at the time of change in applicable ORC rate, Delay Analysis shall be carried out and percentage shortfall attributable to both BHEL & Contractor shall be calculated.
- 2.12.3.3 For the purpose of calculation of ORC, executed value of work in the month shall be divided in Part-1 and Part-2 in proportion of percentage shortfall attributable to BHEL and contractor respectively, based on the last delay analysis as worked out in 2.12.3.2.  
ORC shall be payable only on Part-1 and no ORC shall be payable on Part-2.  
Value of Part-1 shall be further limited to the value of actual inputs provided by BHEL i.e. "Plan - Shortfall attributable to BHEL" for the month, as per Form-14 for calculation of ORC.

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

- (i) 50% of the ORC is allocated for deployment of matching resources (with weightages) agreed as



per the joint programme drawn vide 2.11.4. ORC Payment against resources shall be calculated in proportion to percentage of resources actually deployed w.r.t. planned resources, as per Form-14.

- (ii) 50% of ORC is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. ORC Payment shall be reduced in proportion to percentage shortfall attributable to contractor w.r.t.-“Plan - Shortfall attributable to BHEL” for the month, as per Form-14.

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

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

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

- i). Contractor has not been permitted by BHEL to de-mobilize
  - a) ORC amount of Rs. 1,00,000/- per month shall be applicable during the period of HOLD provided resources as planned are deployed (not demobilised) during the period of hold.
  - b) Subsequent to lifting of HOLD, Period of HOLD shall not be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.
- ii). Contractor has been permitted to demobilize and to remobilize after lifting of HOLD
  - a) No ORC shall be payable to contractor for the period of HOLD.
  - b) Subsequent to lifting of HOLD, Period of HOLD shall not be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.

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

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

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

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

2.12.5 Total Over Run Compensation shall be limited to 10% of the cumulatively executed contract value

till the month (excluding Taxes and Duties if payable extra). For this purpose, executed contract value excludes PVC, ORC and Extra/Supplementary Works.

**2.13 INTEREST BEARING RECOVERABLE MOBILISATION ADVANCES**

**2.13.1** 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 Mobilisation 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** Contractor shall establish the utilization of advance drawn before the release of next installment.

**2.13.3** 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.

**2.13.4** Unadjusted amount of advances paid shall not exceed 5% of the total contract value at any point of time. Recovery of advances shall be made progressively from each Running Bill such that the advance amounts paid along with the interest is fully recovered by the time the contractor's billing reaches 90% of total value of works to be executed.

**2.13.5** Bank Guarantee towards 'Interest Bearing Recoverable Mobilisation Advance' shall be atleast 110% of the advance so as to enable recovery of not only principle amount but also the interest portion, if so required.

**2.13.6** Payment and recovery of Interest Bearing Recoverable mobilisation advance shall be at the sole discretion of BHEL and shall not be a subject matter of arbitration.

**2.13.7** The rate of interest applicable for the above advances shall be the Base rate of State Bank of India prevailing at the time of disbursement of the advance + 6%, and such rate will remain fixed till the total advance amount is recovered

**2.13.8** Recovery rate per month shall be higher of the following:

A. the sum of:

a. Not less than 10% of Running Bill amount

b. Simple interest up to the date of RA Bill on the outstanding Principle amount/amounts

**OR**

B. The rate at which the advance amounts paid along with the interest is fully recovered by the time the contractor's billing reaches 90% of total value of works to be executed:

**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 or the balance contract period which ever is later. 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 and the remaining recovery period.

**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 **The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side).** The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limit of Minus (-) 15% of awarded contract value
- 2.14.2 Compensation due to variation of final executed value in excess of the limits defined in clause above, shall be as follows:
- In case the finally executed contract value reduces below the lower limit of 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 contract value and the actual executed value.
  - In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, there will be no upward revision in the rates **for the individual items and also contractor is not eligible for any compensation.**

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 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 CPWD-DSR-2007 (or latest edition) 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, whichever is less
  - c) Item rates are to be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor, plus 15% towards Contractor's overheads and profit.
- ii) PVC and ORC will not applicable be 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 **PRICE VARIATION COMPENSATION**

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

2.17.2 85% component of Contract Value shall be considered for PVC calculations and remaining 15% shall be treated as fixed component. The basis for calculation of price variation in each category, their

component, Base Index shall be as under:

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

(Other than Cement & Steel)	Commodity Code:1000000000 (See Note E)					
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**Note: A) Cement & Steel : Free Issue (BHEL Scope)**

**B) Cement & Steel : In Contractor Scope**

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

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

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

2.17.3 #

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

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

Where

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

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

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

X<sub>N</sub> = Revised Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials for the billing month under consideration

X<sub>o</sub> = Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials as on the Base date

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

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

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

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

2.17.9 PVC shall be applicable only, during the extended period of contract (if any) after the scheduled

completion period and for the portion of work delayed / backlog for the reasons not attributable to the Contractor.

However total quantum of Price Variation amount payable/recoverable shall be regulated as follows:

- i. For the portion of shortfall/ backlog not attributable to contractor, PVC shall be worked out on the basis of indices applicable for the respective month in which work is done. Base index shall be applicable as defined in clause 2.17.5
- ii. In case of Force majeure, PVC shall be regulated as per (a) or (b) below:
  - a) Force majeure is invoked before “base date”/“revised base date” (as explained below) OR immediately after “base date”/“revised base date” in continuation (i.e. during the period when PVC is not applicable):
    1. Base date shall be revised: Revised base date =Previous base date + duration of Force majeure.  
No PVC will be applicable for the work done till revised base date.
    2. PVC will be applicable for the work done after “base date”/“revised base date” as the case may be (during extended period when delay is not attributable to contractor). PVC shall be worked out on the basis of indices applicable for the respective month in which work is done with base index as on “base date”/“revised base date” as the case may be.
  - b) Force majeure is invoked after “base date”/ “revised base date” as the case may be (during extended period when delay is not attributable to contractor) -
    1. PVC shall be applicable for the work done after revocation of force majeure.
    2. PVC for the work done after revocation of force majeure shall be worked out on the basis of indices applicable for the respective month in which work is done excluding the effect of change in indices during total period of Force majeure(s) invoked after “base date”/ “revised base date” as the case may be. Base index shall be taken as on “base date”/ “revised base date” as the case may be.
- iii. The total amount of PVC shall not exceed 15% of the cumulatively executed contract value. Executed contract value for this purpose is exclusive of PVC, ORC, Supplementary/Additional Items and Extra works except extra items due to quantity variation.

## 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, equipments, 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 and the cost so incurred by BHEL shall be deducted from the Contractor's bills.

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**

The following shall amount to Force Majeure:-

2.20.1 Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.

2.20.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

**2.21 ARBITRATION & CONCILIATION**

**2.21.1 ARBITRATION:**

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



also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of 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.
- 2.22.2 Refund of Retention Amount shall be as follows:
- i) 50% of retention amount along with 'Final Bill'
  - ii) Balance 50% of retention amount shall be retained towards 'Performance Guarantee for Workmanship' and shall become refundable after expiry of Guarantee period, provided all the defects noticed during the guarantee period have been rectified to the satisfaction of BHEL Site Engineer/BHEL Construction Manager, and after deducting all expenses/other amounts due to BHEL under the contract/other contracts entered into by BHEL with them. This portion of the retention amount can be released on commencement of the Guarantee period, on submission of equivalent Bank Guarantee.

**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 re do 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 Site Engineer at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work

#### 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 Guarantee money.

2.24.2 BHEL shall release the guarantee money 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 Guarantee money refundable.

#### 2.25 **CLOSING OF CONTRACTS**

The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. BHEL shall issue Performance/Experience Certificates as per its own internal guidelines based on

	the specific request of the Contractor.
2.26	<b>REVERSE AUCTION:</b> BHEL reserves the right to go for Reverse Auction for Price Bid Opening by BHEL appointed service provider, instead of opening the submitted sealed price bid/ Uploaded E bid in the conventional way/ through E-Portal. The Business Rules for Reverse Auction shall be as per BHEL guidelines issued from time to time.
2.27	<b>SUSPENSION OF BUSINESS DEALINGS</b> 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.
2.28	<b>OTHER ISSUES</b>
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, etc
2.28.5	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.

Rev 01

1<sup>st</sup> June  
2012

# VOLUME ID FORMS & PROCEDURES

(Document No. PS:MSX:F&P)

BHARAT HEAVY ELECTRICALS  
LIMITED



# FORMS & PROCEDURES

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1.10	Contract Agreement	F-10 (Rev 00)	
1.11	Bank Guarantee Bond (in lieu of Security Deposit)	F-11 (WAM-22)	Revised
1.12	Bank Guarantee for Interest Bearing Refundable Advance	F-12 (Rev 00)	
1.13	Extension of Validity of Bank Guarantee	F-13 (Rev 00)	
1.14	Monthly Plan & Review with Contractors	F-14 (Rev 01)	Revised
1.15	Monthly Performance Evaluation of Contractor	F-15 (Rev 02)	Revised
1.16	<del>Evaluation of Contractor Performance (Quarterly)</del>	<del>F-16 (Rev 00)</del>	Deleted
1.17	Evaluation of Contractor Performance (Annual)	F-17 (Rev 01)	Under revision ##
1.18	Evaluation of Contractor Performance for the Contract (Overall)	F-18 (Rev 01)	Under revision ##

## FORMS & PROCEDURES

S N	Description	Form No	Remarks
1.19	<del>Milestone Completion Certificate</del>	<del>F-19 (Rev 00)</del>	
1.20	<del>Completion Certificate</del>	<del>F-20 (Rev 01)</del>	Revised
1.21	Indemnity Bond	F-21 (Rev 00)	
1.22	Consortium Agreement	F-22 (Rev 00)	
1.23	Claim for Refund of Security Deposit	F-23 (WAM-10)	Revised
1.24	Refund of Guarantee Money	F-24 (Rev 00)	
1.25	Power of Attorney for Submission of Tender/Signing Contract Agreement	F-25 (Rev 00)	
1.26	Analysis of Unit Rates Quoted	F-26 (Rev 00)	
1.27	Running Account Bill	F-27 (WAM-06)	Revised
1.28	Final Bill	F-28 (WAM-07)	Revised
1.29	Bank Guarantee Bond Earnest Money (if applicable)	F-29 (WAM-23)	New
1.30	Statement of Claims/ Counter Claims to be submitted to the IEC by both the parties	F-30	
1.31	Format for Notice Invoking Conciliation clause by BHEL for referring the disputes to conciliation through IEC	F-31	
1.32	Format for Notice Invoking Conciliation clause by a stakeholder for referring the disputes to conciliation through IEC	F-32	
1.33	Format for intimation to the stakeholder about appointment of Conciliator/ IEC	F-33	
2.0	<b>Procedures</b>		
2.1	Procedure and Business Rules for Reverse Auction	As per Company Policy	
2.2	Integrity Pact	As per Company Policy	
2.3	Procedure for conduct of Conciliation Proceedings	As per BHEL Conciliation Scheme (New)	
3.0	<b>Customer specific procedures</b>		
3.1			

## : 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

## 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 &amp; Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Request for Clarification**Ref : 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

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

Yours faithfully,

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



## 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 COMPLETE D	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.

