



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Page 1 of 22

Ref: PSER:SCT:MIS-Q2046:WFH-01

Date: 19-05-2020

NOTICE INVITING TENDER

NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES

Sealed offers are invited from reputed & experienced bidders meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1 through **E-Procurement Portal** <https://bhel.abcprocure.com> only for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

| SL NO | ISSUE | DESCRIPTION |
|-------|-------------------------------------|---|
| 1.0 | TENDER NO | PSER:SCT:MIS-Q2046:20 |
| 2.0 | NAME OF JOB | RATE CONTRACT FOR PROVIDING SAFETY MANAGEMENT SERVICES ALONG WITH MANPOWER FOR STRENGTHENING OF SAFETY CULTURE AND EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT DIFFERENT PROJECT SITES OF BHEL POWER SECTOR. |
| 3.0 | DETAILS OF TENDER DOCUMENT | |
| 3.1 | Volume-I | <i>General conditions of contract- Applicable.</i> |
| 3.2 | Volume-IB | <i>General conditions of contract (service) - Not applicable.</i> |
| 3.3 | Volume-IC. | <i>Special conditions of contract (supply) – Not applicable.</i> |
| 3.4 | Volume-ID. | <i>Special conditions of contract (service) – Not Applicable (clubbed with Volume-II).</i> |
| 3.5 | Volume-IE. | <i>Not applicable.</i> |
| 3.6 | Volume-II. | Scope, Special Terms And Conditions Of The Contract -Applicable |
| 3.7 | Volume-III. | Price schedule, Rev-00 - Applicable. |
| 4.0 | ISSUE OF TENDER DOCUMENTS | <i>This is an E-tender floated online through our E-Procurement Site https://bhel.abcprocure.com. Start date of the tender: 19-05-2020.</i> |
| 5.0 | DUE DATE & TIME OF OFFER SUBMISSION | Date: 09-06-2020, Time: 15-00 Hrs. IST <i>The bidder should respond by submitting their offer online in our e-Procurement platform at https://bhel.abcprocure.com only. Offers are invited in two-parts only. Hard copy bid or bids through email/ fax shall not be accepted.</i> |
| 6.0 | OPENING OF TENDER | Date: 09-06-2020. 1 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. |
| 7.0 | EMD AMOUNT | Rs. 30,50,872/- |
| 8.0 | COST OF TENDER | Rs. 10,000/- |
| 9.0 | LAST DATE FOR SEEKING CLARIFICATION | Date: 29-05-2020 Along with soft version also, addressing to undersigned & to others as per contact address given below |

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POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691/ 23398236

| | | |
|------|--|---|
| 10.0 | SCHEDULE OF Pre Bid Discussion (PBD) | Not Applicable |
| 11.0 | INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM) | Applicable (refer Clause No. 34 for details) |
| 12.0 | Latest updates | Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendums & CPP portal →Tender Notice) & E-Procurement Site https://bhel.abcpocure.com and not in the newspapers . Bidders to keep themselves updated with all such information. |

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly digitally signed, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender (non-refundable) and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata, issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer.
- 4.0 Unless specifically stated otherwise, bidder shall have to deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. For other details please refer General Conditions of Contract.

Bidders may please be noted that “OEMD” provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as OEMD are also requested to submit fresh EMD as mentioned in sl no 7.0 under clause no 1.0 of NIT.

- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders as detailed below:

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING

| Sl no | Description | Remarks |
|-----------------|--|---------|
| PART-I A | (TECHNO COMMERCIAL BID) | |
| | CONTAINING THE FOLLOWING:- | |
| i. | Covering letter/Offer forwarding letter of Tenderer. (To be attached in relevant Attachment section) | |
| ii. | Duly filled-in 'No Deviation Certificate' as per prescribed format. (To be attached in relevant Attachment section) Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be attached in relevant attachment section of the e –procurement portal . It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. | |

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| | | |
|-------|--|-------------|
| | <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p> | |
| iii. | <p>Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be attached in relevant attachment section and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p> | |
| iv. | <p>All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT. (To be attached in relevant Attachment section)</p> | |
| v. | Integrity Pact Agreement (Duly signed by the authorized signatory) | Applicable. |
| vi. | Duly filled-in annexures, formats etc as required under this Tender Specification/NIT (To be attached in relevant Attachment section) | |
| vii. | Notice inviting Tender (NIT) (To be attached in relevant Attachment section) | |
| viii. | Volume – I : General Conditions of Contract (GCC) (To be attached in relevant Attachment section) | |
| ix. | Volume – II : Technical specification along with Special conditions of contract (To be attached in relevant Attachment section) | |
| x. | Volume–III – Schedule-I- (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item. (To be attached in Unpriced Bid Attachment section) | |
| xi. | Any other details preferred by bidder with proper indexing. (To be attached in relevant Attachment section) | |

| | | |
|-----------------|--|--|
| PART-I B | EMD/ COST OF TENDER | |
| | CONTAINING THE FOLLOWING:- | |
| i. | <p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p> | |

| | | |
|----------------|--|--|
| PART-II | PRICE BID | |
| | (TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION) | |
| | CONTAINING THE FOLLOWING:- | |
| i | Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I | |
| ii | <p>Volume III – PRICE BID- – Schedule-I- (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)</p> <p>Any other document uploaded in the price bid, apart from above tender format, shall not be taken into cognizance for evaluation of offer.</p> | |

6.0 SPECIAL NOTE:

- A) Your offer & documents submitted along with offer shall be digitally signed & stamped in each page by your authorised representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.

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- B) The credentials/documents submitted towards compliance of Pre-qualification requirement shall be physically signed by the authorized signatory & stamped before uploading/submission with the offer in the e-procurement portal.
- C) **All documents/ annexures submitted with the offer shall be properly attached in the respective sections.** BHEL shall not be responsible for any missing documents.
- 7.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 Since the job shall be executed at **site**, bidder must visit site/work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 10.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail or through E-Procurement Site <https://bhel.abcprocure.com>, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 11.0 BHEL may decide holding pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 12.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 14.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (11.0) of 1 above.
- 15.0 The Bidder has to satisfy the Pre Qualifying Requirements (as applicable) stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 16.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, **price bid (Volume-III) uploaded in E-Procurement Site <https://bhel.abcprocure.com> will be opened.**

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- 17.0 Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) or specified otherwise in the tender.
- 18.0 BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

However, if reverse auction process is not adopted or is unsuccessful for whatsoever reason, absolute value price bid (Volume-III) uploaded in **E-Procurement Site** <https://bhel.abcprocure.com> will be opened for deciding the successful bidder. BHEL's decision in this regard will be final & binding on bidder.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L 1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L 1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

As a reminder to the bidders, system will flash following message (in Red Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

- 19.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 20.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 21.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 22.0 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.

'Stand alone' bidder cannot become a 'prime bidder' or a 'consortium bidder' in a consortium bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.

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- 23.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 24.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 25.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website (www.bhel.com).

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

a) Commitment by BHEL:

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

b) Commitment by Bidder/ Supplier/ Contractor:

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

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

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

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

- 26.0 It may please be noted that Guidelines/Rules in respect of Suspension of business dealings (Hold- 12 to 24 Months/ Banning – 3 years etc), Vendor Evaluation formats, quality, safety and HSE guidelines , standard T&P hire charges of BHEL etc may undergo change from time to time and the latest one shall be followed. Latest "Guidelines for Vendor Evaluation" is web based quality, safety & HSE"; standard T&P hire charges shall be available at site and shall be given to the successful vendors/subcontractors during execution.
- 27.0 MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not

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submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

| Type under MSME | SC/ST owned | Women owned | Others |
|-----------------|-------------|-------------|--------|
| Micro | | | |
| Small | | | |
| Medium | | | |

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

- 28.0 The bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 29.0 Annexure-A -Amendment to GCC shall be read in conjunction with GCC-Volume-I. This Annexure-A (Amendment to GCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC only.
- 30.0 Annexure-B - Terms & conditions of Reverse Auction.
- 31.0 Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act is enclosed herewith.
- 32.0 Annexure-E- Statewise GST Registration nos. is enclosed herewith.
- 33.0 Duly filled & signed Annexure- CPP-GST/I to be submitted by bidders along with their techno-commercial offer.
- 34.0 **Integrity Pact (IP) –**
- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

| Sl | IEM | Address | Email |
|----|--|--|--|
| 1. | Shri Arun Chandra Verma, IPS (Retd.) | Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.) | acverma1@gmail.com |
| 2. | Shri Virendra Bahadur Singh, IPS (Retd.) | H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010 | vbsinghips@gmail.com |

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

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- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

| | | |
|---------|--|--|
| Name | Anish Kumar | Subrata Sen |
| Dept | SCT Dept, BHEL PSER, Kolkata | SCT Dept, BHEL PSER, Kolkata |
| Address | DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091 | DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091 |
| Phone | 033-2339 8235 | 033-2339 8226 |
| Email | k.anish@bhel.in | subrata.sen@bhel.in |
| FAX | 033-2321 1960 | 033-2321 1960 |

- 35.0 For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

- 36.0 Bidders are requested to submit their best price as per latest price schedule of the tender.

- 37.0 It may please be noted that Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid, else bid shall be liable for rejection.

All overwriting/ cutting, etc. will be numbered by bid opening officials and announced during bid opening.

- 38.0 Order of precedence

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

- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Bid-(VOL-III)
- Technical conditions & Special conditions of contract (TS & SCC)-VOL-II & ID.
- General conditions of contract (GCC)-VOL-I.

for BHARAT HEAVY ELECTRICALS LTD

Dy. Manager (SCT)

| Agency | Contact details | |
|---------------------------|-----------------|--|
| BHEL, PSER, Kolkata | Address | DJ-9/1, Sector – II, Salt Lake City, Kolkata – 700 091 |
| | Phone no | 033-2339 8235(D)/ 8225/ 8226/ 8000. |
| | FAX no | 033-2321 1960 |
| | e-mail | k.anish@bhel.in / subrata.sen@bhel.in ; gargi.ray@bhel.in |

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Enclosure

1. Annexure-1: Pre-Qualifying criteria.
2. Annexure-2: Format for No-deviation certificate.
3. Annexure-3: Format for seeking query.
4. Annexure-4: Check-list.
5. Annexure-A - Amendment to GCC.
6. Annexure-B: Terms & Conditions of Reverse Auction
7. Annexure -C-CA certificate Format.
8. Annexure -D- Specific Clause w.r.t. BOCW Act & Cess Act
9. Annexure-E- Statewise GST Registration nos.
10. Annexure- CPP-GST/I.
11. Tender document as per above details (Separate).

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ANNEXURE-1**PRE-QUALIFYING CRITERIA**

| | |
|-------------------|--|
| JOB | RATE CONTRACT FOR PROVIDING SAFETY MANAGEMENT SERVICES ALONG WITH MANPOWER FOR STRENGTHENING OF SAFETY CULTURE AND EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT DIFFERENT PROJECT SITES OF BHEL POWER SECTOR. |
| TENDER NO. | PSER:SCT:MIS-Q2046:20 |

| SL NO | CRITERIA |
|--------------|--|
| 1.0 | FINANCIAL CRITERIA |
| (A) | BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF Rs. 615.26 LAKHS DURING THE LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2019 AND SHOULD HAVE POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1 (C). |
| (B) | BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 31.03.2019. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31.03.2019 NEED TO BE SUBMITTED IN SUPPORT OF ABOVE. |
| (C) | IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS. |
| (D) | IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY THE CHARTERED ACCOUNTANT. |
| 2.0 | TECHNICAL CRITERIA |
| 2.1 | BIDDER SHOULD HAVE EARNED ANNUAL REVENUE OF MINIMUM INR 4.0 (FOUR) CRORES IN EACH YEAR FROM SAFETY SERVICES WITHIN INDIA ONLY, DURING LAST 3 (THREE) FINANCIAL YEARS ENDING ON 31-03-2019. NOTE: BIDDER SHALL SUBMIT THE CERTIFICATE FROM CHARTERED ACCOUNTANT CERTIFYING THE REVENUE FROM SAFETY SERVICES WITHIN INDIA ONLY, FOR ABOVE ALL THE SAID FINANCIAL YEARS. |
| 2.2 | THE BIDDER SHOULD HAVE EXPERIENCE OF PROVIDING SAFETY MAN POWER ON MAN-MONTH BASIS AT ANY REPUTED CORPORATE SECTORS OF POWER, CEMENT, PETROLEUM OR METAL INDUSTRIES IN LAST TEN YEARS ENDING ON LATEST DUE DATE OF BID SUBMISSION. RELEVANT DOCUMENTS IN SUPPORT OF ABOVE SHALL BE SUBMITTED. |
| 2.3 | THE BIDDER SHALL BE EITHER CERTIFIED UNDER ISO 14001/OHSAS 18001/ISO 45001 OR SHALL HAVE AUDITOR CERTIFIED UNDER ISO 14001/OHSAS 18001/ISO 45001. RELEVANT DOCUMENTS IN SUPPORT OF ABOVE SHALL BE SUBMITTED. |
| 2.4 | THE BIDDER SHALL HAVE EXPERIENCE OF CONDUCTANCE OF SAFETY CULTURE SURVEY & GAP ANALYSIS/ ASSESSMENT STUDY AT ANY REPUTED CORPORATE SECTORS OF POWER, CEMENT, PETROLEUM OR METAL INDUSTRIES IN LAST TEN YEARS. RELEVANT DOCUMENTS IN SUPPORT OF ABOVE SHALL BE SUBMITTED. |
| 3.0 | BIDDER SHOULD HAVE VALID PAN. RELEVANT DOCUMENTS IN SUPPORT OF ABOVE SHALL BE SUBMITTED. |

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

NOTE:

| | |
|-----|--|
| I | CONSORTIUM/ JV BIDDING IS NOT ALLOWED. |
| II | IF THE BIDDER HAPPENS TO BE SUBSIDIARY OF A PARENT COMPANY, THEN THE CREDENTIALS OF ITS SISTER-CONCERN (UNDER THE SAME BUSINESS) AND THE PARENT COMPANY CAN ALSO BE CONSIDERED FOR MEETING THE ABOVE PQC. |
| III | AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER. |
| IV | IN CASE THE JOB IS UNDER EXECUTION, THE VALUE OF EXECUTED PORTION OF THE JOB SHALL AT LEAST CORRESPOND TO THE RESPECTIVE VALUES SPECIFIED ABOVE EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED. |
| V | THE VENDOR SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED IN THE PRE-QUALIFICATION CRITERIA, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED |
| VI | BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER. |
| VII | BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION / BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT. |