DATE :  
PLACE:

Signature

Name, Designation &amp; Seal of Bidder

## CONTRACT AGREEMENT

Form No: F-10 (Rev 00)

### **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 INTENT NO.	
TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION)	

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
(SIGNATURE OF BHEL OFFICER )

## CONTRACT AGREEMENT

Form No: F-10 (Rev 00)

### 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 Intent 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 Intent 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.

## CONTRACT AGREEMENT

Form No: F-10 (Rev 00)

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, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of

## CONTRACT AGREEMENT

Form No: F-10 (Rev 00)

consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.

14. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

16. The following documents

1. Invitation to Tender No-----  
and the documents specified therein.

2. Contractor's Offer No-----  
dated-----.

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. Letter of Intent 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)**

# WORKS ACCOUNTS MANUAL

Form No F-11 (WAM 22)

## 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 \_\_\_\_\_<sup>1</sup> through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_<sup>2</sup> (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_<sup>3</sup> valued at Rs. ....<sup>4</sup> (Rupees - -----)<sup>4</sup> (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. \_\_\_\_\_<sup>5</sup> (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 \_\_\_\_\_<sup>6</sup> and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>7</sup>, we shall be discharged from all the liability under this guarantee thereafter.

We, \_\_\_\_\_ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>5</sup>
- b) This Guarantee shall be valid up to .....<sup>6</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>7</sup> all rights under this guarantee shall be forfeited and the Bank

Form No F-11 (WAM 22) (Contd.)



# WORKS ACCOUNTS MANUAL

(Contd.) Form F-11 WAM 22)

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)

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

## Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

## 4. In Case of Bank Guarantees submitted by Foreign Vendors-

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

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 Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001, 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**

- 
- (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 forbear 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 notwithstanding 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**

- (8) Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts at Nagpur 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

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

-----  
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-	<b>MONTHLY PLAN &amp; REVIEW WITH CONTRACTOR</b>	<b>Page 1 of 6</b>
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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 Measurement	Unit Rate	Planned		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.)
				(QTY Planned for the month as per Part –C of last month)		B		C		D		E=A+B-C-D				
				Phy.	Financial	Phy	Financial	Phy.	Financial	Phy.	Financial	Phy.	Financial			
(a)	(b)	(c)	(d)	A		B		C		D		E=A+B-C-D				
				Phy.	Financial	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 =  $[(\Sigma E - \Sigma B) / (\Sigma A - \Sigma D)] \times 100$   
In case,  $(\Sigma E - \Sigma B)$  is negative, then it shall be treated as zero percent."

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

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

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)





 PS-	<b>MONTHLY PLAN &amp; REVIEW WITH CONTRACTOR</b>	<b>Page 4 of 6</b>
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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  $\Sigma(C \times D) / \Sigma(A \times B)$ 

 BHEL  
 (Sign with name, designation and date)

 CONTRACTOR  
 (Sign with name, designation and date)

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

Date of Plan .....

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.

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

 PS-	<b>MONTHLY PLAN &amp; REVIEW WITH CONTRACTOR</b>	Page <b>6</b> of <b>6</b>
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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)

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

**MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR**

Form No.: F-15 (Rev 02)

Page 1 of 6

<b>Project</b>	<b>Parameter for Measurement</b>	<b>Vendor</b>	<b>Max Score</b>	<b>Score Obtained</b>	<b>Package/Unit</b>	<b>Supporting Documents</b>
<b>Sl. No.</b>		<b>Classification</b>			<b>Measurement Key/Scheduled date</b>	
<b>#1.01</b>	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
<b>#1.02</b>	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
<b>#1.03</b>	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
<b>#1.04</b>	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
<b>#1.05</b>	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
<b>#1.06</b>	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
<b>#1.07</b>	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
<b>#1.08</b>	Total number of complaints received in the month on the quality of finish / aesthetics	QUALITY	1		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package In-charge

Name and Signature of Contractor

**MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR**

Form No.: F-15 (Rev 02)

Page 2 of 6

<b>Project</b>	<b>Vendor</b>	<b>Max Score</b>	<b>Score Obtained</b>	<b>Package/Unit</b>	<b>Supporting Documents</b>
<b>Sl. No.</b>	<b>Parameter for Measurement</b>			<b>Measurement Key/Scheduled date</b>	
<b>#2.01</b>	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.	5		Number of days delayed from second working day of the month	Daily Log Book entry/Incident Registers/letter references
<b>#2.02</b>	Percentage of timely submission of Daily Reports for Progress of work, Resources, Consumables etc.	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
<b>#2.03</b>	Number of days delayed for submission of FQP log sheets / protocols / Monthly Progress Reports for the work executed during the month under measurement	1.5		Number of days delayed/Scheduled date is first 2 working days of next month	Daily Log Book entry/Incident Registers/letter references
<b>#2.04</b>	Percentage Shortfall attributable to contractor w.r.t. "Plan - Shortfall attributable to BHEL " for the month as per Form-14	35		As per Part-A of Form-14	Progress review formats
<b>#2.05</b>	Number of days delayed in submission of Running bills with complete supporting documents (including updated reconciliation statement of BHEL issued material) for the month	2		Number of days delayed / Scheduled date is 7th day of next month	Daily Log Book entry/Incident Registers/letter references
<b>#2.06</b>	Number of times the Top Management of contractor did not respond to critical issues of site, for the month	1		Total number of instances	Daily Log Book entry/Incident Registers/letter references
<b>#2.07</b>	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	2		Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
<b>#2.08</b>	Number of times rework was refused by contractor	1		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package In-charge

Name and Signature of Contractor

Project	Parameter for Measurement	Vendor	Max Score	Score Obtained	Package/Unit	Supporting Documents
Sl. No.		Classification			Measurement Key/Scheduled date	
#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

Name and Signature of BHEL Package In-charge

Name and Signature of Contractor



**MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR**

Form No.: F-15 (Rev 02)

Page **4** of **6**

<b>Project</b>	<b>Parameter for Measurement</b>	<b>Vendor</b>	<b>Max Score</b>	<b>Score Obtained</b>	<b>Package/Unit</b>	<b>Supporting Documents</b>
<b>Sl. No.</b>		<b>Classification</b>			<b>Measurement Key/Scheduled date</b>	
<b>#4.04</b>	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 steel 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
<b>#4.05</b>	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
<b>#5.01</b>	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
<b>#5.02</b>	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
<b>#5.03</b>	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
<b>#6.01</b>	Cumulative number of days in a month the nominated Safety Officer was not available	HSE & SA	1		Safety Officer should be available for all the days	Daily Log Book entry/Incident Registers/letter references
<b>#6.02</b>	Shortfall in number of weekly safety meetings in the month conducted or attended by the Safety Officer	HSE & SA	0.5		Safety meetings to be held every week	Copy of Minutes of meeting
<b>#6.03</b>	Level of compliance w.r.t decisions taken in previous Safety meetings	HSE & SA	0.5		Number of consolidated issues discussed in Safety meetings	Copy of Minutes of meeting, Non-compliance intimation documents from BHEL site
<b>#6.04</b>	Delay in submission of monthly report on safety (including electrical safety for equipment & personnel etc.) in the prescribed form	HSE & SA	1		Number of days delayed/Scheduled date is third working day of next month	Daily Log Book entry/Incident Registers/letter references
<b>#6.05</b>	Number of days taken for lodging FIRs from date of occurrence/notice of incident of theft / accident etc.	HSE & SA	0.5		Number of days delayed/Scheduled date is within 24 Hrs of occurrence/notice of incidence	Copy of FIR lodged by Contractor

Name and Signature of BHEL Package In-charge

Name and Signature of Contractor

**MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR**

Form No.: F-15 (Rev 02)  
Page 5 of 6

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

Name and Signature of BHEL Package In-charge

Name and Signature of Contractor

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

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

Note:

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

Name and Signature of BHEL Package In-charge

Name and Signature of Contractor

**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 <xxxxxxxxxx> 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 "xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx".

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 xxxxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxxx.

Signed for and on behalf of  
M/s xxxxxxxxxxxxxxxxxxxx

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**

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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  
2. OFFICIAL ADDRESS

(FIRST PARTY)

WITNESS

For

1. NAME  
2. OFFICIAL ADDRESS

(SECOND PARTY)

[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].



# WORKS ACCOUNTS MANUAL

Form No F-23 (WAM 10)

## Claim for Refund of Security Deposit

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 No. F-23 (WAM 10) (Contd.)

## WORKS ACCOUNTS MANUAL

(Contd.) Form No F-23 WAM 10

### 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 No :
3. Date of Contract Agreement/LOI :
4. Name of the Work undertaken :
5. Date of commencement of the Work :
6. Date of Completion of the Work :
7. Period of Maintenance :  
(Guarantee Period)
8. Date on which the Final Bill was paid :
9. Last date of making good the defect :  
during Maintenance Period
10. Expenditure incurred by BHEL during :  
Maintenance Period, if any, recoverable
11. Date on which Guarantee Money refund:  
falls due as per Contract
12. Amount of Guarantee Money to be refunded:
13. Less Amounts recoverable (with details)
  - a. Amount spent by BHEL on maintenance :
  - b. Payments made by BHEL on behalf of 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 (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 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 Papers of appropriate value as applicable and Notarised)

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 &amp; 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		
	<b>TOTAL</b>	100%	

Yours faithfully,

(Signature, Date &amp; Seal of Authorized Representative of the Bidder)

# WORKS ACCOUNTS MANUAL

**Form No: F-27 (WAM-06)**

## Running Account Bill

Name of the Contractor  
Name of the Work:  
Sanctioned Estimate:  
Code No.:  
Contract Agreement No.:

Division  
Date of written order to commence the Work:  
Date of commencement of work:  
Due date of completion as per agreement  
Date of approval of Competent Authority for time extension as applicable (copy to be enclosed).

Departmental Bill No.  
Date:  
Sub-Division:  
Period of work covered in this bill:

Dated:

### 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.

# WORKS ACCOUNTS MANUAL

(Contd.) Form No F-27  
( WAM 06)

## II. MEMORANDUM OF PAYMENTS

	I	II
1. Total value of work actually measured as per Account No. I, Column 10	.....	.....
2. Total upto date adhoc payment for work covered by approximate or plan measurements as per Account I, Col. 3	.....	.....
4. Total upto date payments [(A)+(B)]	.....	.....
5. Total amount of payments already made as per entry (D) of last Running Account Bill No. .... dated ..... forwarded to the Accounts Department on .....	.....	.....
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 I and those relating to item 7 in column II. 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 ..... (Name and Designation) of Measurement Book No. .... and are recorded at pages .....
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-in-charge 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

Signature of Engineer in Charge

Designation:

Date:

Date:

(Contd.) Form No F-27 ( WAM 06)



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 initiated 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 material 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 .....

**Total**Assistant  
Date:

**Accountant  
Date:**

**Finance Executive  
Date:**

## ALLOCATION

Estimate No: \_\_\_\_\_

Name of Work:

Account code head

Debit  
(Gross amount)Credit  
(Deductions)

**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 to the contractor	Quantity issued		Quantity actually incorporated in the work	Balance quantity with contractor		If recoverable from the contractor				Remarks
				Free	Chargeable		Free	Chargeable	Rate at which recoverable	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	
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:**

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:

Name of Work:

Contract Agreement No

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:

Final Bill

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 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

\*\* 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)	.....

WORKS ACCOUNTS MANUAL

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 based on which the entries in columns 7 to 11 of Part I of this bill (Account of work executed) were made by .....  
(Name and Designation)  
and are recorded at pages.....of measurement book No.....  
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:

#### IV CERTIFICATE OF THE SENIOR ENGINEER

(Contd.) Form No F-28 ( WAM 07)

- "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

Passed for.....Rs.....
Less Deductions.....Rs.....
Net Amount Payable.....Rs.....
(Rupees..... only)

Assistant  
Date:

Accountant  
Date:

Account code head	Debit	Credit
	(Gross Amount)	(Deductions)
<b>TOTAL</b>	<b>Finance Executive</b>	

Date:

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 to the contractor	Quantity issued	Quantity actually incorporated in the work	Whether recoverable contractor or supplied free	If recoverable from the Contractor				Remarks	
							Rate at which recoverable	Amount recoverable	Amount recovered upto previous bill	Balance now recovered		
1	2	3	4	5	6	7	8	9	10	11	12	
Signature of Contractor							Signature of Engineer in Charge					Senior Engineer
							Signature of					

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.

## 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:
----------------------------------	--	---------------------------------------



## 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
1	2	3	4	5	6	7	8	9	Excess	Savings	12
Signature of Engineer in Charge					TOTAL				Signature of Senior Engineer		
Date:									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 column 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	2	3	4	5	6	7	8	9	10	11	12	13
1	Cement											
2	Bricks											
3	Wood											
4	Asbestos Sheet											
5	Iron Material											
6												
7												

Note:

- 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)
- Data statement of theoretical consumption should be attached in support of quantity specified in column 8.

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:

# WORKS ACCOUNTS MANUAL

(Contd.) Form No F-28 (WAM 07)

## 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 Incharge 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)**

# WORKS ACCOUNTS MANUAL

Form No. F-29 (WAM 23)

## BANK GUARANTEE (in lieu of EARNEST MONEY) (On non-Judicial stamp paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....1 (Tender Conditions), M/s. .... having its registered office at .....2 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....3 invited by .....4 (name of the Employer) through its Unit at ..... (

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 .....5 ..... 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. 5 ..... (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. ....

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.....6 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 ..... 7 we shall be discharged from all liabilities under this Guarantee.

Form No. F-29 (WAM 23) (Contd.)

# WORKS ACCOUNTS MANUAL

Form No. F-29 (WAM 23)

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.

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 Name of the Employer
- 5 BG Amount in words and Figures
- 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 be 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.

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

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

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 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 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 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 30 (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 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 31** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-32** 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-33**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-30**.
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:
- On the date of signing of the Settlement agreement by the Parties; or,
  - 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,
  - 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,
  - 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,
  - 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:

SI 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)

SI No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>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.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators – Rs 30,000/- (one time)- to be paid to the IEC</p>
4	Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> <p>Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.</p>
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / 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.

SI No	Particulars	Amount

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.



**BHEL POWER SECTOR WESTERN REGION**

**HEALTH, SAFETY  
AND ENVIRONMENT  
PLAN**

**FOR PATRATU SITE  
OPERATIONS BY SUB  
CONTRACTOR**

**2018**

**NAGPUR-440001**



PS-WR

**HEALTH, SAFETY AND ENVIRONMENT  
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**DOCUMENT ISSUE SHEET FOR PATRATU SITE**  
**HEALTH, SAFETY AND ENVIRONMENT PLAN**

**Onus of enforcement of these provision shall primarily rest with Erection/ Commissioning/ Construction Supervisors & Executives supported by HSE Official.**

PREPARED BY			APPROVED BY
Committee for Patratu HSE Plan			Head of Region/ PSWR
Name	Designation	Signatures	
Dharam Chand	AGM (HSE)		
P R Chiwarkar	AGM (Pur)		
Uttam Datta Chaudhuri	AGM (Fin)		
R P Das	GM (EPC)		



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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 CONTRACTOR for EPC Scope at Patratu Site. In case customer specific documents are to be implemented, the same will be followed in conjunction with this document.
- 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 or HSES contract requirements must be followed of which the most stringent shall apply.
- 1.4** We will promote and maintain a safe, healthy and environmentally compliant workplace for all employees, contractor, visitors and any others that may be affected by construction activities in line with BHEL's HSE Policy may be displayed in its office and strive for a "GOAL of ZERO RECORDABLE INCIDENTS" on the project.
- 1.5** In case the customer has any specific requirement, the same is to be fulfilled. Customer's HSE Policy and local state/central HSE Rules will be part of HSE policy.
- 1.6** Vendors have to comply requirements of HSE & Statutory requirement in line with BHEL HSE plan, NTPC Safety requirement, Jharkhand/BOCW/Central statutory requirement.
- 1.7** Agencies are to get registered (to take membership) from Safety Council of India, Mumbai/National Safety Council.

## 2 SCOPE

The document is applicable for installation and commissioning of Boiler, Turbine and Generator - 3x800 MW rating as per the relevant contractual obligations, and provides the minimum HSE requirements to be followed at the project site and labour colony. As an item of note, this HSE Plan is considered a living document and will be revised as/if necessary to ensure contract and regulatory compliance requirements are met during the performance of work on the project.

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



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### 3 OBJECTIVES

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

- Ensure the Health and Safety of all persons at work site are 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 contractor 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 and disseminate lessons learned.
- Ensure timely implementation of correction, corrective action and preventive action.

#### 3.1 Goals and Targets -

- Achieve a target of 0.8 (max) as incident rate of Total Recordable Cases of non-fatal occupational injuries and illness.
- To achieve "Zero Fatal Accident at Site"
- 100% compliance of all legal/statutory requirements related to HSE.
- 100% Health, Safety and Environmental Induction training attendance for all employees and Contractor.
- 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.



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#### 4.0 REFERENCES

- Relevant legislations as listed in Updated Register of Regulations,
- HIRA Register to be prepared at site (standard PSWR level HIRA Register may be referred),  
Operation Control Procedures (OCP) and Emergency Preparedness and Response Plan
- BIS standards as appear in this Plan.

#### 5.0 MEMORANDUM OF UNDERSTANDING:

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

**Memorandum of Understanding**

BHEL, Power Sector \_\_\_\_\_ Region is committed to Health, Safety and Environment Policy (HSE Policy). M/s \_\_\_\_\_ do hereby also commit to comply with the same HSE Policy while executing the Contract Number \_\_\_\_\_ M/s \_\_\_\_\_ shall ensure that safe work practices as per the HSE plan. Spirit and content therein shall be reached to all workers and supervisors for compliance. In addition to this, M/S \_\_\_\_\_ shall comply to all applicable statutory and regulatory requirements which are in force in the place of project and any special requirement specified in the contract document of the principal customer. M/s \_\_\_\_\_ shall co-operate in HSE audits/inspections conducted by BHEL /customer/ third party and ensure to close any non-conformity observed/reported within prescribed time limit. Agencies have to comply requirements of HSE & Statutory requirement in line with BHEL HSE plan, NTPC Safety requirement, Jharkhand/BOCW/Central statutory requirement. Agencies are to get registered (to take membership) from Safety Council of India, Mumbai/National Safety Council.

Signed by authorized representative of M/s \_\_\_\_\_

Name :

Place & Date:





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## **6.0 TERMS AND DEFINITIONS**

### **6.1 DEFINITIONS**

#### **6.1.1 INCIDENT**

Work- related event(s) in which an injury or ill health (regardless of severity) 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 incident".

#### **6.1.3 MAN-HOUR WORKED**

The total number of employee hours worked by all employees including contractor 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.

#### **6.1.4 FIRST AID CASES**

The injured person is given medical treatment and discharged immediately for reporting on duty or referred for further treatment. First aids are not essentially all reportable cases without counting any lost time.

#### **6.1.5 LOST TIME INJURY**

An injury causing disablement extending beyond the day of the shift on which the incident occurred.

#### **6.1.6 MEDICAL CASES**

An incident involved with an injury or illness that resulted in loss of consciousness or the person receiving medical treatment beyond First Aid.

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 LOST TIME INJURY**



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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.

#### 6.1.8 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:

$$\frac{\text{Number of Recordable Incidents in the period}}{\text{Total Man Hours Worked in the period}} \times 1,000,000$$

#### 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:

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

#### 6.1.10 INCIDENCE RATE

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

$$\frac{\text{Number of LTI in the period}}{\text{Average number of manpower deployed}} \times 1,000,000$$

### 7.0 HSE ORGANISATION

**Number of safety officers :-** The contractor shall deploy at least one qualified safety officer and additional One HSE Officer per 250 workers or part thereof in each package. In addition, there must be one safety-steward/ safety-supervisor for every 50 workers.

Safety trainers – Agency with manpower of 250 & above has to engage safety trainers for safety induction, regular safety training. Qualification and experience of safety trainers will be similar to that of safety officers. These safety trainers will be under administrative control of BHEL HSE in charge and BHEL will decide safety trainers deployment & engagement. Even in no. of occasions, these safety trainers will be required to give safety training for personnels of different agencies/BHEL/customer. Safety Supervisors /stewards should have adequate erection experience with sufficient safety exposures during erection and needs to be further retrained at site by BHEL/Customer safety team.



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In case of height working, no. of safety stewards are to be increased to keep close vigil on safety aspects and floor wise safety stewards are to be ensured by agencies.

**Deployment:** The contractor should deploy 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 for Safety officer/ Safety trainer Rs. 30,000/- & for safety steward/ Safety-supervisor Rs. 20,000/- per man month for the delayed period. Pro rata recovery respectively for partial absentism counting 24 days in a month.

#### 7.1 QUALIFICATIONS FOR HSE PERSONNEL TO BE DEPLOYED BY THE VENDOR:-

- Agencies HSE officers should have qualification as per rule 209 of Bocw act central rule 1998 with requisite experience. No. of HSE Officers/engineers will be @ one HSE officer/Engineer for each 250 workers.
- Agencies HSE officers will be part of BHEL HSE Team and they will be responsible for giving training on HSE issues in addition to normal field works and other normal site requirements.

Designation	Qualification	Experience
HSE officer (CONTRACTOR /Construction Agency)	Degree or Diploma in Engineering/ Technology with full time diploma in Industrial Safety. Trained in First Aid, CPR and Basic Rescue Techniques Knowledge in English & Hindi, optionally local language	Minimum two years for degree holder and five years for diploma holder

#### 7.3 RESPONSIBILITIES

##### 7.3.5 SITE IN - CHARGE OF 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.



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- 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 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).
- 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 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, 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
- Temporary fencing should be done for open edges if Hand – railings and Toe-guards are not available.