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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ANNEXURE - 2**FORMAT FOR NO DEVIATION CERTIFICATE**
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

| | | |
|-----|--|---|
| Sub | No Deviation Certificate. | |
| Job | RATE CONTRACT FOR PROVIDING SAFETY MANAGEMENT SERVICES ALONG WITH MANPOWER FOR STRENGTHENING OF SAFETY CULTURE AND EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT DIFFERENT PROJECT SITES OF BHEL POWER SECTOR. | |
| Ref | 1.0 | Tender no PSER:SCT:MIS-Q2046:20 |
| | 2.0 | BHEL's NIT, vide reference no PSER:SCT:MIS-Q2046:WFH:01 Date: 19-05-2020. |
| | 3.0 | All other pertinent issues till date. |

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

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फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

ANNEXURE - 3**FORMAT FOR SEEKING CLARIFICATION**

| | |
|------------------|--|
| JOB | RATE CONTRACT FOR PROVIDING SAFETY MANAGEMENT SERVICES ALONG WITH MANPOWER FOR STRENGTHENING OF SAFETY CULTURE AND EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT DIFFERENT PROJECT SITES OF BHEL POWER SECTOR. |
| TENDER NO | PSER:SCT:MIS-Q2046:20 |

| Sl no | Reference clause of tender document | Existing provision | Bidder's query | BHEL's clarification |
|--------------|--|---------------------------|-----------------------|-----------------------------|
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पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

ANNEXURE - 4**CHECK LIST****NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

| | | | |
|-----|--|--|--------------------|
| 1 | Name and Address of the Tenderer | | |
| 2 | Details about type of the Firm/Company | | |
| 3.a | Details of Contact person for this Tender | Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No: | |
| 3.b | Details of alternate Contact person for this Tender | Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No: | |
| 4 | EMD DETAILS | DD No: Date : Bank : Amount: Please tick (√) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER | |
| 5 | Validity of Offer | TO BE VALID FOR SIX MONTHS FROM DUE DATE | |
| | | APPLICABILITY(BY BHEL) | ENCLOSED BY BIDDER |
| 6 | Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format | Applicable | YES / NO |
| 7 | Audited profit and Loss Account for the last three years | Applicable/Not Applicable | YES/NO |
| 8 | Copy of PAN Card | Applicable/Not Applicable | YES/NO |
| 9 | Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed | Applicable/Not Applicable | YES/NO |
| 10 | Integrity Pact | Applicable/Not Applicable | YES/NO |
| 11 | Declaration by Authorised Signatory | Applicable/Not Applicable | YES/NO |
| 12 | No Deviation Certificate | Applicable/Not Applicable | YES/NO |
| 13 | Declaration confirming knowledge about Site Conditions | Applicable/Not Applicable | YES/NO |
| 14 | Declaration for relation in BHEL | Applicable/Not Applicable | YES/NO |
| 15 | Non Disclosure Certificate | Applicable/Not Applicable | YES/NO |
| 16 | Bank Account Details for E-Payment | Applicable/Not Applicable | YES/NO |
| 17 | Capacity Evaluation of Bidder for current Tender | Applicable/Not Applicable | YES/NO |
| 18 | Tie Ups/Consortium Agreement are submitted as per format | Applicable/Not Applicable | YES/NO |
| 19 | Power of Attorney for Submission of Tender/Signing Contract Agreement | Applicable/Not Applicable | YES/NO |
| 20 | Analysis of Unit rates | Applicable/Not Applicable | YES/NO |
| 21 | Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR (Undertaking to be enclosed if not applicable) | Applicable/Not Applicable | YES/NO |

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

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

| |
|---|
| पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236 |
|---|

Annexure –A

Amendment to GCC

1.

| | |
|-----|---|
| (I) | New clauses have been introduced under Volume-I-GCC superseding all pertinent clauses of risk and cost |
| 1.1 | <p>Risk and cost may be invoked in any of the following cases:</p> <p>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 supply does not appear to be executable within balance available period considering its performance of execution.</p> <p>ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</p> <p>iii). Non completion of work/ Non-supply by the Contractor within scheduled completion/ delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor.</p> <p>iv). Termination of Contract on account of any other reason (s) attributable to Contractor.</p> <p>v). Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>vi). Non-compliance to any contractual condition or any other default attributable to Contractor.</p> <p><u>Risk & Cost Amount against Balance Work:</u> Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) 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</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>* Balance scope of work/ supply (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/ Supply 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.</p> <p>NOTE: Incase portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be</p> |

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| | |
|------|--|
| | <p>considered as 'Balance scope of work/ supply' for calculating Risk & Cost amount.</p> <p><u>LD against delay in executed work/ supply in case of Termination of Contract:</u></p> <p>LD against delay in executed work/ supply shall be calculated in line with the relevant LD clause(s) 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/ supply till termination of contract.</p> <p>Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.</p> <p>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</p> <p>ii). Let the value of executed work/supply till the time of termination of contract= X</p> <p>iii). Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y</p> <p>iv). Delay in executed work/supply attributable to contractor i.e. $T2=[1-(X/Y)] \times T1$</p> <p>v). LD shall be calculated in line with LD clause of GCC for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.</p> |
| 1.2 | <p><u>Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor</u></p> <p>Following sequence shall be applicable for recoveries from contractor:</p> <p>a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.</p> <p>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.</p> <p>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: Dues payable to contractor against other contracts in the same Region shall be considered for recovery.</p> <p>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.</p> <p>In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.</p> |
| (II) | <p>Additional clauses have been introduced under Volume-I-GCC under security deposit (SD) & performance bond (PB)</p> |
| 2.0 | <p>Clause No 1.7.5: Security deposit (SD)</p> <p>SDBG to be furnished by the vendor before start of work. No payment will be released till SDBG is submitted by the vendor.</p> <p>If requested by the vendor, cash recovery equivalent to SDBG value to be made from bills submitted by the vendor.</p> <p>Also recovery of interest calculated @SBI PLR +2% on amount equivalent to SDBG / PBG value to be made for the gap period (difference between date of start of work and date of submission of BG / cash recovery).</p> <p>In case of delay in extension of SDBG, in case of validity expiry, SDBG shall be invoked. However if the vendor submits a new BG after invocation of the previous BG then, it shall be refunded and recovery for the gap period, i.e. the duration for which BG is not available shall be made as stated above.</p> |

Annexure -B**Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure IV) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder. In case of tie for H1 bid (identical online sealed bids), 15 minutes' additional time shall be provided and all the participating bidders shall be informed by mail/message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.

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POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

Annexure -C**Certificate by Chartered Accountant on letter head**

This is to to Certify that M/S,
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....,
Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category {Micro/ Small} (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 5 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

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Annexure –D**Specific Clause w.r.t. BOCW Act & Cess Act**

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
7. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
8. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
9. It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
 - (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.
 - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
10. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

11. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
12. If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

ANNEXURE-E**Statewise GST Registration nos.**

| Sl. No. | State / UT | GST Reg. No. |
|----------------|-------------------|---------------------|
| 1 | Andhra Pradesh | 37AAACB4146P7Z8 |
| 2 | Assam | 18AAACB4146P1ZE |
| 3 | Bihar | 10AAACB4146P1ZU |
| 4 | Chandigarh | 04AAACB4146P1ZN |
| 5 | Chattishgarh | 22AAACB4146P1ZP |
| 6 | Daman & Diu | 25AAACB4146P1ZJ |
| 7 | Delhi | 07AAACB4146P1ZH |
| 8 | Gujarat | 24AAACB4146P1ZL |
| 9 | Haryana | 06AAACB4146P1ZJ |
| 10 | HP | 02AAACB4146P1ZR |
| 11 | Jharkhand | 20AAACB4146P5ZP |
| 12 | Karnataka | 29AAACB4146P1ZB |
| 13 | Kerala | 32AAACB4146P1ZO |
| 14 | Maharashtra | 27AAACB4146P1ZF |
| 15 | MP | 23AAACB4146P1ZN |
| 16 | Punjab | 03AAACB4146P2ZO |
| 17 | Rajasthan | 08AAACB4146P1ZF |
| 18 | Tamil Nadu | 33AAACB4146P2ZL |
| 19 | Telangana | 36AAACB4146P1ZG |
| 20 | Tripura | 16AAACB4146P1ZI |
| 21 | UP | 09AAACB4146P2ZC |
| 22 | Uttarakhand | 05AAACB4146P1ZL |
| 23 | West Bangal | 19AAACB4146P1ZC |
| 24 | Mizoram | 15AAACB4146P1ZK |
| 25 | Orissa | 21AAACB4146P1ZR |
| 26 | Arunachal Pradesh | 12AAACB4146P1ZQ |

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

Annexure- CPP-GST/I**Please arrange to submit this filled-up format along with Tender**

| | |
|---|--|
| Name of the Company | |
| Address of Company* | |
| Company Registration Number* | |
| Name of Partners / Directors | |
| | |
| ALL THE STATES WHERE BIDDER HAS A PLACE OF BUSINESS* | |
| ALL ADDRESS OF VENDOR MENTIONING THEIR PIN AS PER THE LATEST GST REGISTRATION* | |
| GSTN OF ALL THE ABOVE NOTED PLACES OF VENDOR* | |
| | |
| | |
| Bidder Type: Indian/ Foreign* | |
| City* | |
| State* | |
| Country* | |
| Postal Code* | |
| PAN/TAN Number* | |
| Company's Establishment Year | |
| Company's Nature of Business* | |
| Company's Legal Status* {limited /undertaking/joint venture/partnership/other} | |
| Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/ UAN as per Udyog Aadhaar Memorandum/ Ancillary unit/project affected person of this company/ssi/ other} | |
| Relevant documents to be submitted as applicable. | |
| Enter Company's Contact Person Details | |
| Title(Mr. / Mrs. / Ms. / Dr. / Shri)* | |
| Contact Name* | |
| Date Of Birth* | |
| Correspondence Email* | |
| (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.) | |
| Designation | |
| Phone* | |
| Fax* | |
| Mobile* | |

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236

BHEL-IP

AA:SSP:IP:R02 dtd 10.07.2018

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

BHEL-IP

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Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

BHEL-IP

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demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors:
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

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- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

For & On behalf of the Bidder/
Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____

| | | |
|---|--------------------------------|---------|
| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
| TENDER NO – PSER:SCT:MIS-Q2046:20 | | |
| VOLUME - I | GENERAL CONDITIONS OF CONTRACT | 1 of 47 |

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| | | |
|---|--------------------------------|---------|
| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
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SECTION – I
GENERAL INSTRUCTION TO TENDERER

| CLAUSE NO | DESCRIPTION |
|-----------|--|
| 1.1 | NOTICE |
| 1.1.1 | Sealed tenders complete in all respects shall be submitted, duly superscribing the tender document No. and name of work, to the OFFICER INVITING TENDER within specified date and time. |
| 1.1.2 | Bharat Heavy Electricals Ltd., take no responsibility for any delay, loss or non receipt of tender document sent by post and also reserve the right to reject any or all the tenders without assigning any reason thereof. Tenders not accompanied by prescribed earnest money are liable to be summarily rejected. |
| 1.2 | PROCEDURE FOR SUBMISSION OF SEALED TENDERS |
| 1.2.1 | The tenderer must submit their tenders as required in three parts in separates sealed covers prominently superscribed as Part – I “TECHNO – COMMERCIAL BID”, Part – II “PRICE BID” and Part – III “EMD” and also indicating on each of the covers the tender specification number and due date and time. All the three sealed envelopes shall be enclosed in a third envelop superscribing tender specification No. and due date and time on the top. |
| 1.2.2 | No deviation from the tender specifications shall be acceptable to BHEL. For this purpose the tenderers shall confirm their unqualified acceptance of the terms and conditions in the technical bid, and that the rate quoted are in accordance with the tender specification by giving a written undertaking to that effect as per the enclosed format. This certificate shall be kept outside the techno-commercial bid during submission. TENDERS NOT COMPLYING WITH THE ABOVE MAY BE REJECTED. |
| 1.2.2.1 | PART – I (TECHNO – COMMERCIAL BID) – Cover I. All schedules, data sheets & details, reference of EMD (without disclosing amount) and Volume-I & Volume-II (signing on all the pages) shall be enclosed in Part-I, TECHNO–COMMERCIAL BID. |
| 1.2.2.2 | PART-II (PRICE BID) – Cover II All indications of price as per rate schedule (Volume III) alongwith Volume III (signing on all the pages) shall be submitted in this Part II, PRICE BID. |
| 1.2.2.3 | PART-III (EMD) – Cover III This cover should contain only Earnest Money deposit (EMD) for the specification. |
| 1.2.3 | Tenders submitted by post shall be sent ‘REGISTERED POST AC-KNOWLEDGEMENT DUE’ and shall be posted with the due allowance for any postal delay. Tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered unless confirmed in writing by a detailed offer. |
| 1.2.4 | Tenders shall be opened by the authorized officers of BHEL at his office at the specified time and date in the presence of such of those, tenderers or their authorized representatives who may be present. Such representatives shall have to bring with them an authorization letter during the opening of price bids. |
| 1.2.5 | The tenderers shall closely peruse all the clauses, specification and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omission in the drawing or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc, shall at once contact the authority inviting the tender for clarification before submission of offer. |
| 1.2.6 | Before tendering, 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. No claim will be entertained later on the ground of lack of knowledge. |
| 1.2.7 | Tenderer must fill up all the schedules and annexure and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender specification, comprising of Volume I, Volume II and Volume III must be SIGNED, STAMPED AND SUBMITTED ALONGWITH THE OFFER by the tenderer in token acceptance thereof. The information furnished shall be complete by itself. |
| 1.2.8 | The tenderer shall quote the rates in English language and international numerals. The rate shall be in whole rupees. These rates shall be entered in figurers as well as in words. In case of difference in rates between words and figurers THE LESSER OF THE TWO will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used. |