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- Shall sign Memorandum of Understanding (MoU) for compliance to BHEL's HSE Plan for Site Operations as per clause 5.0
- Temporary fencing should be done for open edges if Hand – railings and Toe-guards are not available.
- Preparation of method statement,HIRA,Job Safety analysis,permit to work ,Lifting plans,and all supporting documents as required for starting & continuation of work/job is in vendor's scope.

#### **7.3.6 SITE HSE COMMITTEE**

- Site HSE committee shall consist of BHEL Construction Manager (Chairman), Site BHEL HSE coordinator (Secretary/Convener), BHEL HOS (Member), Site In charge of contractor (Member) and Safety officer of contractor (Member).
- Shall evaluate a suitable course of action for the effective implementation of safety system & procedures. Committee will also ensure that all the relevant codes & acts / rules are followed.
- Shall meet monthly and as and when required, to discuss ways and means to eliminate unsafe acts/condition.
- Shall monitor the performance of the HSE programs and suggest improvements as required.
- Shall discuss exception points relating to HSE Audits, sub-contractor HSE practices, incident reports, near miss reports, etc.
- Shall analyze the high risk activities to be undertaken in the near future to identify hazards and decide on the control measures to be taken.
- Shall inspect the site on regular intervals to locate unsafe conditions with reference to the inspection checklist.
- Shall investigate all incidents and strengthening the safety programme by additional precautions, if any based on the incident investigate.

#### **7.3.7 HEALTH, SAFETY AND ENVIRONMENT OFFICER OF 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.



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- 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, contractor on HSE matters.

## **8.0 PLANNING**

### **8.1 MOBILISATION OF MACHINERY/EQUIPMENT/TOOLS**

- 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. A documented daily prior to use inspection checklist shall be completed by the end user and periodic inspection shall be arranged by in-house competent authority for acceptance as applicable. All Tools & Plants shall be certified



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by a third party COMPETENT person before these are put to use. As far as possible, these certification shall be made available to site HSE function by the contractor before entry into the site. The certification shall be renewed annually, otherwise, the item shall be withdrawn from the work area.

- 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 and power tools.
- Contractor 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 contractor 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**

- The contractor shall arrange induction and regular health check of their employees as per schedule VII of BOCW rules by a registered medical practitioner.
- The contractor 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.
- Addiction and substance abuse shall also be checked at pre-employment stage and later at random.
-



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- The contractor shall arrange induction and regular health check of their employees as per schedule VII of BOCW rules by a registered medical practitioner.
- The contractor 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.

### 8.3 ARRANGEMENT OF INFRASTRUCTURE

#### 8.3.1 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 at least once in 1 month indicating date of cleaning and next due date-
- Employees should use their own cup for collecting water-no cup shall be shared.
- Potability of water should be tested as per IS10500 at least every year.

#### 8.3.2 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.
- If water used for washing is not potable, it shall be marked “Do Not Drink” in English, Hindi and local language
- Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the painters and other workers to wash during the cessation of work.

#### 8.3.3 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 illuminated and shall be maintained in a clean and hygienic condition at all times, by appointing designated person.
- Separate facilities shall be provided for the use of male and female worker if any.
- Hand-wash facility shall be provided.





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#### 8.3.4 FIRST AID FACILITY

- Ensure availability of Qualified First-aider throughout the working hours.
- Every injury shall be treated, recorded and reported.
- The First Aider shall be put through recertification course prior to expiry of the existing certificate.
- List of Qualified first aiders and their contact numbers shall be displayed at conspicuous places.
- The First-aider shall refer any victim to a doctor or any other medical facilities for further treatment if necessary.
- First aid center will be maintained by BHEL and cost will be proportionately recovered from vendors.

#### 8.3.5 FIRST AID BOX

- The contractor shall provide 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 box shall be distinctly marked with a Green Cross on white background.
- Any person using/needing the contents of the first aid box shall immediately report that use/need to their supervisor.
- Details of contents of first aid box is given in **Annexure - A below**
- Monthly inspection of First Aid Box shall be carried out by the owner as per format no. HSEP:13-F01

#### 8.3.6 HEALTH CHECK UP

The persons engaged at the site shall undergo mandatory health checkup from a qualified doctor as per the **format no. HSEP: 13-F02 and Health Record 31-A** 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

#### 8.3.7 PROVISION OF ACCOMODATION/LABOUR COLONY

- The contractor shall arrange for the accommodation of workmen at nearby houses or by making a labour colony.



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- Regular housekeeping of the labour colony shall be ensured.
- Proper sanitation and hygienic conditions shall be maintained and inspected once in a month.
- Adequate number of toilet facilities with water for workers as per norms to be provided. There must be separate toilet for women workers. Drinking water and electricity to be provided at the labour colony.
- Potable water shall be tested once in one year as per IS10500.
- MSDS of LPG shall be put up prominently. This shall be included in the induction training as well.
- The labour colony shall be appropriately secure so that only authorized persons have access to it.
- First aid facility shall be provided in the labour camp under the administration of trained first aiders.
- Common kitchen facilities to be ensured and cooking inside the room to be avoided. The canteen should be maintained in hygienic condition.
- No. of occupants in room to be as per the standards practice.
- Awareness training shall be organized for the workers regarding fire safety, safe use of LPG, Health & Hygiene, and electrical safety etc. on monthly basis.
- Adequate drainage and approach roads to be done.
- Perimeter fencing, security and main gate entrance shall be established and maintained.
- Monthly inspection to be done to ensure the compliance and for opportunity of improvement.
- For sprinkling on roads, it is to be kept in respective vendor's scope.

#### **8.3.8 Medical Centre and Ambulance:**

A medical center shall be maintained at the site with a qualified doctor and trained assistants to cater to the medical needs of the people at the site. Apart from attending medical cases, the center shall also take up proactive measures like vaccination, conducting awareness programme and regular health checkup/ organizing health check-up camp in association with NGOs/ other agencies. The center should have all basic set up for the above purpose.

The ambulance should be available at a specified point like Medical centre or CONTRACTOR site office during the working hours. It should have a oxygen dispensing unit and a small fire extinguisher. The driver should have a valid driving license.

These facilities shall be maintained either by CONTRACTOR or jointly with other package contractor(s) or with Customer as nodal agency.

Medical waste shall be disposed as per prevailing legislation (Bio-Medical Waste –Management and Handling Rules, 1998).

First aid center will be maintained by BHEL and cost will be proportionately recovered from vendors.

#### **8.3.9 PROVISION OF EMERGENCY VEHICLE**

Dedicated emergency vehicle (a four wheeler) shall be made available at workplace by each contractor to handle any emergency.



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### 8.3.10 PEST CONTROL

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

### 8.3.11 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. Workmen shall not be permitted to smoke in work area. 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/high risk jobs like height work, crane operation, etc is strictly prohibited. Cell phone use in general while in the Working Areas on site is regulated to posted designed areas only. Horseplay/ fighting/ consumption of drugs or alcohol shall attract immediate suspension from work for the day atleast or for a longer period as deemed appropriate by site management. Any violation of safety rules/ general rules of work will attract following punishment:

First Offence- Oral warning (Recorded on gate pass)

Second offence- Written warning or suspension from work for a couple of days (Recorded on gate pass)

Third Offence- Suspension from work and withdrawal of gatepass

In case of Third offence, the concerned erection supervisor/ engineer gets a warning. If a erection supervisor /engineer gets such three warnings, he shall get suspended from work.

## 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/CONTRACTOR/contractor/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 labour colony (if applicable)
- Use and maintenance of PPEs(i.e., Shoes/Helmets/Goggles/Leg guard/Apron etc.)
- Dress requirement- no loose dress/ ornaments



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- 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, each employee shall sign an induction training form (format no. HSEP:13-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 contractor 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.

#### 9.2.1 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 signoff on the pre job briefing form, and form will be submitted to the HSE department at the end of each shift.



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### 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, Fall protection training 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/ 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:
  - 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.
- Each Skilled labour fitter, electrician, rigger, scaffolder, carpenter etc. will pass through the trade test (oral, written and/ or practical) conducted at site by the respective engineer. A pass sticker of qualified person to be marked on their ID Card/Gate Pass.

**9.4.1** HSE Induction for Visitors: No visitors are allowed to visit the construction site without safety induction, mandatory PPEs, and designated escort.

**9.4.2** Safety Induction for all (Staff/engineers/sub-Contractor 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 in safe manner, before deploying them.



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## **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. Monthly safety shall be observed by BHEL/Customer.Agency Site In charge alongwith his safety team and workers are to compulsorily particaipate in these monthly safety mettings.Agency has to display safety posters/banners at stores/office/work place and need to be changed from time to time.No.of safety posters to be diaplayed will be decided jointly by agency and BHEL/Customer.

### **9.5.4 HSE awareness programme**

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

## **10. PROVISION OF PPEs**

The following matrix recommends usage of minimum PPEs against the respective job. The PPEs shall conform to the relevant standards as listed and bear ISI/ ANSI mark. If there is no IS for any PPE, ANSI shall be followed. 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.



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The table below may not be exhaustive:

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

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: 3738 – 1975	Rubber knee boots.
IS: 5557 – 1969	Industrial and Safety rubber knee boots.
IS: 6519 – 1971	Code of practice for selections care and repair of Safety footwear.
IS: 24226 – 1985	Leather Safety footwear having direct molding sole.
IS: 5983 – 1978	Eye protectors.
IS: 9167 – 1979	Ear protectors.
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





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Besides the PPEs mentioned above, all the persons (workers and visitors) entering the work area shall use/wear safety helmet, safety shoes, safety glasses and Yellow vest (fluorescent), with full length trousers and 4" shirt sleeves. The workers and visitors shall use any other PPEs as deemed appropriate for the area of work.

Where workers are employed in sewers and manholes, which are in use, the contractor 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.

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.

BHEL Shall maintain buffer stock of PPEs. If sub agency fail to provide the PPEs to worker the same may be issued by BHEL and cost for the PPEs debited to the Sub agency from regular RA Bill with 30 % overhead charges.

The body harnesses shall be serial numbered.

Colour scheme for Helmets:

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

#### **11.0 Power supply & upkeep of installation -**

- Only licensed person shall maintain and operate power installations.
- All distribution boxes shall be locked and the key controlled by site management of concerned contractor.
- Electrical appliance shall have proper earthing and for appliances equal to & more than 415V shall have two separate earthing as per IS:3043:1987
- All electrical supply shall be provided through ELCB of 30mA sensitivity.
- The working condition and sensitivity of ELCB shall be checked periodically.
- All fuses and fuse wires shall be of standard size and rating.
- All power supplies through cables shall be underground or overhead with height > 3mtrs.
- TAG IN/ TAG OUT must be in force in Switch Room and all Distribution Boxes for live power line. The authorized person's name and contact no shall be displayed





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## 12.0 Lifting Operations:

All the cranes and lifting tools & tackles shall be inspected on daily basis and as well as formal monthly by expert and as per the law third party for annual certification. These shall be tested and certificates of fitness shall be obtained from 3<sup>rd</sup> party state govt approved competent agency before deploying at site and later, periodically. 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 operators cabin of all the lifting equipment.

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 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.

### 12.1 Critical Lifts:

- A written rigging procedure and plan must be prepared for:
- Lifts or movements over 50 tons
- Lifting over 75% of crane capacity
- Erection of process columns, towers or vessels, NSSS and turbine/generator systems.
- Lifts over operating units/equipment
- Other instances deemed prudent by the Company.
- Lifts or movements of unusual difficulty, geometry or rigging.
- Where required by contract.
- Lifting a Personnel Basket.

**Note:- Tandem operation for materials handling/ erection/ lifting/ lowering from heights needs to be approved by BHEL/ Customer.**

### 12.5 CRANES AND HOISTING EQUIPMENTS:

This procedure provides the guidelines to ensure proper rigging and lifting activities are accomplished safely and in accordance with applicable specifications, codes, and regulations.

- On every crane or piece of hoisting equipment notices of all rated load capacities, recommended operating speeds, and any hazard warnings or special instructions shall be conspicuously posted. All instructions and warning shall be visible from the equipment operator's station.



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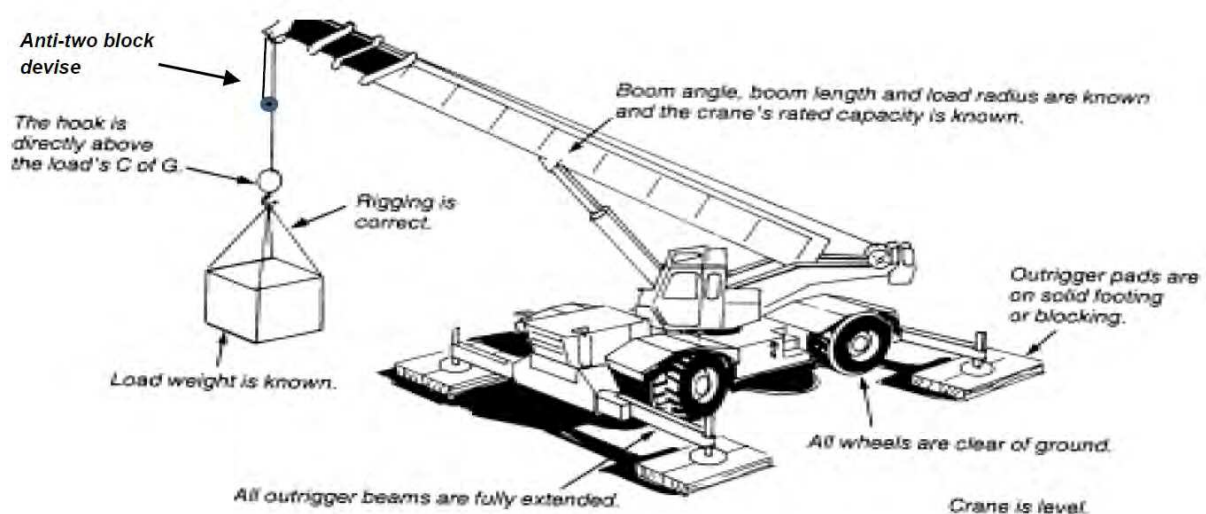
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- Cranes shall have an Anti Two-block safety device installed
- All mobile cranes shall have overload and backup alarms
- Load angle indicators and limit switch

All areas within swing radius of cranes that are potentially accessible by pedestrian, vehicular, or equipment movement shall be barricaded to prevent anyone or any vehicle or equipment from being struck by the crane or hoisting equipment, or its load(s).

- No part of the lifting equipment or its load shall be within the distance as specified in the Indian Electricity Act from an energised power line
- Cranes shall have annual certified third party inspection and be inspected before use by the operator. Any defects shall be corrected before use. Logs of crane inspection shall be kept with the crane.
- Make certain that the rigging personnel, material, and equipment have the necessary capabilities for the job and are in safe condition.
- Communicate with person(s) directly responsible for accomplishing the work and / or work area to establish requirements/responsibilities and make certain that all preparatory work is complete.
- Mats/Pads must be used on all lifting equipment, equipped with outriggers.
- Pick and carry must have the load secured to the rig in front.
- Proper crane setup:



### 12.5.1 Safe Rigging Practices:

- Review the planned operation and requirements with the operator and rigging crew.



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- Ensure a pre-lift meeting is conducted with crane operator, tagline operator, signal personnel, and Safety Manager.
- Designate a qualified person from the rigging crew to observe clearance of the equipment and give timely warning for all operations where it is difficult for the operator to maintain the desired clearance by visual means.
- Clear the lift area of all unnecessary personnel.
- Hydras shall only be allowed for loading & unloading works & shall not be allowed to move with load. Hydras are not allowed for materials transport.
- Cranes, D-Shackles, Slings all lifting equipment are to be tested by statutory authorities/approved by Third Party agency. Agencies within their cost have to do it at least once in a year or as per applicable clauses regarding frequency of testing, inspection, fitness certification requirement.

### **13.0 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-contractor along with CONTRACTOR to establish good contact with Local fire station for availability of Fire tender in case of emergencies, in addition to their own fire equipment.

Fire Protection, Prevention and Preparedness Inspections - The Contractor /Sub-Contractor 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



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- 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

- 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 near by and have unobstructed access.

**14.0 Illumination:**

- Each phase of construction will create its own illumination and lighting challenges; whether the work is related to confined spaces, hazardous atmospheres, stairways, pedestrian walkways or night work. Proper and adequate illumination is critical in order to perform the work in a safe and healthy manner. The following are the minimum requirements: Lamp (hand held) shall not be powered by mains supply but either by 24V or dry cells.



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- Temporary lighting used in damp and / or hazardous locations and confined areas must be of not more than 24 volts.
- Lamps shall be protected by suitable guards where necessary to prevent danger, in case of breakage of lamp. Broken and burnt-out bulbs must be replaced immediately.
- Emergency lighting provision for night work shall be made to minimise danger in case of main supply failure.
- Adequate and suitable light shall be provided at all work places & their approaches including passage ways as per 29 CFR 1926.56

Foot-Candles	Area of Operation
5	General construction area lighting.
3	General construction areas, concrete placement, excavation and waste areas, access ways, active storage areas, loading platforms, refueling, and field maintenance areas.
5	Indoors: warehouses, corridors, hallways, and exit ways.
5	Tunnels, shafts, and general underground work areas: (Exception: minimum of 10 foot-candles is required at tunnel and shaft heading during drilling, mucking, and scaling. Bureau of Mines approved cap lights shall be acceptable for use in the tunnel heading)
10	General construction plant and shops (e.g., batch plants, screening plants, mechanical and electrical equipment rooms, carpenter shops, rigging lofts and active store rooms, mess halls, and indoor toilets and workrooms.)
30	First aid stations, infirmaries, and offices.

**15.0 RADIOGRAPHY:** Wherever the process requires examination by radiography,

- CONTRACTOR /sub-contractor shall use approved radiography contractor for the work on site.
- Site radiography shall be carried out after advance notification to the HSE officer and client personnel. All radiography on the site shall be subject to receipt of client/BHEL work permit and shall normally be performed outside of normal working hours. No ionising radiation sources shall be left unsupervised whilst on site.
- A minimum of 2 qualified persons from the radiography contractor are required for each activity involving ionising radiation. Adequate warning signs shall be posted on barriers and the work area shall be marked off at a safe distance with tape or hard barricades prior to starting radiography by concerned job sub-contractor.





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- All personal executing radiography operations shall carry calibrated radiation monitoring devices at all times.
- The storage of radioactive sources on the site is prohibited, they shall be present only for the time required to complete the work. Whilst not in use, radiation sources and their container shall be secured in a safe location with adequate warning signs displayed as per AERB guidelines.

#### **16.0 Confined Space Entry: ( contractor to have Oxymeter and Toxic Gas meter)**

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 "DANGER - Do Not Enter – Confined Space - Permit Required".



#### **17.0 Welding and Gas Cutting Operations**

- When possible, items to be welded, cut, heated, etc. shall be moved to a safe location free of combustible or flammable material. If this is not possible, then all combustibles/flammables that can be removed from the area shall be removed within a 35 foot circumference and a positive means of confining arcs and sparks generated by the process shall be taken and additional person(s) shall be stationed as fire watch for the area(s) still exposed, along with obtaining the Hot Work Permit as applicable.
- Appropriate fire-fighting equipment is to be available in close proximity of any welding and gas cutting operations at all times.



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- Drums, tanks, and similar containers that have contained flammable or toxic material shall not be welded, cut, or heated until they have been made safe by water filling, thorough cleansing, or similar accepted practices. The container shall also be ventilated during the welding, cutting, or heating process.
- Proper ventilation is required for any welding or torch operations performed in a confined space.
- Any welding or gas cutting operations performed on metals of toxic compounds or coating such as zinc, stainless steel, lead, cadmium, chromium, and beryllium shall be properly ventilated and/or proper respiratory protection shall be worn by any person that could be exposed to fumes, vapors, and gasses created by the welding and gas cutting processes.
- Wherever it is practical, all arc welding operations shall be shielded to prevent direct light rays or sparks from contacting persons in the vicinity or from reaching areas normally used to travel through or into the vicinity. Where this is not practical, persons who shall be in the area are to use proper eye and skin protection. Other persons who are not participating in the welding or gas cutting operations are not to be allowed into the hazard zone.
- Welders and other employees who are exposed to arc welding radiation shall wear suitable clothing and protective apparel to prevent burns and other types of ultraviolet radiation damage to the skin.
- Arc welding machines shall be shut down when being moved or when they are not in continuous use.
- Electrode holders left unattended shall have electrodes removed and shall not be left where they might contact employees or conducting objects.
- Arc welding power supply cable shall be of proper rating and material, e.g. copper.
- Welders shall guard against allowing materials adjacent to or behind them to reflect radiation back toward them or towards others in the area. Reflected radiation can cause skin burns and eye flash burns.
- Compressed gas cylinders shall always be secured from tipping or falling, whether in use, in storage or in transit. The cylinders shall always be secured upright, except during times when actually being hoisted or carried.
- Valve caps shall be in place when cylinders are not in use. Valve caps shall never be used for lifting the cylinder vertically.
- Regulators shall be removed when cylinders are not in use or are in transit, unless



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the cylinder is firmly secured on a special carrier designed for this purpose.