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|---|--------------------------------|---------|
| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
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| | |
|---------|---|
| 1.2.9 | All entries in the tender shall either be typed or be in ink. Erasing and over writing are not permitted and may render such tender liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer. |
| 1.3 | QUALIFICATION OF TENDERERS |
| | Only tenderers who have been previously qualified in the work of this nature and description detailed in this tender specification and have other resources and expected to quote for this work. |
| 1.3 | DATA AND DOCUMENTS TO BE ENCLOSED |
| 1.3.1 | Full information shall be given by the tenderer in respect of following. Non-submission of these information may lead to rejection of the offer. |
| 1.3.2 | Attested copies of partnership deed, power of attorney and tender specifications duly signed as mentioned in the tender documents. |
| 1.3.3 | In case of an proprietorship firm, full name of proprietor, address, place and nature of business shall be furnished. In case of partnership firm, names of all the partners and their address, copy of partnership deed, instrument of partnership duly certified by the Notary Public shall be enclosed. In case of company, 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), nature of business carried on by the company and submissions of the memorandum relating thereof, names and particulars including addresses of all the directors and their previous experiences etc shall be furnished. |
| 1.3.4 | Prescribed Earnest Money Deposit. |
| 1.3.5 | Previous experience |
| | A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and value of each work, the site location and the duration and date of completion and also list of site location and particulars and values of various works that are under progress. |
| 1.3.6 | Organization chart |
| 1.3.6.1 | The organization that is totally available and that will be employed by the tenderer for this work duly indicating the number of supervisors the number of skilled and unskilled persons etc. |
| 1.3.6.2 | A list of tools and tackles that the tenderer is having and those will be used on this job including deployment plan. |
| 1.3.6.3 | Audited Balance Sheet and Profit & Loss A/c of last three years. |
| 1.3.7 | Banker's Certificate |
| | A latest certificate from Scheduled Bank to prove his financial capacity to undertake the work or solvency certificate from the concerned government authority. |
| 1.3.8 | Income Tax / Sales Tax Certificate |
| 1.3.8.1 | A valid certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period. |
| 1.3.8.2 | A written declaration indicating that no deviation from the tender specification has been taken. |
| 1.3.8.3 | In addition to above, other particulars, required in various annexure shall be furnished. |
| 1.3.9 | EARNEST MONEY DEPOSIT (EMD) |
| 1.3.9.1 | Every tender must be accompanied by the prescribed amount of Earnest Money Deposit as indicated in the tender enquiry letter, in any of the following forms. (All securities are to be discharged and pledged in favour of BHEL). |
| 1.3.9.2 | The EMD may be accepted only in the following forms: (a) Cash deposit as permissible under the extant Income Tax Act (before tender opening) (b) Electronic Fund Transfer credited in BHEL account (before tender opening) (c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) (d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) In addition to above, the EMD amount in excess of Rs. 2 Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months. EMD of successful tenderer will be retained as part of Security Deposit. |

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|---|--------------------------------|---------|
| Bharat Heavy Electricals Limited | | |
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| | |
|----------|--|
| 1.3.9.3 | Deleted |
| 1.3.9.4 | Deleted |
| 1.3.9.5 | Tenders received without earnest money in full in the manner prescribed above are liable to be rejected. |
| 1.3.9.6 | The Earnest money deposit of the successful tenderer paid in cash /DD/pay order shall be retained towards part of Security Deposit. |
| 1.3.9.7 | In the case of unsuccessful tenderers, the Earnest Money shall be refunded within a reasonable time after acceptance of award of work by the successful tenderer. |
| 1.3.9.8 | BHEL reserves the right of forfeiture of earnest money deposit in case the tenderer: |
| 1.3.9.9 | After opening of the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. |
| 1.3.9.10 | Fails to commence the work within the period as specified in the Letter of Intent or communicate the unqualified acceptance of the Letter of Intent within 15 days of date of the Letter of Intent. |
| 1.4 | AUTHORISATION AND ATTESTATION Tenders shall be signed by persons duly authorized / empowered to do so. Certificated copies of such authority and relevant documents shall be submitted alongwith the tenders. |
| 1.5 | VALIDITY OF OFFER The rates in the tender shall be kept valid for acceptance / for minimum period of six months from the date of submission of latest offer. If a tenderer withdraws or revokes his tender or revises the tendered rates and conditions for any items within the aforesaid period, his earnest money is liable to be forfeited. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal, of the original offer which shall be binding on the tenderers. |
| 1.6 | EXECUTION OF CONTRACT The successful tenderer's responsibility under this contract commences from the date of issue of letter of intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The total expenses towards preparing agreement (no of copies to be specified by BHEL at the time of execution of agreement) shall be borne by the contractor. |
| 1.7 | SECURITY DEPOSIT (SD) |
| 1.7.1 | Upon acceptance of tender, the successful tenderer within the time specified in the letter of intent must deposit required amount as security deposit for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL. |
| 1.7.2 | The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. |
| 1.7.3 | The Security deposit may be deposited in any of the following form: |
| 1.7.3.1 | The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms: <ul style="list-style-type: none"> a) Cash (as permissible under the extant Income Tax Act) b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (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) |
| 1.7.3.2 | Deleted |
| 1.7.3.3 | Deleted |
| 1.7.3.4 | Deleted |

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| 1.7.3.5 | At least 50% of the required Security Deposit, including the EMD, should be furnished before start of the work. Balance of the Security Deposit can be deposited by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authorities. |
| 1.7.3.6 | Deleted |
| 1.7.3.7 | If the value of the work done at any time exceeds accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him. |
| 1.7.3.8 | Regarding adjustment of Earnest Money deposit towards part of Security Deposit, refer clause under EMD above. |
| 1.7.3.9 | Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work. |
| 1.7.3.10 | If any parts of security deposit of the contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata in such a manner the BHEL can realize it fully without reference to the contractor. BHEL shall not be responsible for any depreciation in the value of the security while in BHEL's custody or for any loss of interest thereon. |
| 1.7.3.11 | BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserve the right to set off these security deposit, against any claims of any other contract with BHEL. |
| 1.7.3.12 | In case of small value contracts not exceeding Rs.10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection / recovery of initial 50% Security Deposit. |
| 1.7.4 | Return of Security Deposit |
| 1.7.4.1 | Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL upon fulfilment of contractual obligations as per terms of the contract. |
| 1.7.4.2 | No interest shall be payable by BHEL on earnest money / security deposit or any money due to the contractor by BHEL. |
| 1.8 | REJECTION OF TENDER AND OTHER CONDITIONS |
| 1.8.1 | 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. |
| 1.8.1.1 | To reject any or all of the tender. |
| 1.8.1.2 | To split up the work amongst two or more tenderers. |
| 1.8.1.3 | To award the work in part. |
| 1.8.1.4 | Either of the contingencies stated in 1.8.1.2 and 1.8.1.3 to modify the time for completion suitably. |
| 1.8.2 | Conditions and unwitnesses tenderers, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification etc., are liable to be rejected. |
| 1.8.3 | If a tenderer expires after his submission of the tenders 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 the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character. |
| 1.8.4 | BHEL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned. |
| 1.8.5 | 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 Earnest Money / Security Deposit. |
| 1.8.6 | Canvassing in any form in connection with the tenders is strictly prohibited and the tenders |

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| | submitted by the contractor who resort to canvassing are liable to rejection. |
| 1.8.7 | Should a tenderer of contractor or in the case of a firm or Company one or more its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact alongwith the Officer, failing this, BHEL may, at it sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit. |
| 1.8.8 | The successful tenderer should not subcontract the part or complete work detailed in this tender specification / undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him. |
| 1.8.9 | No deviation from the tender specifications shall be acceptable to BHEL. Tenderers shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate envelope alongwith the techno-commercial bid superscribed the word “undertaking for NO DEVIATION”. |

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SECTION – II
GENERAL TERMS AND CONDITIONS OF CONTRACT

| CLAUSE NO | DESCRIPTION |
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| 2.1 | DEFINITION The following terms and expression shall have the meaning hereby assigned to them excepting where the context otherwise requires :- |
| 2.1.1 | ‘BHEL’ shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, with its Registered office at ‘BHEL HOUSE’, SIRI FORT, NEW DELHI – 110 049. Power Sector, Eastern Region, Kolkata – 700 001 or its administrative officers or its site engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf. |
| 2.1.2 | EXECUTIVE DIRECTOR / GENERAL MANAGER shall mean the officer in administrative charge of BHEL, Power Sector, Eastern Region or their other regional offices. |
| 2.1.3 | ‘ENGINEER’ OR ‘ENGINEER IN CHARGE’ shall mean engineer deputed by BHEL. The term includes ‘SITE ENGINEER’ ‘RESIDENT ENGINEER’ and ‘ASSISTANT SITE ENGINEER’ of BHEL at the site as well as the officers in charge at Kolkata Office. |
| 2.1.4 | ‘SITE’ shall mean the place or places at which the plants / equipment are to be erected and services are to be performed as per the specification of this contract. |
| 2.1.5 | ‘CLIENTS OF BHEL’ or CUSTOMER’ shall mean the Project authorities to whom BHEL is supplying the equipment. |
| 2.1.6 | ‘CONTRACTOR’ shall mean the individual firm or company who enters into this contract with BHEL and shall include their executors, administrators, successors and permitted assigns. |
| 2.1.7 | ‘CONTRACTOR’ or ‘CONTRACT DOCUMENT’ shall mean and includes the agreement of work order, the accepted appendices or rates, schedule or quantities, if any and general conditions of contract, the special conditions of contract, instructions to the tenders, the drawing, the specification, the special specifications if any, the tender documents and the letter of intent / accepting letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or supporting letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in this agreement. |
| 2.1.8 | ‘GENERAL CONDITION OF CONTRACT’ shall mean the instruction to Tenderers and general conditions of contract pertaining to the work detailed. |
| 2.1.9 | ‘TENDER SPECIFICATION’ shall mean the specific condition, technical specifications, appendices, site information and drawings pertaining to the work in which the tenderers are required to submit their offers. Also this will include the specifications covered under specifications detailed in NIT of client of BHEL for erection, testing and commissioning of plant. Individual specification No. will be assigned to each tender specification. |
| 2.1.10 | ‘TENDER DOCUMENTS’ shall mean the general condition of contract and tender specification. |
| 2.1.11 | ‘LETTER/TELEX OF INTENT (LOI/TOI)’ shall mean the intimation to the tenderer that the tender has been accepted in accordance with provision contained in it. The responsibility of the contractor commences from the date of issue of this letter and all the terms and condition of contract are applicable from this date. |
| 2.1.12 | ‘COMPLETION TIME’ shall mean the period by date specified in the acceptance of the tender for handing over of the erected equipment/plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the contract. |
| 2.1.13 | ‘PLANT’ shall mean the connote the entire assembly of the plant and equipment covered by the contract. |
| 2.1.14 | ‘EQUIPMENT’ shall mean all equipment, machinery, materials, structurals, electricals and other components of the plant covered by the contract. |
| 2.1.15 | ‘TESTS’ shall mean and includes such test 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’s work or part thereof. |
| 2.1.16 | ‘APPROVED’, ‘DIRECTED’ or ‘INSTRUCTED’ shall mean approved, directed or instructed by BHEL. |
| 2.1.17 | ‘WORK or CONTRACT WORK’ shall mean and include supply of all categories of labour, specified consumable, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL. |
| 2.1.18 | ‘SINGULAR AND PLURAL ETC’ works carrying singular number shall also include plural and |

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| | <p>vis-versa where the context so require. Words importing the masculine gender shall be taken to include any company or association or body of individuals whether incorporated or not.</p> |
| 2.1.19 | <p>'HEADINGS'. The headings in these general conditions are solely for the purposes of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.</p> |
| 2.1.20 | <p>'MONTH' shall mean Calendar month.</p> |
| 2.1.21 | <p>'WRITTING' shall include any manuscript type written or printed statement under the signature or seal as the case may be.</p> |
| 2.2 | <p>LAW GOVERNING THE CONTRACT AND COURT JURISDICTION. The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court, having ordinary original civil jurisdiction, Kolkata shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.</p> |
| 2.3 | <p>ISSUE OF NOTICE The contractor shall furnish to the BHEL Engineer name, designation and address of his authorized agent and all complaints, notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to address either of the contractor or of his representative and shall be deemed to have been so given in case of posting on the day on which they would have reached such address in ordinary course of post or on which they were so delivered of /or left.</p> |
| 2.4 | <p>USE OF LAND No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the contractor without the written permission of BHEL.</p> |
| 2.5 | <p>COMMENCEMENT OF WORK</p> |
| 2.5.1 | <p>The contractor shall commence the works within the time indicated in the letter / talex of intent from BHEL and shall proceed with same with due expedition without delay.</p> |
| 2.5.2 | <p>If the successful tenderer fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His 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 rights and remedies in this regard.</p> |
| 2.5.3 | <p>All the works shall be carried out under the direction and satisfaction of BHEL.</p> |
| 2.5.4 | <p>The erected / constructed plant or work performed under the contract shall be taken over when it has been completed in all respects and / or satisfactorily put into operation at site.</p> |
| 2.6 | <p>MODE OF PAYMENT & MEASUREMENT OF THE WORK COMPLETE All payments due to the contractor shall be paid by ' Account Payee Cheques'.</p> |
| 2.6.1 | <p>For progress running bill payment: 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 letter of intent. The basis of arriving at the quantities / weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be entered in measurement book and signed by both the parties.</p> |
| 2.6.2 | <p>These measurement sheets will be checked by BHEL engineers 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 in the parties.</p> |
| 2.6.3 | <p>Based on the above quantity, contractor shall prepare the bills in prescribed proforma and work out the financial value. These will be entered in M. Book and signed by both the parties and paid for duly effecting recoveries due.</p> |
| 2.6.4 | <p>All recoveries due from the contractor for the month/period shall be effected in full from this corresponding running bills unless specific approval from the competent authorities is obtained otherwise.</p> |
| 2.6.5 | <p>Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.</p> |
| 2.6.6 | <p>The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.</p> |
| 2.6.8 | <p>If, at any time due to any reason whatsoever, it becomes necessary to measure the work done in full, or in part, the expenses towards such re-measurements shall be borne by the contractor.</p> |
| 2.6.9 | <p>Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.</p> |

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| 2.6.10 | Final measure bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "NO DUE" and no demand certificate. All the tools and tackles loaned to him would be returned by the contractor in satisfactory condition to BHEL. Quantities / weights erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill only guarantee obligation percentage shall remain unpaid which shall be released in accordance with terms of specification. The final bill quantities and financial value shall also be entered in measurement book and signed by both the parties to the contract. |
| 2.7 | RIGHTS OF BHEL |
| 2.7.1 | BHEL reserve the following rights in respect of this contract without entitling the subcontractor for any compensation. |
| 2.7.2 | To get the work done through other agency at the risk and cost of the contractor, in the event of Contractor's poor progress or inability to progress the work for completion as stipulated in the contract, poor quality of the work etc and to recover compensation for such losses from contractor including BHEL's supervision charges and overheads from security deposit/other dues. |
| 2.7.3 | To withdraw any portion of work and /or to restrict alter the quantum of works as indicated in the contractors during the progress of erection and get it done through other agency and/or by departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance in date of completion due to other emergency reason/BHEL's obligation to its customer. |
| 2.7.4 | To terminate the contract after due notice and forfeit security deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/penalty in the events of followings: |
| 2.7.5 | Contractor's continued poor progress brought to his notice from time to time. |
| 2.7.6 | Withdrawal form or abandonment of the work before completion of the work. |
| 2.7.7 | Corrupt act of contractor. |
| 2.7.8 | Insolvency of the contractor. |
| 2.7.9 | Persistent disregard to the instructions in writing of BHEL. |
| 2.7.10 | Assignment, transfer, sub-letting of the contract without BHEL's written permission. |
| 2.7.11 | Non-fulfillment of any contractual obligations. |
| 2.7.11.1 | Any delay in completion of works / or non – achievement of periodical targets due to reasons attributable to the contractor, the same will 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. |
| 2.7.11.2 | To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit. |
| 2.7.11.3 | To Claim compensation for losses sustained including BHEL's supervision charges and overheads in completion on termination of contract and/or to impose penalty for delay in completion of the work, at the rate of ½ % (half percent) of the contract value per week of delay or part thereof subject to a ceiling of 10% (ten percent) of the contract value. |
| 2.7.11.4 | To terminate the Contract or to restrict the quantum of the work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason. |
| 2.7.11.5 | To effect recovery from any amounts due to the contractor under this or any other contract etc., in any other form, the money BHEL is forced to pay to anybody, due to contractor's failure to fulfil any of his obligations. |
| 2.7.11.6 | While every endeavour will be made by BHEL, they cannot guarantee uninterrupted work due to conditions beyond their control. Contractor will not be entitled for any compensation / extra payment in this account. |
| 2.7.11.7 | In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor. |
| 2.8 | RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS OF EMPLOYMENT OF WORKERS ETC. |
| 2.8.1 | The following are the responsibilities of the contractor in respect of observation of local laws, employment of personnel, payment of taxes etc. |
| 2.8.2 | As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed. |
| 2.8.3 | 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 |