- Cylinders being transported by a powered vehicle shall be secured in an upright position. Gas cylinders are not allowed to be used in man-basket when occupied.
- Cylinders containing oxygen or fuel gasses shall not be taken into confined spaces.
- Oxygen cylinders shall be stored a minimum of (6) meters from fuel gas cylinders or shall have an approved firewall between them.
- Torches shall only be lit by approved strikers; never with matches, cigarette lighters, or hot work.
- While carrying out job at height, the sparks or molten slag shall be prevented from falling down by putting a fire-resistant (non-asbestos) sheet or even MS Sheet. If such can not be provided, the passage of falling sparks or molten slag shall be barricaded till ground floor and any cable/ tubes/ any other objects interfering in the passage shall either be removed or covered with Fire-resistant sheet or M S Sheet.
- Separate sheds for all kinds of gases with clear demarcation/partition of empty & full cylinders/partly filled cylinders of gases are to be by agency. This clause is to be added.
- Flash back arrestors are to be installed for gas cylinders as per standard HSE Procedures by agencies treating it as normal scope of work at no extra cost to BHEL. These items will be regularly inspected jointly by agency, BHEL/ Customer and sufficient stocks are to be maintained to avoid work stoppage.

#### **19.0 WORK AT HEIGHT:**

All work at height above 2 meter above ground level without complete platforms, handrails and other related fall protection shall require a work permit in the prescribed form. This shall require approval by the competent authority. The HSE officer of sub-contractor and subsequently Contractor shall follow the checklist religiously by physically verifying the condition of the work area before recommending for approval.

Whenever a fall hazard or other exposure exists for working at heights more than 2.0m/6ft, the nature and scope of work will be evaluated for conditions and environmental factors before selecting the appropriate fall protection system (active, passive or a combination of measures, as appropriate). A personnel fall protection system must include:

- The only permissible personal fall arrest system is an industry approved safety harness. Employees can use positioning belts with two-D ring attachment points as long as they are used in conjunction with a safety harness. Safety harnesses must be secured to an overhead object of substantial capacity capable of supporting five thousand pounds. In order to accomplish this and ensure 100% protection, the worker may need to use two lanyards. The primary lanyard is never unhooked until the secondary lanyard is secure.





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- The type of work and the environment conditions determine lanyard and lifeline selection. If welding, chemical cleaning that may damage lanyards, connectors or lifelines, sandblasting, etc., either protect the components or use more appropriate type of system. Lanyards and lifelines must incorporate, or be used with, an appropriate deceleration (shock absorbing) device. Deceleration devices include rope grabs, rip-stitch lanyards, specially woven lanyards, tearing, or deforming lanyards, automatic self-retracting lifelines and lanyards which dissipate or limit the energy imposed on the employee during fall arrest. Once in use, the system's effectiveness is to be monitored. In some cases, a program for cleaning and maintaining the system may be necessary. Lanyard and lifelines must use locking snap hooks only and under no circumstances must two lanyard snap hooks be connected.

#### **19.1 SCAFFOLDS:**

The safe and efficient erection, use, dismantling, and storage of scaffolds, ladders and elevated work platforms are considered important objectives in maintaining a safe work environment. This procedure provides the guidelines for erection, use, dismantlement, and storage of scaffolding and elevated work platforms.

- There is no such thing as a temporary scaffold. All scaffolds must be erected and maintained to conformed standard (IS 3696 & IS 4014).
- The Scaffold Tagging defines satisfactory, incomplete or defective scaffolds.
- Management must ensure or have each worker who performs work while on a scaffold trained by a person qualified in the subject matter to recognize the hazards associated with the type of scaffold being used and to understand the procedures to control or minimize those hazards.
- Agency has to engage and retain trained scaffolding inspectors from statutory authorities/institutes in sufficeient numbers right from job starting till job completion .Scaffolding inspectors have to issue fitness certificates for each scaffolding and apply tags for safe use for respective job application to take care of load,heights etc.
- Scaffolding pipes, clamps, safety nets,floor grills for working platforms are to be made of good quality with proper certifications as per IS Codes.
- Scaffoldings to be used by sub-agencies should be of good quality

#### **Scaffold Tagging:**

Scaffolds being erected, modified or dismantled must be tagged as suitable for use. The scaffolds can only be accessed by those involved with the process.



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- GREEN scaffold tag- shall be fixed when scaffold is complete and safe for use, signed and dated by the scaffolding competent person daily.
- RED scaffold tag – to be fixed if scaffold is in some way defective and cannot be used or is still under erection.

Examples of scaffold tags:



### 19.3 Precautions against the fall of materials and persons and collapse of structures

- ❖ Adequate precautions should be taken such as the provision of fencing, or barriers to protect any person who might be injured by the fall of materials, or tools or equipment being raised or lowered. Cradle may be used for lifting materials or men- however this shall be made of MS angles and flats only and duly certified by the HSE officer. Operators may also use bags or box or sound ropes for lifting small tools.
- ❖ Guardrails (including scaffolding) erected over/ajacent working areas must have the guardrails screened (opening < 0.5), to prevent material from falling outside the platform/decking.
- ❖ Guardrails must be able to withstand a 200 pound force exerced in any one direct.
- ❖ 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.
- ❖ All openings through which workers are liable to fall should be kept effectively covered or fenced and indicated in the most appropriate manner.
- ❖ As far as practicable, guard-rails and toe-boards in accordance with Indian laws and regulations as depicted below:



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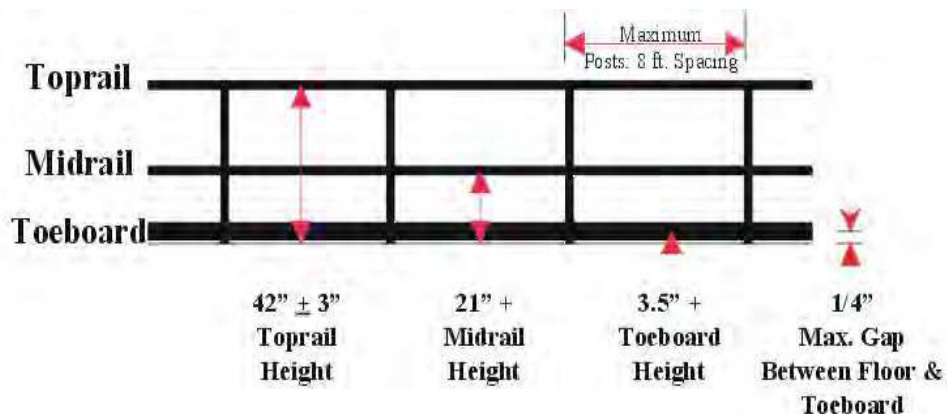
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### Guardrail system



- ❖ Guardrails shall be provided to protect workers from falling from elevated work places. The rails are generally made of MS pipes of suitable dia. Rebar shall not be used for any handrails, ladder or cover purpose. Wherever the guard-rails and toe-boards cannot be provided:

- (a) adequate safety nets or safety sheets shall be erected and maintained; or
- (b) adequate safety harnesses shall be provided and used and or
- (c) adequate fall arrestor shall be provided and used.

As mentioned under PPE clause, all these PPEs shall be defect free and regularly inspected for any defect. The full body safety harness shall have double lanyard only with max 1.8m length.

The monkey ladders shall have sufficient fall arrestors. Adequate lifelines of 8mm steel wire rope shall be provided across the work area.

The HSE officer shall recommend appropriate PPEs after analysing hazards and risks involved.

#### 19.4 Safety Nets:

- ❖ All safety net systems shall meet the requirements of Indian Standard (IS: 5175)
- ❖ Double Net System with one higher mesh size and lower mesh size to be used whenever work at height is in progress. Safety nets to be of 02 layers as followed in IB valley.
- ❖ Safety net mesh openings shall have a maximum size of 6 inches x 6 inches and be secured at each crossing to prevent elongation of the opening. All nets must meet IS: 5175 standard.
- ❖ Safety nets must be installed with sufficient clearance to prevent contact with the surface or structures under them
- ❖ Safety nets shall be installed as close as possible to the working level but in no case more than 25 feet below the working level.



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- ❖ The safety nets shall extend out at least 8 ft. from the side of the open edge.
- ❖ Material, equipment and other items that fall into the net are to be promptly removed.
- ❖ Safety nets are to be inspected before use and then daily for wear or damage caused by falling materials.
- ❖ Safety net installation shall be inspected by a competent person.
- ❖ Safety nets must be installed below the working decks of the super structure for protection from falls of personnel and material.
- ❖ Safety nets and safety net installations must be drop-tested at the jobsite:
  - After initial installation and before being used.
  - Whenever relocated.
  - After major repair.
  - At 6-month intervals if left in one place.
- ❖ The drop test consists of a 400 pound bag of sand 28-32 inches in diameter dropped into the net from the highest surface at which employees are exposed to fall hazards, but not from less than 42 inches above that level.
- ❖ When the employer can demonstrate that it is unreasonable to perform the drop-test described above, the employer or a designated competent person shall certify that the net and net installation have sufficient clearance and impact absorption by preparing a certification record prior to the net being used as a fall protection system. The certification must include:
  - Identification of the net and net installation.
  - Date that it was determined that the net and net installation were in compliance.
  - Signature of the person making the determination and certification.

## **20.0 NIGHT SHIFT OPERATION:**

Night shift operation shall be avoided to the extent possible, so shall be any complicated or heavy job. However, prior administrative approval shall be obtained from BHEL for such operation and a detailed work plan developed. The following shall be ensured:

- i. Adequate illumination along access, work area and egress
- ii. Supervision
- iii. Issue of strict instruction to workmen not to stray away from the work area and earmarked approach
- iv. Non-deployment of women workforce
- v. Non-deployment of fatigued workforce
- vi. Vacating the area immediately on completion of the job
- vii. Informing first-aid facility and ambulance in advance



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## **21.0 CONTROL OF MOVEMENTS AND USE OF HAZARDOUS SUBSTANCES AND CHEMICALS:**

- ❖ The hazardous substances and chemicals shall be stored in a cool, well ventilated, dry and covered space with restricted entry only
- ❖ The loading, unloading, issue and use of these materials shall be strictly in accordance with the Material Safety Data Sheet (MSDS) and under strict supervision. Every supply shall accompany a MSDS as per standard purchase order clause.
- ❖ The site HSE team shall maintain MSDS of all these items and the same shall be shared with the stores or the user as and when required.
- ❖ Each container shall be labeled.
- ❖ Damaged containers are replaced or repaired immediately.
- ❖ The stores shall check the expiry date of perishable chemicals while receiving and store in such a fashion so as to follow First-in-first-out queue.
- ❖ There shall be enough space for movement of material and people in the stores.
- ❖ Bulk chemical storage areas with secondary containment shall be provided so as to arrest spillage from spreading.
- ❖ Dispose the cleanup waste to an industrial waste site or approved temporary storage location.
- ❖ There shall be sufficient fire extinguishers and sand buckets in the stores and at point of use. In case of any spillage, dry sand shall be put on the spill and soaked sand shall be disposed as per the procedure for hazardous waste.
- ❖ Control measures on use of flammable and combustible fluids shall be undertaken to limit quantities in storage area and cabinets.
- ❖ There shall be provision of water preferably flowing one and a face shower at stores and point of use.
- ❖ The persons handling these items shall strictly wear appropriate PPEs like rubber/neoprene gloves, apron, shield etc.
- ❖ No smoking signage should be displayed.