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| | to all local festivals and religions and other customs. |
| 2.8.4 | The contractor shall comply with all state and central laws, statutory rules, regulations etc. such as: |
| 2.8.5 | <p>The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, The Building and Other Construction Workers' Welfare Cess Act, 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.</p> <p>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.</p> <p>The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.</p> |
| 2.8.6 | The contractor's quoted price shall be inclusive of all taxes, fees, licence charges, deposits, duties, royalty commission or other charges towards this contract applicable at the time of submission of latest offer. However, in case Sales Tax on Works Contract, Turn Over Tax and Excise Duty are levied subsequently, the same will be considered for reimbursement by BHEL on production of documentary evidence (assessment order) towards same. The contractor have to obtain clearance / acceptance in writing from BHEL before making such payment. |
| 2.8.7 | While BHEL could pay the inspection fees, of the Boiler Inspectorate, all other arrangements for the visits periodically by Boiler Inspector to site, inspection certificates etc. will have to be made by the contractor. |
| 2.8.8 | The 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 the contract. |
| 2.8.9 | The contractor shall fulfil all his obligations in respect of accommodation including proper medical facilities for the personnel employed by him. |
| 2.8.10 | The contractor shall be responsible for proper behaviour at site and observance of all regulations by the staff employed by him. |
| 2.8.11 | The contractor shall ensure that no damage is caused to any personnel property of other parties working at site. If any, such damage is caused, it is the responsibility of the contractor to make good the losses or compensate for the same. |
| 2.8.12 | All the properties / equipment / components of BHEL / their client loaned with or without deposit to the contractor in connection with the contract shall remain the properties of BHEL/their client. The contractor shall use such properties for the purpose of execution of this contract. All such properties /equipment/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 the site engineers, will be recovered from the contractor. |
| 2.8.13 | It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL, however, depending upon the availability, BHEL's customer's handling equipment and other plants may be made available to the contractor on payment of the Hire charge as fixed, subject to the conditions laid down by BHEL /customer from time to time. Unless paid in advance such hire charges, if applicable shall be recovered from contractor's bill / security deposit in ONE instalment. |
| 2.8.14 | The contractor shall not claim any compensation of the scope of work, due to change in design which curtails the quantum. |
| 2.8.15 | The contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection / construction / performing work under the contract. |

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| 2.8.16 | 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. |
| 2.8.17 | The contractor shall keep the area of works clean and shall remove 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 place to be specified by the BHEL Engineer. The contractor will also demolish all the hutments, sheds, offices, constructed and used by him and shall clean the debris. In the case of his failure to do so, the same will be arranged to be removed by the BHEL Engineer. The expenses therefore, will be recovered from contractor. |
| 2.8.18 | The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises. |
| 2.8.19 | All safety rules and codes applied by the client / BHEL at site shall be observed by the contractor without exemption. The contractor shall be responsible for the safety of the equipment material and work to be performed by him and shall maintain all light, fencing, guards, signs etc., or other protection necessary for the purpose. Contractor shall also take such additional precaution as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and 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 the work under this contract. |
| 2.8.20 | The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite tests of handling equipment, lifting tools, tackles etc as per prescribed standards and practices. |
| 2.8.21 | The contractor will be directly responsible for payment of wages to his workman. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representatives should be furnished to BHEL site office for record purpose. |
| 2.8.22 | The intent of specification is to provide services according to most modern and proven techniques and codes. The omission of specific preference to any method, equipment of materials necessary for the proper and efficient performance of work shall not relieve the contractor of responsibility of providing much facilities to complete the work. |
| 2.8.23 | In case of any class of the 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. |
| 2.8.24 | No levy or payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged. |
| 2.8.25 | The detailed drawings, specifications, instruction manual, if any, available with the BHEL Engineer will form part of tender specification. These documents will be made available for reference only to the contractor during execution of work. |
| 2.8.26 | Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on contractor. |
| 2.8.27 | No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause at any time. |
| 2.8.28 | It is possible that some minor repair / rectification / modification may be needed on the equipment to be erected / constructed / work to be performed under this specification, for reasons not attributable to the contractor. All such repair / rectification / modification work which can be done with the available facilities at site shall be carried out by the contractor free of cost and no extra charges shall be paid to the contractor, unless stated otherwise elsewhere. |
| 2.8.29 | The quality and progress of work will be regularly reviewed. The schedule and programme of work will be given to the contractor in advance and it will be the obligation of the contractor to achieve the desired quality and progress of work by suitably reinforcing their labour force and/or by working extra hours or in more than one shift without any extra cost. Workman found unsuitable for the work will be replaced immediately by the contractor on being informed by BHEL. |
| 2.8.30 | During the erection / construction/performing work under the contract, it is very essential that proper and adequate inspection should be made constantly to maintain the quality of workmanship so that any deviation from design dimension does not exceed permissible limits. The proper function of the unit, while in operation, depends to a great extent on the above factors. The fact that effective supervision and inspection at the execution stage is less costly than any down time of running unit even for short period need not be over emphasized. |

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| | For the details regarding alignment and permissible dimensional deviations in the subassemblies, engineer may be consulted. |
| 2.8.31 | The contractor shall furnish daily labour report showing by classification of number of employees engaged in the various categories of work date wise and a progress report of work as required by BHEL Engineer. |
| 2.8.32 | The contractor shall execute the work in the most substantial and workmen like manner in stipulated time. Accuracy of work and timely execution are the essence of this contract. The contractor shall be responsible to ensure that the assembly and workmanship confirm to the dimensions and clearances given in the drawings and/or as per instructions of BHEL Engineer. |
| 2.8.33 | 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 /their client. Where necessary, suitable temporary fencing and lighting shall have to be provided by contractor as a safety measure against accident and damage of property of BHEL. Suitable caution notices shall be displayed where access to any part may be deemed to be unsafe and hazardous. |
| 2.8.34 | It will be the responsibility of the contractor to ensure safe lifting of the equipment taking due precautions to avoid any accidents and damage to other equipments and personnel. |
| 2.9 | CONSEQUENCES OF CANCELLATION |
| 2.9.1 | Whenever BHEL exercises its authority to terminate the contract / withdraw a portion of work under the clause 2.7 they may complete the work by any means at the contractor's risk and expenses provided that in the event of the cost of completion (as certified by the site engineer which is final and conclusive) being less than the contract cost the advantage shall accrue to BHEL and that if the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered in addition to the forfeiture of security deposit and recovery of liquidated damage as per relevant clauses. |
| 2.9.2 | In case BHEL completes the work under the provisions of this condition, cost of such completion to be taken into account in determining excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour, provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL. |
| 2.10 | INSURNACE |
| 2.10.1 | BHEL/ their customer shall arrange for insurance the materials / properties of BHEL /customer covering the risks during transit storage, erection and commissioning. |
| 2.10.2 | It is the sole responsibility of the contractor to issue the workmen against accident and injury while at work as required by relevant rules and to pay compensation, if any, to workmen as per workmen's compensation act. Contractor shall insure his staff against accidents. The work will be carried out in a protected area and all the rules and regulation 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. |
| 2.10.3 | If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to other person/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities. |
| 2.10.4 | If due to contractors carelessness, negligence or non-observance of safety precaution damage to BHEL's / customer's property and personnel should occur, and if BHEL is unable to recover, in full cost from the Insurance Company, the balance will be recovered from the contractor. The damage is to be reported within 48 hours, of occurrence alongwith engineer's report. In the event of loss /theft of BHEL's customer's property while in the custody of the contractor, it will be the responsibility of the contractor to lodge an FIR with local police authorities and furnish the details of FIR and engineer's investigation report about loss / theft within 48 hours of occurrence . This is for the purpose of lodging insurance claim. If BHEL is unable to recover full cost from Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor. |
| 2.11 | STRIKE AND LOCKOUTS |
| | The contractor will be fully responsible for all the disputes and others issues connected with his labour. In the event of the contractor's labour resorting to strike or the lock-out declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed employing its own labour or through any other agencies or both and the cost so incurred by BHEL shall be deducted from the contractor's bills as per clauses 2.7. For all purposes whatsoever the employee of the contractor shall not be deemed to be in the employment of BHEL. |

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| 2.12 | FORCE MAJEURE |
| 2.12.1 | The following shall amount to force majeure: |
| 2.12.2 | Acts of God, acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar cause over which the contractor has no control. |
| 2.12.3 | If the contractor suffers delay in the due execution of the contractual obligation due to delays caused for force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contract shall be extended by a period of time equal to the 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 contractor shall not be eligible for any compensation. |
| 2.13 | GUARANTEE Even though the work will be carried under supervision of BHEL engineers, contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of 12 months from the date of start of guarantee period, as certified by the engineer for good workmanship and shall rectify free of cost all defects due to faulty erection. In case contractor fail to repair the defective works within the time specified by the engineer. BHEL may proceed to undertake the repairs of such defective works at contractor's risk & cost without prejudices to any other rights and recover the same SD/other dues. |
| 2.14 | ARBITRATION & CONCILIATION |
| 2.14.1 | ARBITRATION: |
| 2.14.1.1 | 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 Kolkata (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. |
| 2.14.1.2 | 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. |
| 2.14.1.3 | 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. |
| 2.14.1.4 | 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. |

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| 2.14.2 | <p>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.</p> <p>Notes:</p> <ol style="list-style-type: none"> 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. <p>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.</p> <p>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.</p> |
| 2.14.3 | <p>No Interest payable to Contractor</p> <p>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.</p> |

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SECTION – III
COMMON CONDITIONS OF CONTRACT

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| 3.1 | DRAWING AND DOCUMENTS |
| 3.1.1 | The detailed drawings, specification available with BHEL. Engineers will form part of this tender specifications. Those documents will be made available to the contractor during execution of work at site. |
| 3.1.2 | One set of necessary drawings to carry out the execution work will be furnished to the contractor by BHEL on loan which shall be returned to BHEL Engineer at site after completion of work. Contractor's personnel shall take care of these documents given to them. |
| 3.1.3 | The data furnished in various appendices and the drawings enclosed with this tender specification describes the equipment to be installed, tested and commissioned under this specification briefly. However, the changes in design and in quantity may be expected to occur as is usual in any such large scales of work. |
| 3.1.4 | Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of BHEL before submission of the price bids. BHEL's interpretation in such cases shall be final and binding on the contractor if pointed out at a later date. |
| 3.1.5 | Deviation from design dimension should not exceed permissible limit. The contractor shall not correct or alter any dimension /details without specific approval of BHEL. |
| 3.2 | SAFETY AND CLEANLINESS |
| 3.2.1 | The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property. Before commencing the work, the contractor shall submit a 'SAFETY PLAN" to the authorized BHEL officials. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. |
| 3.2.2 | If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractor. |
| 3.2.3 | During the course of construction, alternations or repairs, scrap lumber with protruding nail, sharp edge etc and all other debris shall be kept cleaned from working areas, passage, ways and stairs in and around site. |
| 3.2.4 | Combustible scrap and debris shall be removed at regular intervals during the course of execution. Safe means shall be provided to facilitate such removal. The combustible scrap should be stored in safe place away from the plant materials to avoid fire accidents. The area shall be chosen in consultation with BHEL Engineer and to be cordoned off. |
| 3.2.5 | Rigging equipment for material handling shall be inspected prior to use in each shift and as necessary during its use to ensure that it is safe. Defective rigging equipment shall be removed from service. |
| 3.2.6 | Rigging equipment shall not be loaded in excess of its recommended safe working load. |
| 3.2.7 | Rigging equipment, when not in use, shall be removed from the original work area so as not to present a hazard to employees. |
| 3.2.8 | 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 shall be entertained. |
| 3.2.9 | Where it is necessary to provide and/or store petroleum products or petroleum mixture and explosives, of the contractor shall be responsible for carrying out such provision / storage in accordance with the rules and regulations laid down in the relevant Petroleum Act, Explosive Act and Petroleum and Carbide Calcium Manual, published by the Chief Inspector of Explosives of India. All such storage shall have prior approval if necessary from the Chief Inspector of Explosives or any other statutory authorities. The contractor shall be responsible for obtaining the same. |
| 3.2.10 | Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. |
| 3.2.11 | When cylinders are transported by powered vehicle they shall be secured in a vertical position. |

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| 3.2.11.1 | Safety Helmets conforming to IS-2965: 1984. |
| 3.2.11.2 | Safety Belts conforming to IS-3521: 1980. |
| 3.2.11.3 | Safety Shoes conforming to IS-1989: 1978. |
| 3.2.11.4 | Eye and Face protection devices conforming to IS-8520: 1977 & IS-8960: 1978. |
| 3.2.11.5 | Hand and Body protection devices conforming to IS-2573: 1975, IS-6994: 1973, IS-8867: 1978 and IS-8519: 1977. |
| 3.2.13 | The contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL Engineer on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person at construction sites due to lapses by the contractor, the victim and/or his/her dependants shall be compensated by the contractor as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependants before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the contractor for presenting his case. Above safety conditions are not exhaustive but gives an idea for the contractor and the contractor shall adhere to all the safety precaution given by the BHEL Engineer at site. |
| 3.2.14 | The contractor shall arrange at his cost suitable lighting arrangements for various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area. |
| 3.2.15 | The contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by the BHEL Engineer from time to time. He shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men equipment and material. |
| 3.2.16 | The contractor shall provide temporary fencing wherever required as safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous. |
| 3.2.17 | Contractor shall ensure safety of all the workmen, material and equipment, either belonging to him or to others working at site. |
| 3.2.18 | It will be the responsibility of the contractor to ensure safe lifting of the equipment, taking due precautions to avoid any accident and damage to other equipment and personnel. The T&P and other equipment shall be rested and certificate of fitness obtained before putting them to use. |
| 3.2.19 | The contractor shall provide necessary First –Aid facilities for all his employees, representatives and workmen at site. The First –Aid boxes should be placed in various elevations to as to make them available within the reach and at the quickest possible time. The contractor should conduct periodical first aid classes to keep his supervisors and Engineers properly trained for attending to any emergency. |
| 3.2.20 | All the contractor’s supervisory personnel and sufficient number of workers shall be trained for fire protection duties. Enough number of such trained personnel must be available during the tenure of contract. Contractor should nominate one of his supervisors to co-ordinate and for implementation of the safety measure. |
| 3.2.21 | Contractor shall provide enough fire protecting equipment of the types and numbers at his office, temporary structures, labour colony etc. Such fire protection equipment shall be easy and kept open at all times. The fire extinguishers shall be properly refilled and kept ready which should be dried at periodic intervals. The date of charging should be marked on the cylinders. All other fire safety measures as laid down in the “CODES FOR FIRE SAFETY AT CONSTRUCTION SITE” issued by safety department of BHEL shall be followed. Non-compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring, either to his materials or equipment or those of others. |
| 3.2.22 | The contractor shall at his cost, remove from vicinity of work all scrap packing materials, rubbish, unused and other materials and deposit them in places specified by BHEL Engineer to keep the work with clean and tidy. |
| 3.2.23 | The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts in confined spaces like inside water boxes, turbines casings, condensers etc. |
| 3.2.24 | All portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. Only electricians licenced by appropriate statutory |

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| | authority shall be employed by the contractor to carry out all types of electrical works. |
| 3.2.25 | In case of any delay in the completion of a job due to mishaps attributable to lapses by the sub-contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably. |
| 3.2.26 | Valve protection caps shall be in place and secured. |
| 3.2.27 | The contractor shall be responsible for the safe storage of his radio-active sources as per BARC rules and regulations. |
| 3.2.28 | Tarpaulin being inflammable should not be used. Only non-inflammable covering material shall be used as protective cover while pre-heating, welding, stress relieving at site. |
| 3.2.29 | If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instruction regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL. |
| 3.2.60 | If the contractor succeeds in carrying out its job in time without any fatal or disabling injury accident and without any damage to property, BHEL shall favourably consider to reward the contractor suitably for his performance. |
| 3.2.31 | The contractor shall carefully follow the safety requirement as per BHEL/their customer's requirement with regard to voltages used for heat treatment job lighting in critical areas. |
| 3.2.32 | Contractor shall use only properly insulated and armoured cables which conform to the requirements of Indian Electricity Act and Rules for all wiring for all electrical applications at site. BHEL reserves the right to replace any unsafe electrical installations, wiring, cabling etc at the cost of the contractor. |
| 3.2.33 | The contractor shall arrange adequate No. of persons specifically for clearing any debris and for house keeping of the erection area including restacking of components in the erection areas. |
| 3.2.34 | In case of any damage to property due to lapses by the contractor BHEL shall have the right to recover the cost of such damages from the contractor after holding an appropriate enquiry. |
| 3.2.35 | The contractor shall submit report of all accidents, fires and property damage, dangerous occurrences to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by the contractor to the authorized BHEL official from time to time as prescribed. |
| 3.2.36 | Before commencing the work, the contractor shall appoint/nominate a responsible person to supervise implementation of all safety measures and liaison with his counterpart of BHEL. |
| 3.3 | PROGRESS OF WORK |
| 3.3.1 | During the course of execution, if the progress is found unsatisfactory, or if the target dates fixed from time to time for every milestone are to be advanced, or in the opinion of BHEL, if it is found that the skilled workmen like fitters, operators, technicians employed are not sufficient, BHEL will induct required additional workmen to improve the progress and recover all charges incurred on this account including all expenses together with BHEL overheads from contractor's bills. |
| 3.3.2 | The contractor shall submit daily, weekly and monthly progress reports, manpower reports, materials reports, consumable reports and other reports considered necessary by the engineer. The manpower report shall clearly indicated the manpower deployed category wise daily, specifying also activities in which they are engaged. The periodicity of the reports will be decided by BHEL Engineer at site. |
| 3.3.3 | The progress reports shall indicate the progress achieved against planned with reasons indicating delays if any, and shall also furnish in detail the reasons for the same and shall give remedial action which the contractor intends to take to make good the slippage or lost time, so that further works can proceed as per the original programme and the slippage do not accumulate and affect the overall programme, in a format designed and approved by BHEL site Engineer. |
| 3.3.4 | The contractor shall arrange for weekly progress review meeting with the Engineer at site during which actual progress during the vis-a-vis schedule programme shall be discussed for action to be taken for achieving targets. The programme for subsequent week shall also be presented by the contractor for discussions. The contractor shall constantly update/revise his work programme to meet the overall requirement and suit the material availability. |

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| 3.3.5 | The contractor shall arrange for submitting 3 sets of coloured progress photographs along with negatives every month to BHEL office. The areas to be photographed will be as per the instructions of BHEL Engineer. The quoted rate shall include this contingency. (Maximum ten different snaps per month). The photographs & negatives will become property of BHEL. |
| 3.3.6 | The contractor shall maintain a record in the form as prescribed by BHEL for all operations carried out on each weld and maintain a record indicating the number of welds, the names of welders who welded the same, date and time of start and completion, preheat, temperature, radiographic results, rejections if any, percentage of rejection, etc., and submit copies of the same to the BHEL Engineer as required. |
| 3.4 | INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL/ STATUTORY INSPECTION |
| 3.4.1 | All equipment piping and accessories covered under this specification shall be subject to stage wise inspection by BHEL/customer engineer. |
| 3.4.2 | The contractor has to follow BHEL FQA checklist for erection and welding of various equipment and piping schemes at site. |
| 3.4.3 | The protocols between contractor and customer /BHEL shall be made prior to installation for correctness of foundation, material inspection at each stage of installation as per requirement of BHEL/ customer. |
| 3.4.4 | Preparation of quality assurance log sheets and protocols with customer's engineers, welding logs and other quality control and quality assurance documentation as per BHEL engineer's instruction is within the scope of the contractor |
| 3.4.5 | A daily log book shall be maintained by ever supervisor / engineers or contractor on the job in duplicate (one for BHEL one for contractor) for detailing and incorporating alignment / clearance / levelling readings and inspection details of various equipment. All important measurements shall be recorded in the daily log book with sketches based on drawings indicating readings / measurements actually taken and signed by BHEL /customer's / contractor's representative. Approval given by BHEL for welding, results of various tests shall also be recorded. High pressure welding details like serial number, welder's name, date of welding, details of repair etc, likewise radiography details and heat treatment details shall be recorded. |
| 3.4.6 | All the electrical / mechanical and testing instruments, feeler gauge, height gauge, dial gauge, micrometers, spirit levels, surface plates, straight edges, vernier calipers and all other instruments as per the instructions of BHEL Engineer shall be provided by the contractor for checking, levelling, align to centering etc of the erected equipments at various stages. |
| 3.4.7 | The contractor shall ensure deployment of valuable and calibrated INSTRUMENT, MEASURING and TEST EQUIPMENTS (IMTE). The IMTEs shall have test / calibration certificates from authorized / Govt. approved/accredited agencies traceable to national / international standards. Retesting / recalibration shall also be arranged by the contractor at their own cost at regular intervals during the period of use as advised by BHEL. The contractor shall also have alternate arrangement of such IMTEs so that work does not suffer when the particular IMTE is sent for calibration. Also if any IMTE found not fit for use, BHEL shall have the right to stop use of such IMTE and instruct the contractor to deploy proper IMTE and recall, i.e. repeat the reading taken by that instrument failing which BHEL may deploy IMTEs and retake the readings at the contractor's cost. |
| 3.4.8 | Apart from day to day inspection by BHEL Engineers, stage inspection of equipment under erection and commissioning at various stages by engineers from manufacturing plants and Field Quality Assurance team will be conducted. Contractor shall arrange labours, tools and plants for such inspection free of cost. |
| 3.4.9 | Statutory Inspection |
| 3.4.9.1 | However, piping system which are under the purview of IBR shall be tested as per the requirement of the IBR. The piping system has to be tested as per the instructions given in the respective drawings, BHEL's decision is final in this regard. |
| 3.4.9.2 | The scope includes getting the approval from statutory authorities (like boiler inspector). This includes arranging for inspection visits of Boiler Inspector periodically as per BHEL Engineer's instructions, submitting documents, radiography etc. and following up the matter with them. All fees and expenditure connected with the contractor for testing his welders and testing, calibration of his instruments and equipment arrangement of Boiler Inspector's visit will be paid by the contractor. |
| 3.4.9.3 | It will be contractor's responsibility to obtain approval of statutory authorities, wherever applicable for conducting any work which comes under the purview of these authorities. |
| 3.4.9.4 | However, BHEL will pay fees for Boiler Inspector's visits in connection with hydraulic test, |

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| | light inspection fees, registration fees etc. In case these inspections have to be repeated due to the default /fault of contractor and the fees have to be paid again, the contractor shall have to bear the charges. |
| 3.5 | TOOLS & PLANTS |
| 3.5.1 | All TP's including precision measuring instruments, lifting devices shall have to be arranged by the subcontractor unless otherwise specifically mentioned. |
| 3.5.2 | In the event of BHEL issue TP's, measuring instruments etc. the subcontractor and BHEL shall maintain joint protocol as per enclosed annexure about the condition of all T&P, instruments etc taken from BHEL's custody and return to BHEL after use. The subcontractor shall not use these equipments for purposes other than the scope of work given in this tender documents. |
| 3.5.3 | It is the responsibility of subcontractor to keep these equipments always in working condition and ensure their safe return in working condition to BHEL's store subject to normal wear & tear. Non-compliance to this may entail BHEL to get the necessary repair done at the risk and cost of the subcontractor. |
| 3.5.4 | All the T&P, measuring instruments etc must be mobilized at site in advance prior to actual start of the job. They must be in accordance with those recommended in the tender document, if any, and must be got verified to that effect. Formal clearance in writing must be obtained from BHEL's resident Manager / Engineer before the subcontractor starts the job. |
| 3.5.5 | All T&P, lifting tackles and pulling devices to be used must bear valid/latest test certificates for their suitability, and the same to be furnished alongwith the offer or during execution. |
| 3.5.6 | Also certificates of test / calibration with date of validity for various measuring instruments have to be submitted by the tenderer alongwith the offer or during execution. |
| 3.5.7 | T&P/ Instrument found defective /improper /insufficient or not having valid test / calibration certificate should be made good immediately. |
| 3.5.8 | In the event of failure of subcontractor to bring necessary and sufficient T&P, BHEL will arrange /hire the same at the risk and cost of the subcontractor including transportation of the same from the source place. The entire charge for hire as above and overhead charges as applicable shall be paid by the subcontractor or deducted from the subcontractor's bills. |
| 3.5.9 | BHEL may at his discretion also terminate this contract / or take out any or whole part of the contract from the scope of the subcontractor. Decision of BHEL in this regard will be final and binding on the subcontractor. |
| 3.6 | CONSUMABLE |
| 3.6.1 | All consumables, like gas, electrodes, chemicals, lubricants etc required for the job shall be arranged by the subcontractor at his cost unless otherwise specifically mentioned. However, any spares / components / consumables / materials, excepting welding materials, going permanently into the clients equipment and materials as specifically mentioned in special condition of contract, VOL –II or elsewhere in the NIT shall be provided to the subcontractor. |
| 3.6.2 | All consumables to be used for the job shall have to be approved by BHEL prior to use. |
| 3.6.3 | In the event of failure of subcontractor to bring necessary and sufficient consumables, BHEL shall arrange for the same at the risk and cost of the subcontractor. The entire cost towards this alongwith overhead shall be paid by the subcontractor or deducted from the subcontractor's bills. |
| 3.6.4 | BHEL may at his discretion terminate this contract / or take out any or whole part of the contract from the scope of the subcontractor. Decision of BHEL in this regard will be final and binding on the subcontractor. |
| 3.7 | MANPOWER |
| 3.7.1 | The subcontractor shall deploy all types of workmen like high pressure welder, fitter, mill right fitter, electrician, carpenter, rigger, serang, khalasi helper, painter etc as recommended in the tender or as required for proper completion of the job. Only trained and competent workmen with previous experience of similar job shall be deployed. They shall hold valid certificates as necessary for the job. |
| 3.7.2 | The subcontractor shall submit tentative deployment plan of manpower matching with the job completion schedule. |
| 3.7.3 | The subcontractor shall ensure proper out-turn and discipline on the part of workmen put on the job. The workmen shall carry out the job in safe and proper manner and in co-ordination with the workmen of BHEL of other agencies. |
| 3.7.4 | In the event of failure of subcontractor to bring necessary and sufficient manpower, BHEL shall arrange for the same at the risk and cost of the subcontractor. The entire cost towards this shall be paid by the subcontractor or deducted from the subcontractor's bills. |
| 3.7.5 | BHEL may at his discretion terminate this contract /or take out any or whole part of the |

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| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
| TENDER NO – PSER:SCT:MIS-Q2046:20 | | |
| VOLUME - I | GENERAL CONDITIONS OF CONTRACT | 20 of 47 |

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| | contract from the scope of the subcontractor. Decision of BHEL in this regard will be final and binding on the subcontractor. |
| 3.8 | PLANNING |
| 3.8.1 | Contractor shall draw the monthly programme of activities alongwith BHEL Engineer indicating quantum of work to be achieved and events to be completed. Once the programme is drawn he shall adhere to the same. The contractor shall prepare and submit by 15th of every month to BHEL site incharge a programme for activities from 25 th of the month to 24 th the succeeding month indicating the work front, quantum and nature of work etc. Discussions will be held by the contractor with BHEL Site Incharge and the programme will be finalized jointly signed by the Engineer Incharge and the contractor within a week of submission of the programme (say by 22 nd , the agreed programme should be ready). A review of the performance will be made and considering the availability of components to be erected and other constraints over which the contractor has no control, the performance will be ascertained and jointly recorded by both the parties. Even when a programme could not be made, ascertainment of performance and recording the same by both the parties is necessary. |
| 3.8.2 | In addition, contractor shall arrange for weekly progress review meetings with the engineer at site during which actual progress during the week, vis-à-vis scheduled programme shall be discussed and action taken for achieving the targets. |

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ANNEXURE - A
DECLARATION SHEET

I/We, _____ hereby declare and confirm that we have visited the project site, namely, _____ site, under specification no PSER:SCT:_____, issued by M/S BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR-EASTERN REGION, KOLKATA, and acquired full knowledge and information about the site conditions including the law & order and other conditions prevalent at and around site. We further confirm that the above information is true and correct and we will 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.

I/We, have carefully perused the following documents connected with the above specification and agree to abide by the same:

1. Volume I, II and III of tender specification.
2. Other sections, annexures, schedules, documents etc.

I/We, further confirm that I/we have not changed/tampered the tender document downloaded from the BHEL's website [www.bhel.com] and in case any change from the tender document published in the website is detected at a later date in the signed copy of the same submitted by us along with the offer, the same shall stand null and void and the terms and conditions of the tender as published in the above mentioned BHEL website shall prevail only.