**22.0 CHEMICAL CLEANING:** The chemicals have to be handled as instructed in MSDS. Only authorized person(s) shall be engaged for this job under strict supervision. The waste chemicals shall be drained out to a suitable storage provision and disposed off as per the relevant procedure. The area shall be barricaded while carrying out cleaning operation so as to prevent any unauthorized entry. Once the operation is completed, the surplus material along with the containers shall be returned to stores or scrap yard, as the case may be. The users shall use all appropriate PPEs and shall have water and sand for handling any incidental spillage or splash etc. The area shall be left completely clean before removing barricades.



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## **22.1 PAINTING**

Painting requirements – prior to commencement of painting job, provide a detailed procedure to be implemented by all concerned employees and sub-contractor involved in painting activities.

## **23.0 SAFETY IN THE USE OF HAND TOOLS AND POWER-OPERATED TOOLS**

### **23.1 General provisions**

- i. All hands and power tools and similar equipment, shall be maintained in safe condition.
- ii. All job-made/field-made tools are prohibited, unless designed with engineered stamp
- iii. When power operated tools are designed to accommodate guards, they shall be equipped
- iv. with such guards, when in use;
- v. Belts, gears, shafts, pulleys, sprockets, spindles, drums, fly wheels, chains and other reciprocating, rotating or moving parts of the equipment shall be similarly guarded;
- vi. Personnel using hand and power tools and exposed to the hazard of falling, flying, abrasive, and splashing objects, or exposed to harmful dusts, fumes, mists, vapours, or gases shall be provided with the particular personal protective equipment necessary to protect them from the hazards;
- vii. All hand-held powered platen sanders, grinders, grinders with wheels of 5 cm or less, routers, planers, laminate trimmers, nibblers, shears, scroll saws and jigsaws with blade shanks of 0.5 cm wide or less shall be equipped with only a positive on-off control.
- viii. All hand-held powered drills, tappers, fastener drivers, horizontal, vertical or angle grinders with wheels greater than 5 cm in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and other operating powered tools shall be equipped with a momentary contact on control provided that turnoff can be accomplished by a single motion of the same finger or fingers that turn it on.

## **24.0 START UP, COMMISSIONING AND TESTING:**

There are various activities involved prior to commissioning- the major ones are - Hydraulic Test, Steam Blowing, Charging of transformers, Boiler Light Up, Rolling and Synchronisation and Full loading of unit.

These activities shall be personally supervised by the site executive along with the commissioning engineer. The readiness of upstream and downstream system shall be ensured before taking up. These shall be handled strictly by the authorised persons only and the team shall be suitably briefed about the activity including hazards & risks involved and control plan by the concerned executive-in-charge before start. Entry of persons to the area of activity shall be suitably restricted and the emergency functions like Ambulance, first aid centre and Fire station shall be intimated about the plan well in





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advance. Lock-out/ Tag-out shall be in place while charging transformer and whenever necessary. Electricians with valid wiremen license only shall be permitted to work on powerlines.

The area and the passage shall be adequately illuminated.

## **25.0 INCIDENT INVESTIGATION, REPORTING AND RECORDS:**

- The contractor 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 contractor 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.

## **26.0 HSE COMMUNICATION**

### **26.1 MONTHLY & WEEKLY HSE REPORTING**

- HSE information of Site shall be reported monthly and weekly through Monthly/Weekly Site HSE report (MSHR) as per **format no.** (HSEP:13-F08).
- Weekly,Monthly safety meeting conducted by BHEL/Customer are to be attended compulsorily by site in charge ,senior area engineers,safety officers.In case Sit In charge is not available on meeting day , next in command is to attend meetings.
- Preparation of MSHR shall be done as per " Guidelines for filling up Monthly HSE report"
- The period of reporting shall be 25<sup>th</sup> of the preceding month to 24<sup>th</sup> of the present month and shall be submitted to Regional HQ by the end of the calendar month.

#### **26.1.1 The following documents and reports are to be maintained at site, but not limited to:**

- HSE induction sign in roster
- Pre-employment Health Record Form 31-A.
- HSE Inspections and audit reports
- Environmental monitoring documentation
- Method Statements and JSA
- Training records
- HSE corrective action tracking sheets



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- 3<sup>rd</sup> party inspection report of crane, lifting tools & tackles
- PPE inspections
- First report of incident
- Incident investigation reports
- Chemical inventory documentation
- MSDS of chemicals
- PTW and separate permits of critical activities
- Vehicle and equipment inspections
- Toolbox talk
- Pre job briefings
- Trade test details
- Safety statistics monthly
- Noise monitoring reports
- Written safety violations
- HSE committee and other MOM
- HSE Plan & Emergency Plan
- Weekly & Monthly HSE report to be submitted to OPGC

## **26.2 INCIDENT REPORTING**

- HSE incidents of site shall be reported to Regional HQ and PS-HQ as per HSE procedure for incident investigation, analysis and reporting
- Corrective action shall be immediately implemented at the work place and compliance shall be verified by HSE officer until then work shall be put on hold by Construction Manager.

## **26.3 HSE EVENT REPORTING**

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

## **27.0 OPERATIONAL CONTROL**

### **27.1 WORK PERMIT SYSTEM**

- The following activities shall come under Work Permit System
  - a. Height working above 2 metres
  - b. Hot work in general and at height
  - c. Confined space
  - d. Radiography
  - e. Hazardous Energy Control (lockout/tagout)





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f. Excavation and Trenching

- "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 general work permit and other permits as referenced above of particular work activity at particular location before starting of the work with Method Statement and HIRA/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.
- Agency has to prepare and maintain all permit system documents treating it as their normal scope of work. These work permits are to be approved by BHEL/Customer before starting work and need to be closed on completion of specific jobs. All work permits will be specific period. Permits are to be displayed on job spot and in case job is spreaded in different locations, photocopies of permits are to be kept with area engineers/supervisors.

## 27.2 ENVIRONMENTAL CONTROL

Environment protection has always been given prime importance by BHEL. Environmental damage is a major concern of the principal contractor 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.

### Noise Level Chart

Parameter	Night Noise level dBA	Daytime Noise Level dBA
At 1-meter from each piece of equipment	85	85
At Property boundary	70	70

### 27.2.1 Air pollution Control

- Water sprinkling on road for suppression of fugitive dust to be done regularly.
- Startup and commissioning activities to be planned for compliance with contract, regulatory and permit requirements..
- Required monitoring to be done in the respective work location as applicable.

### 27.2.2 Land and Water Resource Protection

- Only prior approved land by NTPC to be used during construction work.
- Contract clauses to be followed
- All hazardous substances will be stored with proper containment facilities to avoid any release into the water system, causing land/water contamination.



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### 27.3 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 contractor. Such cleanings has to be done by contractor within quoted rate, on daily basis by an identified group. If such activity is not carried out by contractor / 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 contractor.
- 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 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
- 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 contractor. Such cleanings has to be done by contractor within quoted rate, on daily basis by an identified group. If such activity is not carried out by contractor / 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 contractor.



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## **27.4 WASTE MANAGEMENT**

- There are operations on construction projects that may create hazardous waste, which would require handling, storage, transferring, and transporting. Therefore, hazardous waste guidelines apply for Hazardous Waste Planning:
- 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.

### **27.4.1 Minimum Requirements:**

- Contractor must designate a Material Manager who is responsible for checking delivered materials as potential hazardous waste and informing the Contractor's Safety Manager.
- Contractor who create, may be expected to create or could accidentally create a material that could be classified to be hazardous waste must provide Disposal number (or equivalent) and other pertinent information on file.
- All hazardous waste or waste which could be considered hazardous waste, as determined by the methodology and definitions from environmental regulators must be stored and collected in special areas and properly disposed of by the Contractor.
- No waste haulers, disposers, recyclers, or scavengers will be allowed on the site without the permission of the owner. It will be the responsibility of the Contractor to provide copies of all licenses, permits, and authorizations to the.
- No waste may be removed from the site by any person without the authorization of the Contractor. No waste may be brought onto the site and disposed of using the Contractor's systems or facilities.

## **27.5 EMERGENCY PREPAREDNESS AND RESPONSE (Preferably to be maintained jointly by all stake-holders in the project)**

Emergency preparedness and response plan requirements are to protect worker life and health, and to safeguard property used and stored on the project. This plan is prepared in anticipation of an emergency to prevent losses to any Incident. This plan describes how the organization identifies, respond to and review emergency situations.

This plan covers fire, medical and other environmental incidents. It aims at controlling the emergency and generally mitigating the adverse effects of a major Incident. This plan is applicable to all activities carried at the project site. Determination of hazard potential and identification and assessment of hazards is the first part in emergency planning. This requires systematic study of the site / plant to identify emergencies that can occur.

- Emergency preparedness and response capability of site shall be developed as per Emergency Preparedness and Response plan issued by Regional HQ



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- Availability of adequate number of first aiders and fire warden shall be ensured with BHEL and its contractor
- All the contractor'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.
- Contractor 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. Expenditure of First aid centre and ambulance is on sharing basis with all sub agencies.
- 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

## **28.0 Void**

## **29.0 HSE AUDIT**

### **29.1 INTERNAL HSE AUDIT**

- Internal HSE Audit shall be carried out by HQ as per HSE audit calendar at least once in 3 months
- Qualified HSE auditor shall be engaged for the internal HSE audit.
- HSE checklist shall be used for carrying out audit and report shall be submitted to Head (HSE) of the Region with a copy to concerned site. Final audit report will be issued by Head (HSE) of the Region.
- All non-conformities and observations on HSE shall be disposed off by site in a time bound manner.
- Corrective action and Preventive action on HSE issues issued by Regional HQs shall be implemented by site and reported to HQ



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## 29.2 EXTERNAL HSE AUDIT

- External HSE audit may be carried out by customer/consultant as second party audit or by certification body/government body as third party audit.
- Contractor shall facilitate smooth conduct of HSE audit and make available all the necessary information data which are not confidential in nature.
- All non-conformities and observations on HSE identified during external HSE audit shall be disposed off by contractor 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 CONTRACTOR Regional HQs shall be implemented by site and reported to HQ

## 30.0 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.



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**31.0 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/- * Per Person per day
02.	Not wearing Safety Belt or not anchoring life line	500/-* Per Person per day
03	Not wearing safety shoe	200/-* Per Person per day
04	Not keeping gas cylinders vertically	200/- Per Person per day
05	Not using flash back arrestors	100/- Per Person per day
06	Not wearing gloves	50/- * Per Person per day
07.	Grinding Without Goggles	50/- * Per Person per day
08.	Not using 24 V Supply For Internal Work	500/- Per Person per day
09.	Electrical Plugs Not used for hand Machine	100/-
10.	Not Slings 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 25% in Earning Capacity or Major injuries or more permanent disablement to workmen or employees	Penalty @ 2.5% of contract value or 1,00,000/- per Person, which ever is less.
21.	Fatal Incident Resulting in total loss in Earning Capacity & accident causing death:	Penalty @ 10% of contract value or 5,00,000/- per Person, which ever is less.