I/we, further certify that Sri _____ is authorised to represent on behalf of me/us for the above mentioned tender and a valid power of attorney to this effect is also enclosed.

I have deposited/forwarded herewith the earnest money deposit in the form prescribed and as stipulated towards earnest money deposit for a sum of Rs _____ (Rupees _____ only) vide BHEL cash receipt No _____, dated _____, Call deposit no _____, dated _____, Demand draft no _____, dated _____, which shall be refunded should our offer not be accepted. I/we further agree to deposit such additional sum which along with the sum of Rs _____ (Rupees _____ only) mentioned above, shall make up the security deposit for the work as provided for in the tender specification within the stipulated time as may be indicated by BHEL, Power Sector, Eastern Region, DJ-9/1, Sector-II, Salt Lake, Kolkata - 700 091.

I/We, further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as detailed in the annexure enclosed thereto.

Date: _____ Tenderer: _____
Place: _____ Address: _____

Witnesses with their addresses

| Signature | Name | Address |
|-----------|------|---------|
|-----------|------|---------|

- 1.
- 2.
- 3.

Authorised representative's signature with name and address:

| | | |
|---|--------------------------------|----------|
| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
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ANNEXURE - B
GENERAL INFORMATION ABOUT TENDERER

FORMAT I - ORGANISATION STRUCTURE

1. Management structure of the firm

Whether Public Limited/Private Limited/Proprietorship:

2. Details of staff presently on permanent roll of organisation

| | | |
|----|------------------------------|--|
| A1 | Name of site incharge | |
| A2 | Qualification and experience | |

b) Engineering staff:

| Sl no | No of Officials | Designation | Specialists, if any (indicate the area of specialisation) | Qualification with experience | State no, proposed to be deployed | Remarks if any |
|-------|-----------------|-------------|---|-------------------------------|-----------------------------------|----------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |
| | | | | | | |

c) Details of technical staff:

| Sl no | Category | Total no on roll | Nos proposed to be deployed at site for this job |
|-------|------------------------|------------------|--|
| 1 | Supervisors/Foreman | | |
| 2 | Storekeepers | | |
| 3 | Crane Operators | | |
| 4 | Compressor Operator | | |
| 5 | Mill Wright Fitter | | |
| 6 | Mill Fitters | | |
| 7 | Instrument Fitter | | |
| 8 | Electrician | | |
| 9 | Sarang | | |
| 10 | Rigger | | |
| 11 | Carpenter | | |
| 12 | Painter | | |
| 13 | Tinsmith | | |
| 14 | Sheet metal fabricator | | |
| 15 | Pipe fabricator | | |
| 16 | Cable jointing | | |
| 17 | Light Vehicle Driver | | |
| 18 | Heavy vehicle Driver | | |
| 19 | Others | | |

d) Please indicate how you propose to ensure quality of work at site.

FORMAT II - FACILITIES FOR STAFF AND WORKERS AT SITE

1. Accommodation

a) For Engineers/supervisors/other staff

| Sl no | Category | Type of accommodation | Facilities provided | Remarks |
|-------|----------|-----------------------|---------------------|---------|
| | | | | |

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| Bharat Heavy Electricals Limited | | |
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b) No of quarters, plinth area of each quarter and estimated cost proposed to be constructed for workmen

2. Medical

3. Conveyance

4. Other amenities

Signature of the tenderer

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|---|--------------------------------|----------|
| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
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ANNEXURE - C
PROFORMA OF FINANCIAL VIABILITY

| | | |
|--|--|--|
| 1 | Owner's capital in the business (in case of Partnership, please mention percentage shares and amounts). | |
| 2 | Quantum of business done during last three financial years. a. b. c. | |
| 3 | Value of fixed assets of the business in last three years. a. b. c. | |
| 4 | Guarantee limits (if any) enjoyed by the firm. | |
| 5 | Over draft limits (if any) enjoyed by the firm. | |
| 6 | Please enclose audited profit and loss account and balance sheet for last three years (indicate no of sheets). | |
| 7 | Certificate from Scheduled Bank to prove contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys. | |
| Note: All the above documents should be duly certified by auditors /bank as may be applicable. | | |

Signature of the tenderer

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|---|--------------------------------|----------|
| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
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ANNEXURE - D
ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS

| Sl No | Agency by whom awarded | Location of project | Capacity and unit no | Scope of work and tonnage | Date of award | Contract value in Rs. Lacs | %age work completed & due date for compln | Date of completion if job is already over | No of skilled /unskilled workers deployed | No. of Engrs. & Sup. deployed | Details of Major T&Ps deployed | Consumables |
|-------|------------------------|---------------------|----------------------|---------------------------|---------------|----------------------------|---|---|---|-------------------------------|--------------------------------|-------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
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Signature of the tenderer

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| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
| TENDER NO – PSER:SCT:MIS-Q2046:20 | | |
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ANNEXURE – E
MONTHWISE MANPOWER DEPLOYMENT PLAN
[INDICATE NO. OF PERSONS TO BE DEPLOYED IN EACH MONTH]

| SL. NO. | CATEGORY | MONTH-1 | MONTH-2 | MONTH-3 | MONTH-4 | MONTH-5 | MONTH-6 | MONTH-7 | ---- SO ON | | | | |
|---------|----------|---------|---------|---------|---------|---------|---------|---------|------------------|--|--|--|--|
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Signature of the tenderer

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| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
| TENDER NO – PSER:SCT:MIS-Q2046:20 | | |
| VOLUME - I | GENERAL CONDITIONS OF CONTRACT | 27 of 47 |

ANNEXURE - F
STATUS OF T&P AND DEPLOYMENT PLAN

A. STATUS OF TOOLS AND PLANTS

| SL NO | NAME OF EQPT. | QTY. OWNED | REGISTRATION NO. WHEREVER APPLICABLE | DOCUMENTS ENCLOSED FOR PROOF OF OWNERSHIP | PRESENT LOCATION | QTY. PROPOSED TO BE DEPLOYED FOR THIS JOB |
|-------|---------------|------------|--------------------------------------|---|------------------|---|
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Signature of the tenderer

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|---|--------------------------------|----------|
| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
| TENDER NO – PSER:SCT:MIS-Q2046:20 | | |
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B. MONTHWISE T&P DEPLOYMENT PLAN
[INDICATE NO. OF PERSONS TO BE DEPLOYED IN EACH MONTH.]

| SL. NO | CATEGORY | MONTH-1 | MONTH-2 | MONTH-3 | MONTH-4 | MONTH-5 | MONTH-6 | MONTH-7 | --- SO ON | | | | |
|--------|----------|---------|---------|---------|---------|---------|---------|---------|-----------|--|--|--|--|
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Signature of the tenderer

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| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
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ANNEXURE - G
ANALYSIS OF QUOTED RATE

| Sl no. | Description | Percentage of quoted rate | Remarks |
|--------|---|---------------------------|---------|
| 1 | Salary & wages of staff and workers | | |
| 2a | Consumables | | |
| 2b | Gases | | |
| 2c | Welding Electrodes | | |
| 2d | P.O.L. | | |
| | Others | | |
| 3 | Depreciation and maintenance for T&P | | |
| 4 | Depreciation and Maintenance for other items | | |
| 5 | Establishment and administration expenses of site | | |
| 6 | Overheads | | |
| 7 | Profit | | |

Signature of the tenderer

| | | |
|---|--------------------------------|----------|
| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
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ANNEXURE - H
CHECKLIST OF GENERAL PARTICULARS

| | | |
|--|--|--|
| Note: Tenderers are requested to fill in the following details and no column should be left blank. | | |
| 1 | Name and address of the tenderer | |
| 2 | Telegraphic/Telex address | |
| 3 | Phone no/FAX no (Office) | |
| 4 | Details about type of the firm/company | |
| 5 | Name and designation of the official of the : tenderer | |
| 6 | Attested copy of the Power of Attorney | |
| 7 | Tenderers proposal no and date | |
| 8 | Whether EMD submitted and submission details | |
| 9 | Declaration sheet (in the format of Annexure - A) | |
| 10 | Details of experience (in the format of Annexure - D) | |
| 11 | Monthwise & categorywise manpower deployment : plan (in the format of Annexure - E) | |
| 12 | Status of T&P and monthwise deployment plan : (in the format of Annexure - F) | |
| 13 | Financial status (in the format of Annexure - C) | |
| 14 | Valid Income tax clearance certificate | |
| 15 | Analysis of rate quoted (in the format of : Annexure - G) | |

Date

Signature of the tenderer
(with company seal)

Witness (signature with full particulars)

1.

2.

| | | |
|---|--------------------------------|----------|
| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
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ANNEXURE – I

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____² dated _____² valued at Rs.² (Rupees -----
-----)² for <Nature of the Work>³ (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁴ (Rupees _____ only), we ____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. 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 relating thereto our liability under this present being absolute and unequivocal.

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| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
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| VOLUME - I | GENERAL CONDITIONS OF CONTRACT | 32 of 47 |

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.

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| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
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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 claim satisfied or discharged or till _____⁵ or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁶, (3 months more than the present date of validity of Bank Guarantee) 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.

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.....⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before _____⁹ (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited

| | | |
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| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
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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, _____ (indicate the name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

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

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

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- 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 (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- b.2** **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

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| Bharat Heavy Electricals Limited | | |
| Power Sector – Eastern Region, Kolkata | | |
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CONTRACT AGREEMENT

Agreement No : PSER:SCT: _____, Dated :

1. This agreement made this day the _____, 200_ between Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Calcutta-700 091, having its registered office at BHEL House, Siri Fort, New Delhi-110 049 (hereinafter called the FIRST PARTY) of one part and Messers _____ (called the "CONTRACTOR") of the second part.
2. Whereas the first party is desirous of executing the work of, more particularly described in the appendices including specifications attached herewith.
3. Whereas in pursuance of the said contractor's tender having been accepted, the first party has decided to give the above said work to the contractor. Whereas the said contractor has agreed to do the aforesaid work of the first party subject to the conditions herein contained in these presents, instructions to tenderers, general conditions and special conditions, schedules appendices, Letter of intent, Work order and specifications (hereinafter referred as the said contract rate).
4. AND WHEREAS THE SAID contractor has furnished a Bank Guarantee No _____, dated _____, for a sum of Rs _____ /- (Rupees _____ only) from M/s _____ Bank, Branch _____, valid upto _____ towards initial 50% security deposit and has further agreed for balance 50% security deposit being recovered at 10% of the value of each running bill till the full security deposit is made up/full security deposit for the satisfactory completion and performance of the work and whereas the validity of the said bank guarantee has to be extended by the contractor, if so required before _____ for the balance period of contract and in the event of his failure to do so, the contractor shall pay or accept recovery of this amount of Rs _____ (Rupees _____ only) from the bills forthwith in one instalment and it has further been agreed that the failure to extend the validity of the Bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute the breach of contract, and first party reserves the right to take any legal action deemed fit for recovering the said sum of Rs _____ (Rupees _____ only).
5. NOW THESE PRESENTS WITNESS that in consideration of the said contract schedule and said contract rate, as also of agreement of good and faithful service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulation hereinafter expressed.
6. That the said contractor will perform the aforesaid work subject to the condition contained in these presents, instructions to tenderers, general and special

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condition of contract and the contract document attached herewith including the said schedules, specifications, appendices, Letter of intent, Work order attached and also such other drawings and instructions as may from time to time be given by the first party. And that the said contractor shall be deemed to have carefully examined, the specifications and conditions of contract, appendices, schedules, Letter of intent, Work order, drawings etc as aforesaid and also to have satisfied himself as to the nature and character of the work to be executed.

7. That the said contractor shall carry out the complete execution of the said work to the entire satisfaction of the engineer within the agreed time schedule.
8. That the first party after proper scrutiny of the bills submitted by the said contractor will pay to him during progress of the said work, at the said contract rate and agreed terms of payment, a sum as determined by the first party in respect of the work executed by the contractor.
9. That the contract shall come into force with retrospective effect _____, the date which the letter accepting the tender (Letter/Telex of Intent) has been issued to the said contractor. However start of work shall be as defined in the tender specification.
10. That whenever under this contract or other wise, 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 conditions of contract as aforesaid.
11. That all charges on account of octroi, terminal and sales tax or other duties on materials obtained for the works shall be borne by the said contractor.
12. That is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the said contractor either of past or future compensation shall remain unaffected.
13. That the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, POWER-SECTOR, EASTERN REGION, CALCUTTA - 700 071.
14. The documents hereto attached viz:
 - (1) BHEL's tender specification No: _____.
 - (2) Contractor's offer No: _____, dated _____.
 - (3) BHEL's TOI/LOI No: _____, dated _____.
 - (4) Contractor's unqualified acceptance letter no: _____, dated _____ of BHEL's TOI/LOI.
 - (5) BHEL's Work Order No: _____, dated _____.

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(6) Contractor's unqualified acceptance letter no _____, dated _____ of above BHEL's Work Order.

(7) and others, if any.

shall also form part of the contract agreement.

15. In witness hereof the parties have respectively set their signature in the presence of:

FOR CONTRACTOR

WITNESS

1.

2.

FOR BHARAT HEAVY ELECTRICALS LIMITED

WITNESS

1.

2.

| | | |
|---|--------------------------------|----------|
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ANNEXURE-K

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated² valued at Rs.....² (Rupees -----)for <Nature of Work>³ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----)⁴ without any demur, immediately on a demand from the Employer, .

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|---|--------------------------------|----------|
| Bharat Heavy Electricals Limited | | |
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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/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto 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 thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank 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 or discharged.

We 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/Supplier 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/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier 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.

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This Guarantee shall remain in force upto and including.....⁵ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier 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.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁶ (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

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:

- d) The liability of the Bank under this Guarantee shall not exceed.....⁷
- e) This Guarantee shall be valid up to⁸
- f) Unless the Bank is served a written claim or demand on or before⁹ (3 months more than the present date of validity of Bank Guarantee) 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.

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

For and on

behalf of

| | | |
|---|--------------------------------|----------|
| Bharat Heavy Electricals Limited | | |
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(Name of the

Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

3. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

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

c. 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.

d. 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 (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

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- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

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ANNEXURE-L
FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE BOND

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at <Address of Power Sector Region¹> hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

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

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever

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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.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (3 months more than 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.

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

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

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- (3 Months more than the validity date) we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at < **Name of place** > only.

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

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

(Name of the Bank)

Signed for and on behalf of the

(Designation of the Authorized Person Signing the

(Signatory No.-----)

Bank

Guarantee)

DATED:

SEAL

| | | |
|---|--------------------------------|----------|
| Bharat Heavy Electricals Limited | | |
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Notes :

1. **Address of Power Sector Regions (inviting the Tender)** is as below:
 - PSNR : Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot No 25, Sector 16-A, Noida – 201 301 (Uttar Pradesh)
 - PSER : Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700 091
 - PSWR: Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001
 - PSSR: Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600 035

2. **Name of place (for jurisdiction of Courts)** is as below:
 - PSNR : Delhi
 - PSER : Kolkata
 - PSWR: Nagpur
 - PSSR : Chennai

3. 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.

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

FORMS & PROCEDURES

Form No: F-01 (Rev 00)

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER (To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., 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:

FORMS & PROCEDURES

Form No: F-02 (Rev 00)

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No:,
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

FORMS & PROCEDURES

Form No: F-05 (Rev 00)

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub : **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.

FORMS & PROCEDURES

Form No: F-06 (Rev 00)

NON DISCLOSURE CERTIFICATE

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

NON DISCLOSURE CERTIFICATE

I/We understand that BHEL 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:

FORMS & PROCEDURES

Form No: F-07 (Rev 00)

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

FORMS & PROCEDURES

Form No: F-23 (Rev 00)

REFUND OF SECURITY DEPOSIT

To,
The Construction Manager
BHEL Site Office

Dear Sir,

Sub : **Refund of Security Deposit**

Ref : Contract No:

Work:.....

I/We have submitted Final Bill in respect of the above Contract/Work vide our letter no:.....
dated In line with Tender conditions (GCC clause no 1.11), kindly arrange to
release/refund the Security Deposit along with Final Bill payments.

The details of Security Deposit are as below:

1. Cash Portion :
2. BG Portion :

Thanking You

Date: _____

Authorised representative of Contractor

To be filled up by BHEL

1. Security Deposit to be refunded:
 - a. Cash Portion:
 - b. BG Portion :
2. Less
 - a. Amount spent by BHEL on behalf of Contractor:
 - b. Payments made by BHEL on behalf of Contractor:
 - c. Other recoveries for Services etc
 - d. Any other recoveries
 - e. Total of 'a' to 'd':
3. Net Amount to be released (1-2) :
4. 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. Contract Guarantee period of Months commenced wef : _____
 - c. All objections raised so far have been settled
 - d. A note for refund of Security Deposit has been made in the Measurement Book

Signature of BHEL Engineer

Construction Manager

Date:-----

FORMS & PROCEDURES

Form No: F-25 (Rev 00)

POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

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

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY
(On non-Judicial paper of appropriate value)**

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of your Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions) M/s. having its registered office at² (hereinafter referred to as the '**Tenderer**'), is submitting its bid for the work of..... for.....³. at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091.⁴(name of the Employer)

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 of⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,,

we, the[Name & address of the Bank] having our Head Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. ⁵(*).....without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by the 'Employer' shall be

conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

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 bids 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 Tendered 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 the⁷ we shall be discharged from all liabilities under this Guarantee.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....5.....
- b) This Guarantee shall be valid up to6

- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

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 and Address of BHEL Unit/Division/Region (Already filled up)*

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 2/3 months after validity date. As per Works Policy, the Bank Guarantee shall be valid for at least six months.

2. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2** **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

RTGS DETAILS OF BHEL

Form for getting payment through RTGS (Real Time Gross Settlement)

01. Name of Vendor **BHARAT HEAVY ELECTRICALS LTD.**
02. Address **~~BHEL~~ BHEL HOUSE, SIRI FORT, N.DELHI**
03. Vendors Bank A/c Name **BHARAT HEAVY ELECTRICALS LTD.**
04. Vendors Bank A/c No. **11107800029**
05. Name of Bank **STATE BANK OF INDIA**
06. Name of Branch **COMMERCIAL BR., SALT LAKE, SECTOR-V**
07. Branch Phone No. **KOLKATA**
033-23575666
08. City **KOLKATA**
09. IFSC Code of the Branch **SBIN 0004289**

The charges if any for payment through RTGS may be recovered from the Bill submitted by us.


Signature of Authorized
Representative of Vendor
के. के. कोआरी / K. K. Coari
उप महाप्रबंधक (वित्त) / Dy. General Manager (Fin)
बी. एच. ई. एल. : पी.एस.ई.आर : कोलकाता - 700 091
BHEL:PSER / Kolkata-700 091


Confirmation by Banker
with office seal


Note : Incorrect information will create Accounting complications and payment will be delayed

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| TENDER NO – PSER:SCT:MIS-Q2046:20 | | |
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These special conditions shall be construed as part of tender document and shall be read along with general conditions of contract (GCC) and other volumes of tender. In case of any conflict or inconsistency between GCC, other volumes and these Technical conditions contract (TCC), the same shall be brought out by the bidder in writing to BHEL for clarification with stipulated date & before due date of submission of offer, failing which most stringent interpretation/ clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.

| CLAUSE NO | DESCRIPTION |
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| 1.0 | GENERAL INFORMATION |
| | BHEL -Power Sector (henceforth called "BHEL - PS") is engaged in the job of Erection, Commissioning, of Power Plants (thermal, hydro, gas and nuclear based etc.) situated in different locations of India. BHEL-PS region's working zone include all the states and union territories spread over all the geographical locations of India as per the demand of situation. |
| 2.0 | SITE VISIT |
| | Contractor may visit any/all the ongoing mentioned (in clause no- 3.0) project sites of BHEL-PS regions and acquire full knowledge & information about site conditions prevailing at site regarding entry to site, safety regulations etc. and surroundings of plant premises together with all the statutory, obligatory, mandatory requirements of various authorities. |
| 3.0 | NAME OF WORK |
| | <p>Rate Contract for Providing Safety Management services along with manpower for strengthening of Safety Culture and effective implementation of Health, Safety and Environment Management system at different project sites of BHEL Power Sector on fixed monthly rate contract basis as per specification and terms & conditions of tender.</p> <p>BHEL is intended to finalize a fixed monthly rate contract for a fixed tenure for deployment of various category of qualified and experienced safety personnel at different project sites as per requirement and accordingly site specific individual work order /LOI shall be issued for deployment of personnel at different sites in line with the original rate contract and as per rate, terms and conditions of the rate contract.</p> <p>At present, major project sites under execution by different BHEL-PS regions are as follows-</p> <p>A) Panki (1X660 MW EPC): BHEL PS-NR</p> <p>B) Patratu (3X800 MW EPC), Karimnagar (2X800 MW SG Island Package): BHEL PS-WR</p> <p>C) Udangudi (2X660 MW EPC), Uppur (2X800 MW BTG & Civil), Nalgonda (5X800 MW EPC), SEZ-Ennore (2X660 MW EPC)</p> |
| 4.0 | OBJECTIVE AND SCOPE OF WORK |
| 4.1 | OBJECTIVE OF THE WORK |
| 4.1.1 | To take preventive measures so as to avoid any unwarranted incident at site. |
| 4.1.2 | BHEL site job involve working at height, Hot work, Radiography, Confined Space, Deep Excavation, Heavy Lifting, Chemical handling, handling of compressed gas cylinders, Handling of Electrical and Electronic circuits |

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| | including high voltage and also in hazardous condition like uneven mud road, water accumulation, strong wind etc. To ensure safe working, systematic approach to identify the risks, analyze the risk and find out the mechanism to mitigate the same, needs to be developed in line with the best practices prevailing in the industry. |
| 4.1.3 | Further for sustenance of these activities, safety culture needs to be built up by training of personnel and hand holding for a longer period. |
| 4.2 | BROAD SCOPE OF WORK |
| 4.2.1 | The agency has to assess the gaps in execution pertaining to safety and advise BHEL site management on relevant improvement measures to be adopted and provide guidance on implementation. |
| 4.2.2 | Develop framework for safety improvement program |
| 4.2.3 | Deployment of safety specialists at site to drive safety initiatives which include developing & monitoring the implementation of comprehensive construction safety management at site |
| 4.2.4 | Agency will use & train the safety manpower deployed by various agencies of BHEL at site to start & manage all safety initiatives at site via use of technology |
| 4.2.5 | Agency will enable BHEL to strengthen the safety management systems at site and improve the safety culture at site |
| 4.2.6 | Train BHEL personnel and those working with erection agencies through classroom and on-site training, for building capability for adopting proactive measures to prevent incidents. Conduct induction training for all persons joining the site including visitors. Training module shall be submitted to BHEL for review and approval. |
| 4.2.7 | Conducting regular audits at site for identifying weak areas and suggest corrective measures. |
| 4.2.8 | Administer/manage Construction Safety at the site |
| 4.2.9 | Evaluate the gaps in experience and capability of man-power deployed and provide support to ensure capabilities required for critical work by conducting Capacity building programs for safety supervisors of BHEL/Sub-contractor. |
| 4.3 | ROLES & RESPONSIBILITIES |
| 4.3.1 | Gaps identification after safety maturity survey across the organization to be done & a clear implementation road map to be developed. Agency shall assess the current strategy, how safety is fitting into the overall business strategy of the organization using diagnostic tools and build a guiding coalition by field observation, safety management system review, interview (one-to-one), focus group discussion, leadership boot camp workshop and alignment workshop with project level top management to bring consensus on safety. |
| 4.3.2 | Agency shall strengthen the safety management system by safety specialist deployment for strengthening high risk activities, competency building program through Contractor Incubation Centre (CIC), deploying safety engineers to monitor and facilitate safety implementation, monthly handholding and conducting quarterly safety audit to monitor implementation |
| 4.3.3 | Agency shall conduct quarterly HSE audit at site. Quarterly construction safety audit shall include evaluation of all elements of construction safety, contractor wise evaluation and rating, identification of gaps and suggestion for way forward. Agency shall facilitate closure of all NCs and OFIs. Safety analysis of top 3 issues is to be done and rolling out various programs to combat them is also within the scope of the agency. |

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| 4.3.4 | <p>Competency building through focused training/ boot camps across all levels. It includes</p> <ol style="list-style-type: none"> at least 1day boot camp for leadership, 1day alignment workshop with all stake holders Specialized safety training program once a month. <p>Agency shall submit program for competency building training to BHEL</p> |
| 4.3.5 | <p>Monthly hand holding shall include site visit of core team from agency's HQ for 3 days in a month. Hand holding, management review meeting & one day specialized training program shall be done by the agency in each month.</p> |
| 4.3.6 | <p>Agency shall conduct safety improvement programs by well-defined Management Information System (MIS) and a through dedicated site-specific safety software. MIS should include lead and lag indicators, evaluating the progress of metrics, conducting review meetings, actions for continual improvement etc.</p> |
| 4.3.7 | <p>Dedicated site-specific safety software is to be developed by the agency. Software should be used for Safety Management System (SMS), Behavior Based Safety (BBS). Corrective & Preventive Actions (CAPA) against various audits/ observations are also to be managed through this software. Inspections planning, capturing records of HSE Inspection and automatic reminders for inspections due are to be done through software. Maintenance/ calibration planning, maintaining records of all T&Ps, equipment, vehicles, machinery at site (calibration, maintenance status) with facility to generate automatic reminders to site team is also to be done through software. Safety dashboard is to be maintained through software. Agency will do site man power resource monitoring through attendance app with geo fencing, through this software. Various data analysis is to be made and safety intervention programs are to be designed based on findings.</p> |
| 4.3.8 | <p>Various digital initiatives, use of drones with necessary regulatory approval in consultation with BHEL for safety monitoring in this regard will also be done by the agency. Drone imaging and analysis of subsequent data is also to be done through software. Drone is to be arranged by the agency as per BHEL site requirement at free of cost during this contract.</p> |
| 4.3.9 | <p>Software should have provision to analyze individual worker details: Training, Medical check-up etc., Other Activity Planning - meetings, reviews, safety walks, demonstrations, Drills, Medical camps etc. and generating reminders, training planning, maintaining records of training program and generating reminders for training due is to be done through software.</p> |
| 4.3.10 | <p>Single software license with logins to each site, Region and PSHQ to be provided. Software should be optimized to work at sites with poor internet connectivity. Necessary maintenance, updates and administration of the software shall be in the scope of the vendor. Training program should be organized by the vendor for familiarization with the software. Software should not be excel-only based. The data and various info so collected through software shall be property of BHEL and shall not be shared or reproduced or copied without permission of BHEL.</p> |
| 4.3.11 | <p>Generating customized reports for agencies & management as per requirement, is to be done through software. Work permit system at site is to be implemented through this software. Software to have flexibility for selected modules (Work Permit, Reminders etc.) to be operated from Mobile phone.</p> |
| 4.3.12 | <p>Bidder to indicate necessary IT enabled tools to be deployed at site during engagement period (e-modules, videos on safety and operations, safety maturity survey tools for benchmarking, risk identification, dashboard software, digital monitoring etc.) to facilitate implementation. Hardware requirement (if any) to meet the</p> |

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| | above clauses requirements to be indicated by the party along with offer. However, same to be supplied by the party free of cost. Software tools & monitoring mechanism to assess the effectiveness of various interventions proposed should be detailed and clearly spelt out in the bid. Sample software output in support of aforesaid clauses/criteria are to be furnished along with tender documents. |
| 4.3.13 | Organizing motivational & safety promotional activities like street plays, campaigns & safety communications shall be done by the agency. |
| 4.3.14 | Organizing HSE promotion activities like Tool Box talk, pep talks, Monthly HSE celebration, Periodic HSE review, putting up educative posters and banners, organizing house-keeping drive, walk-through by top officials, periodic health camps etc. Agency shall submit plans for tool Box Talks, Pep Talks, HSE Celebrations, HSE Review, House Keeping, safety walk-throughs, health camps and layouts for installation of posters/banners etc. |
| 4.3.15 | Promotion of Safety culture at site by means of survey, trainings/workshops for management personnel as well as supervisory personnel of BHEL and its associates. |
| 4.3.16 | In contractor incubation centre (CIC), contractor selection, competency building-first time & periodical, contractor safety performance evaluation and intervention (through safety park, safety campaigns & safety passports) shall be done by the agency. Skill based training program should be done through CIC. |
| 4.3.17 | Job Specific Training: Agency shall regularly organize job specific training programs for workers involved in hazardous activities like height, Hot work, Radiography, Confined Space, Deep Excavation, Heavy Lifting, Chemical handling, Handling of Electrical and Electronic circuits including high voltage and also in hazardous condition like uneven mud road, water accumulation, strong wind etc. Training calendar shall be submitted to individual BHEL Site in well advance. |
| 4.3.18 | Imparting HSE related skill training (in Hindi or any language followed by majority of workers) with certification (like certification for Scaffolders, Scaffolding supervisor, Scaffolding inspectors, Riggers, Operators etc.) and organizing mock drills on rescue, fire, first-aid, trauma and emergency response. A competency certificate to be issued to each participant by the agency. Agency shall submit skilled certificate training calendar to BHEL |
| 4.3.19 | Co-ordinating with Medical Centre for Pre-job and regular health check-up of personnel |
| 4.3.20 | HSE Competency evaluation of skilled workmen to be performed before engagement in the job and also during execution whenever required. Documents like Height-pass to be issued by the agency. Competency evaluation shall be done for skilled/semiskilled manpower before induction training. Plan and Procedure for competency evaluation shall be submitted to BHEL |
| 4.3.21 | Compliance with all HSE, occupational health, safety & environment rules and codes of the BHEL/owner, relevant provisions of applicable laws pertaining to the HSE of workmen, employees, plant and equipment as may be prescribed from time to time. In case of any non-conformity between statutory requirement and HSE Rules of the BHEL/owner referred above, the later shall be applicable unless the statutory provisions are more stringent. |