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**Note:-**

1. 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.
2. If the Contractor fails in providing safe working environment as per the Safety Rules of BHEL/ NTPC or continues the work even after being instructed to stop the work by the Engineer I/C as provided in the relevant Clause of BHEL's contract with the customer, the Contractor shall be penalized at the rate of Rs. 25,000/- per day or part thereof till the instructions are complied with and so certified by the Engineer I/C.
3. Permanent disablement shall have the same meaning as indicated in The workmen's Compensation Act' 1923. The penalty mentioned above shall be in addition to the compensation payable to the workmen/ employees under the relevant provisions of the workmen's Compensation laws as applicable from time to time.
4. If two or more fatal accidents occur at same BHEL/ NTPC site under the control of contractor during the period of contract and he has
  - not complied with keeping adequate PPEs in stock or
  - defaulted in providing PPEs to his workmen
  - not followed statutory requirements BHEL/ NTPC safety rules
  - been issued warning notice/s by BHEL/ NTPC head of the project on non observance of safety norms
  - not provided safety training to all his workmen, the contractor can be debarred from getting tender documents in BHEL/ NTPC for two years from the date of last accident.

The safety performance will also be one of the overriding criteria for evaluation of overall performance of the contractors by BHEL/ NTPC. The contractor shall submit the accident data including fatal / non-fatal accidents for the last 3 years where he has undertaken the construction activities Projects-wise along with the tender documents.



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This will also be considered for evolution of tender documents. If the information given by the contractor found incorrect, his contract will be liable to be terminated.

5. The Contractor will make available minimum quantity of all safety equipments and safety PPEs of required specifications as per suggestive list included bidding documents as a part of "List of minimum T & P". Further Contractor will ensure availability of additional requirement for individual worker and safety equipment as per site requirement during execution of the contract till its completion.
6. The Contractor shall abide by the following during Construction and Erection activities:
  - Chain pulley block shall not be used for loads more than 2 (Two) tonne.
  - Hydra shall not be used for material transport.
  - Cage shall necessarily be provided to Monkey ladders of height more than 4 m.
  - Fencing shall be provided to all Electrical Distribution boards and transformers etc.





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### 33.0 FORMATS USED

SL. No.	Format Name	Format No.	Rev No.
01	Inspection of First Aid Box	HSEP:13-F-01	00
02	Health Check Up	HSEP:13-F-02	00
03	HSE Induction Training	HSEP:13-F-03	00
04	Tool Box Talk	HSEP:13-F-04	00
05	MONTHLY HSE REPORT AND HSE INDICES	HSEP:13-F-05	00
06	Inspection of PPE	HSEP:13-F-06	00
07	Inspection of T&Ps	HSEP:13-F-07	00
08	Status of T&Ps	HSEP:13-F-08	00
09	Inspection of Cranes and Winches	HSEP:13-F-09	00
10	Inspection on Height Working	HSEP:13-F-10	00
11	Inspection on Welding & Gas Cutting	HSEP:13-F-11	00
12	Inspection on Electrical Installation	HSEP:13-F-12	00
13	Inspection on Elevator	HSEP:13-F-13	00
14	Hse Performance and Penalty	HSEP:13-F-14	00
15	incident / property damage /fire incident report	HSEP:13-F-15	00
16	Crane operators Identification cum Authorization	HSEP:13-F-16	00
17	List of T&P	HSEP:13-F-17	00



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18	WORK PERMIT- EXCAVATION (DEEP)	HSEP:13-F-18	00
19	WORK PERMIT- RADIATION	HSEP:13-F-19	00
20	WORK PERMIT- CONFINED SPACE	HSEP:13-F-20	00
21	WORK PERMIT- WORK-AT-HEIGHT (ABOVE 1.8M)	HSEP:13-F-21	00

**Note: Above format for different work shall be provided by BHEL Site Safety officer.**

**ANNEXURE - A**

**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



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(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.



# Monthly HSE Planning & Review Format

Health, Safety & Environment

Power Sector Headquarters

Format No. HSEP13: F30

Rev. 00

Name of Project		Name of Agency	
Name of Work		Date	
PART- A: PLAN OF HSE ACTIVITIES FOR THE MONTH OF.....		PART-B: REVIEW ON .....	
(Note: Form to be filled in soft copy. Add additional sheets as per requirement; All Formats as per HSEP14 except Excavation Format, which is supplied separately)			
SN.	Description of HSE Activity & Formats	Plan & Targets for the month	Review
1	Availability of First Aid Box at Required Places and Inspection thereof as per Format: Fo1	Areas 1. ... 2. ...	
2	Health check-up as per Format: Fo2	Health check-up for Nos 1. New inductees 2. Drivers & Operators 3. Workers in following high risk areas: a. ... b. ...	
3	Induction training of newly joined workers as per Format: Fo3	Minimum No. of workers:	
4	Toolbox talks (TBT) conducted before start of work as per Format: Fo4	Locations of TBTs & No. of workers 1. ... 2. ...	
5	PPE usage and issue as per Format: Fo6		
6	Inspection of T&Ps as per Format: Fo7	List of T&Ps to be inspected 1. ... 2. ...	
7	Identification & Inspection Status of T&Ps as per Format: Fo8		
8	Inspection of Cranes & Winches as per Format: Fog	List of Cranes & Winches & Nos. 1. ... 2. ...	
9	Inspection of Height Working as per Format: F10	Areas: 1. ... 2. ...	
10	Inspection of Welding & Gas Cutting operations as per Format: F11	Areas: 1. ... 2. ...	
11	Inspection of Electrical Installations as per Format: F12	Locations: 1. ... 2. ...	



# Monthly HSE Planning & Review Format

Health, Safety & Environment

Power Sector Headquarters

Format No. HSEP13: F30

Rev. 00

SN.	Description of HSE Activity & Formats	Plan & Targets for the month	Review
12	Inspection of Elevators (as applicable) as per Format: F13	Locations: 1. ... 2. ...	
13	Inspection of Excavation as per Format: F13E	Locations: 1. ... 2. ...	
14	Job Safety Analysis as per Format (HSEP13:F32B)	Activities: 1. ... 2. ...	
15	Regular Job Specific Training (Re-training) for workers involved in hazardous activities	Topics/ Hazards & No. of workers 1. ... 2. ...	
16	Mass housekeeping (HK) drive in work areas	Areas 1. ... 2. ...	
17	Vertigo Test of Height workers	Minimum No. of workers:	
18	Deployment of qualified HSE Officers as per contract	Location(s) & Nos. 1. ... 2. ...	
19	Deployment of qualified HSE Stewards as per contract	Location(s) & Nos. 1. ... 2. ...	
20	Deployment of Safety tools & Equipment (Safety Nets, Lifelines, Fall arrestors, Man-cages, flashback arrestors, scaffolding etc.)	Tool/ Equipment & Location 1. ... 2. ...	
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. ... 2. ...	
24	Provision of clean drinking water sources for workers	Locations: Nos. 1. ... 2. ...	
25	Provision of toilets for workers (separate for male & female workers)	Locations: Nos. 1. ... 2. ...	



# Monthly HSE Planning & Review Format

Health, Safety & Environment

Power Sector Headquarters

Format No. HSEP13: F30

Rev. 00

SN.	Description of HSE Activity & Formats	Plan & Targets for the month	Review
26	Rest sheds for workers during lunchtime, rain, dust storm etc.	Locations: Nos. 1. ... 2. ...	
27	Availability of following in Labor colony	1. Clean drinking water 2. Toilets 3. Cleanliness & Hygiene 4. Grass cutting, 5. Fogging 6. Electrical Inspection 7. ...	
28	Availability of dust/ waste bins at various locations	Locations: 1. ... 2. ...	
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. ... 2. ...	
32	Tree plantation	Locations & Nos. 1. ... 2. ...	
33	Waste disposal & Scrap Bins	Locations 1. ... 2. ...	
34	Illumination checks	Locations 1. ... 2. ...	
35	Safety award function: 1. Display of good practices 2. Award presentation	Minimum 1 per month	
36	Submission of Daily Reports as per Format No. HSEP13:F31A	Daily Reports (Night & Day Shifts)	
<b>PLAN</b>			<b>REVIEW</b>
<b>Agency</b> Name: Sign: Date:		<b>BHEL</b> Name: Sign: Date:	<b>Agency</b> Name: Sign: Date:
		<b>BHEL</b> Name: Sign: Date:	



# Daily HSE Report (Agency)

Format No. HSEP13:F31A  
Rev. 00

Health, Safety & Environment

Power Sector Headquarters

DAY	MONTH	YEAR	AGENCY
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PROJECT	AGENCY
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Important:


1. N-Night Shift

2. Photographs of inspection of height work, hazardous activities, T&Ps, Toolbox Talks, Training, Reward Function, Housekeeping/ Plantation drives etc. to be attached

4. Report to be compiled daily at day end and submitted to BHEL

5. Format to be preferably used in soft copy only and submitted by e-mail

General Info		Manpower Details			Safety Statistics										Incident Statistics					NCs							
SHIFT		Submitted By																									
		Work Area(s)																									
		Staff																									
		Man-Power																									
		Safety Officers																									
		Safety Stewards																									
		Tool Box (Topics and No. of Participants)																									
NA		Induction Training (No. of Participants)																									
NA		Vertigo Test (Numbers Tested)																									
NA		On-the-Job Training (Topic & participants)																									
		Work Permits																									
		Job Safety Analyses conducted																									
		Height Work Inspection																									
		Other Hazardous Activities Inspection																									
NA		T&P Inspection (Names & Nos. Inspected)																									
		Safety Walk (Designation, Areas)																									
NA		HSE Meeting																									
NA		Safety Reward (Details)																									
NA		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																									

	Daily HSE Report (BHEL)				Format No. HSEP13:F31B Rev. 00
	Health, Safety & Environment				
	Power Sector Headquarters				

DAY		MONTH		YEAR	
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PROJECT		AGENCY	
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- Important:**
1. N-Night Shift
  2. Photographs of inspection of height work, hazardous activities, T&Ps, Toolbox Talks, Training, Reward Function, Housekeeping/ Plantation drives etc. to be attached
  4. Report to be compiled daily at day end and submitted to BHEL
  5. Format to be preferably used in soft copy only and submitted by e-mail

General Info			Manpower Details		Safety Statistics													Incident Statistics							
SHIFT	Submitted By	Work Area(s)	Staff	Man-Power	Safety Officers	Safety Stewards	Tool Box Inspected	Induction Training Inspected	Vertigo Test Inspected	On-the-Job Training Given/ Inspected	Work Permits Issued	Job Safety Analyses Approved	Height Work Inspection Conducted (Areas)	Other Hazardous Activities Inspection (Areas)	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
DAY																									
NIGHT							NA		NA	NA					NA		NA	NA	NA						