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| 4.3.22 | Compliance with HSE (Health, Safety & Environment) requirements/procedure/practices of BHEL at site, as per Site HSE Plan / HSE Management system. Agency will also ensure that applicable Operational Control Procedures (OCPs) in respective areas are being followed by BHEL/Sub-contractor. |
| 4.3.23 | Support for maintenance, generation and retention of all documents and records pertaining to HSE as per BHEL HSE Management System. |
| 4.3.24 | Assist BHEL in coordinating with Local authority/ statutory authority/local facilities like hospitals, fire stations, disaster management agencies etc. as and when required. |
| 4.3.25 | carrying out all routine works as specified in the Factories Act 1948/BOCW Act 1996 and its rules and as per other statutes applicable for construction sites. |
| 4.3.26 | investigation of accidents including near miss, as per requirement of site management |
| 4.3.27 | Incident management and documentation for reporting and record including encouraging reporting of near misses besides other incidents, recording and analyzing them, planning & implementing corrective actions. |
| 4.3.28 | Administering First-aid or CPR to victim by agency's manpower expeditiously and take further course of action including taking victim to Medical Centre. In case of fire and other emergency, they will operate the fire extinguishers, if called for and help take appropriate corrective and preventive measures like fighting fire or evacuation of people or materials etc. |
| 4.3.29 | Inspection of all PPEs, safety equipment, T&Ps etc. and maintaining record. Agency shall submit the inspection plan and procedure to BHEL. Agency shall also coordinate with third Party competent persons for T&P certification as applicable |
| 4.3.30 | Systematically conducting HSE inspection on daily basis, Recording and analysis of observations, categorization, reporting and finally following up closure of observations offline & online including observation raised by Customer. In addition, co-ordination of Internal/External audit. Preparation of weekly exception report and submitting to BHEL |
| 4.3.31 | Close monitoring/ inspection of all works carried out at height including lifting/ placement/ erection of heavy structure/ equipment/ material at height and implementing control measures for safe execution of the same |
| 4.3.32 | Drawing up monthly HSE activity plan in line with HSE plan and strictly following the same. The agency shall prepare supplementary documents of the HSE plan (including auxiliary documents), if necessary and suggest relevant changes of the plan for improvement. But this shall require approval of BHEL |
| 4.3.33 | Generation of periodic report in prescribed format and sharing the same with competent authorities |
| 4.3.34 | To Ensure risk assessment / hazard spotting exercises are carried out on regular basis Preparation/monitoring/approval of Permit-to-work, HIRA & Method statement, JSA, lifting plan and development of auxiliary documents/ formats related to HSE plan. The agency personnel shall sign the documents on behalf of BHEL. Issue, renewal, closing and extension of permit on behalf of BHEL Safety for concerned site activities. Random checking of all other PTW on sample basis will be done by the agency. |

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| 4.3.35 | Coordinating along with BHEL closely with those responsible for Emergency Procedures within the organization to ensure, so far as possible, the prevention of fire and the safe evacuation of employees in emergency situations | |
| 4.3.36 | Guidance to agencies for labour welfare measures at site and at labour colony along with conductance of audits of these measures/ areas, monitoring closure of these issues. | |
| 4.3.37 | Designing and implementation of appropriate scaffolding conforming to codes, imparting training and guidance to scaffolders, scaffolding supervisors and certification of scaffolding Supervisors and inspectors. Critical scaffoldings to be certified by the agency's scaffolding inspector by signing the scaffolding tag. Random checking of all other scaffoldings on sample basis will be done by the agency. Temporary platforms, walkways & fixtures used at site shall also be part of scaffolding, for which regular inspection shall be carried out and corrective measures suggested | |
| 4.3.38 | Designing and implementation of Lift Plan, imparting training, certification and guidance to riggers, rigging foreman, crane operators and signalman. Inspection before Critical and ODC Lift. The approval of lifting plan, riggers, signalman, operators of T&Ps to be accorded by the agency's person. Collection and monitoring of T&P certification data centrally and issue of alert for renewal of certification | |
| 4.3.39 | Inspection of Excavation and guiding and implementing control measures for safe excavation | |
| 4.3.40 | Inspection of electrical installation and booths and coordination & implementation of statutory requirements as per acts and rules. Site specific LOTO system (both electrical and non-electrical) shall be developed by agency and managed during various stages of commissioning activities. | |
| 4.3.41 | Daily Safety Clearance shall be given by the agency along with implementation of necessary PTW system. | |
| 4.3.42 | All documents/ data including all presentations created/ used for this project shall be handed over to BHEL for future reference in soft form. | |
| 4.3.43 | Contractor shall provide necessary support services to BHEL site management in preparation for ISO audits/ HSE activities. Inspection documents/ results shall be retained/stored by contractor in such a manner that the same can be produced during ISO/ HSE audits at site. | |
| 4.3.44 | All roles and responsibilities defined in this clause (4.3) shall be discharged by the deployed manpower as per clause 8.0 | |
| 4.3.45 | A governance committee will be formed with senior management members of BHEL as well as the agency to review the EHS implementation of PS site of BHEL. The committee will meet once in 2 months at site or head-office to review the effectiveness of project construction safety management implementation. KPI's will be defined and monitored by governance committee. Any conflicts in project delivery will be reviewed and resolved through governance committee. Minutes will be prepared and circulated accordingly. | |
| 4.3.46 | Agency has to follow applicable govt directives and/or BHEL HSE related Operation Control Procedures to prevent spread of Covid-19 virus at project sites as well as labour colonies, without any cost to BHEL. Gaps are to be highlighted. | |
| 5.0 | TENTATIVE DEPLOYMENT PERIOD AT PROJECT SITES | |

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| | The tentative requirement and deployment period of Safety Personnel at various project sites will be decided as per actual project requirement and accordingly separate site-specific work order / LOI shall be issued for the respective project site with the intimation of duration of work order and number of safety personnel required category wise. |
| 5.1 | FIELD SAFETY SERVICES Number of Safety Personnel & Period of deployment should be as per man month mentioned in the work order issued against any specific BHEL PS project site. However, the number of requirements of Safety Personnel & deployment period may vary time to time as per project requirement. In case of requirement of additional Safety Personnel, intimation will be given to the bidder at-least 20 days advance. Deployment shall be strictly as per the advice sent by the respective Power Sector Regional HSE office/ Site. |
| 5.2 | Bidders to note that for the personnel identified for deputation at a project site against any site-specific work order; detailed Bio-data along with all supporting documents of those personnel has to be submitted to BHEL Site/ PS Region-HSE deptt. within 7 days of receiving intimation. Man-power shall be deployed at site against approval and clearance of BHEL Site/PS Region-HSE deptt., after scrutiny of bio-data, work experiences and necessary interview, if required. |
| 5.3 | Provision for extension: There will be provision for extension of contract period against individual site-specific work order as per site requirement but within the validity period of original Rate contract. |
| 6.0 | SITE FACILITIES |
| 6.1 | ACCOMODATION Furnished Bachelor accommodation (Separate or shared accommodation as the case may be) with free electricity and water supply, along with Mess facilities at one point shall be provided by BHEL free of any charges. However, food will be on chargeable basis, either in BHEL mess or otherwise. |
| 6.2 | LOCAL CONVEYANCE Local conveyance, as required, for to-and-fro movement between site and living accommodation shall be provided by BHEL on sharing basis, free of any charges. |
| 6.3 | SITE OFFICE Reasonable office space for proper functioning of the deployed safety personnel will be provided by BHEL at site, free of any charges. BHEL shall also provide office furniture as per availability at site. Other infrastructure such as training room, training material, Projector, Video conferencing facilities etc. will be provided by BHEL free of cost, as per availability at site. The bidder shall arrange unlimited mobile phone facility, camera, sufficient nos. of Laptop/ Desktop with provision of internet, Printer(s) along with cartridge, stationary etc. for the use of their personnel at site, at their own cost. Bidder shall ensure that safety personnel deployed by it, has smart phones so that they can take photos/videos promptly and also communicate immediately as per requirement of BHEL. Bidder shall provide its safety personnel raincoat, gumboot, safety shoe, goggles, binocular, torchlight and enough other welfare support as they will be required to work at odd hours and face adverse climate at site. No additional payment will be made by BHEL on account of that. |
| 6.4 | MISCELLANEOUS The contractor has to arrange for medical facilities and necessary insurance facilities for his Safety Personnel posted at site at their own cost. Contractor shall also nominate one of their senior personnel as site-in-charge for all contractual dealings/payment purpose etc. for the site and power of attorney shall be issued in his name. Local conveyance during mobilization of manpower, during periodic audit & monthly hand holding session will be arranged by BHEL. It will be limited to nearest airport/ railway station as the case may be. |
| 7.0 | SPECIAL CONDITIONS OF CONTRACT |

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| 7.1 | All data/findings obtained from this work shall become the property of BHEL. This cannot be published/utilized by anyone/ Contractor without written permission of competent authority of BHEL. Safety personnel shall keep all business and technical /safety information/procedures received from the other Party in connection with this Agreement confidential and treat it with the same degree of care as their own similar trade or business secrets and not make it available to third parties, unless permitted in writing by competent authority of BHEL-PSER. |
| 7.2 | Sub-letting of jobs within the agreed scope of work, in any way is not permitted. |
| 7.3 | Bidder shall make available suitable personnel (personnel, other than those posted at site) for discussions/ interactions with BHEL, Customer and consultants, vendors / sub-contractors wherever need arises. Senior level personnel of bidder will visit sites periodically (at least once in a quarter) to ascertain the quality of jobs performed by their site personnel. Such visits of senior personnel will be free of any additional charges to BHEL. |
| 7.4 | BHEL reserves the right to make final decisions on rejections of the personnel deployed by the Contractor in case of unsatisfactory performance and such decisions shall be binding on Contractor and become conclusive. |
| 7.5 | BHEL reserves the right to terminate the above contract at any point of time without assigning any reason, upon giving 20 days' notice to the Contractor. BHEL reserves the right to short close the contract/reduce the deployed safety personnel upon giving 20 days' notice, depending upon requirement. In such cases, the payment shall be made for the completed months and part thereof on pro-rata basis, based upon approved rate of contract and no other compensation will be granted by BHEL. |
| 7.6 | Contractor's personnel posted at any site against any particular site-specific work order shall not move outstation without the prior permission of Site in Charge of BHEL. For any exigencies during execution of the contract or against requirement of services at any location other than place of normal work, if desired and instructed by BHEL Site Construction Manager or Head-HSE-PS Regional HQ, the contractor shall have to provide safety services by deputing its personnel at desired location. Expenses incurred by the visiting personnel in this regard will be reimbursed in the following manner. <ul style="list-style-type: none"> a) Travel expenses at actual shall be paid (limited to 2AC to and fro train fare) with reservation / supplementary charges etc. subject to furnishing of details regarding ticket numbers, journey details, amount of fare etc. and submission of proof thereof. b) Local conveyance charges (Actual bus / cycle rickshaw/auto rickshaw/ taxi fare for local journeys at out station) as permitted by the BHEL Engineer. c) Cumulative Journey allowances & Daily allowances @ Rs.500/- per day d) Outstation lodging charges @ maximum 1500/- per day (Applicable with written instruction of BHEL Site Construction Manager & on submission of lodging bill thereof) e) Postal / telegraphic / telephones charges, if any, subject to production of proof of having incurred such expenditure only in relation to the official work. The movement of Contractor's Safety Personnel outside BHEL site shall be subject to the prior approval of BHEL Site Construction Manager or HOD-HSE/PS Regional HQ, and the same shall be submitted with their bills/invoice for payment. |
| 7.7 | Contractor has to follow the holidays at site as per BHEL site holidays which may vary from site to site. Working hours and timing shall be as per BHEL site practice. However, work may continue round the clock including Sundays and holidays and safety officer / officers shall have to be at site along with BHEL personnel subject to requirement, for which no extra payment will be made. No compensatory off/leave will be granted in case of such working on Sundays/holidays/extended hours. |
| 7.8 | Casual leave will be admissible for personnel posted at any site on full time basis subject to maximum 10 days in a year or on pro rata basis. In addition, Sundays and other holidays observed by BHEL site will also be admissible. BHEL shall not pay during the period of earned leave/sick leave to be availed by contractor's |

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| | <p>personnel. However, if earned leave/sick leave exceeds 10 days in any one stretch, the contractor will have to make suitable alternative arrangements, with the approval of BHEL.</p> <p>For any leave other than casual leave as mentioned above, pro-rata deduction shall be made on monthly bill by BHEL site. If any person is leaving site on resignation, replacement shall be made within 15 working days otherwise a penalty of Rs. 1,000/- (Rupees one thousand only) per day starting from 1st day of absence, will be imposed.</p> |
| 7.9 | It is the sole responsibility of the contractor to ensure the safety officers against accident and injury while at work. |
| 7.10 | BHEL reserves the right to discontinue the deployment of Safety Officer at any particular site or all together with 20 days' notice, in case the performance of the concerned officer is found unsatisfactory. No further payment shall be made against deployment of unacceptable Safety Officer. Replacement of such persons will have to be arranged by contractor within 20 days. |
| 8.0 | MINIMUM QUALIFICATION OF SAFETY PERSONNEL |
| 8.1 | The category wise minimum qualification of Safety personnel shall be as mentioned below: |
| 8.1.1 | Safety Manager |
| | <ul style="list-style-type: none"> i. Must be at least a graduate in engineering (in any branch) from an AICTE recognized institution ii. Must have completed successfully a FULL TIME one-year Post/ Advanced Diploma / Degree in Industrial Safety with construction safety as one paper from any institute recognized by SCTE & VT/ AICTE. iii. Must have worked for 10 years (post-engineering experience) or more as on the date of deployment in the field of construction, out of which at least 8 years (post-safety qualification experience) should be in HSE function. He shall have experience of managing HSE Management System of a large capacity plant from main contractor or owner side. iv. Must be a certified Internal/lead Auditor for ISO 14001 and OHSAS 18001/ ISO 45001 v. Preferably be fluent in English, Hindi & local language. vi. Must have working proficiency in Computer operation including MS Office, Power Point, etc. vii. The candidate shall be not older than 55 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site. |
| 8.1.2 | Safety Trainer |
| | <ul style="list-style-type: none"> i. Must be at least a graduate in engineering (in any branch) from an AICTE recognized institution ii. Must have completed successfully a FULL TIME one-year Post/ Advanced Diploma / Degree in Industrial Safety with construction safety as one paper from any institute recognized by SCTE & VT/ AICTE or NEBOSH IGC iii. Must have worked for 7 years or more (post-engineering experience) as on the date of deployment in the field of construction, out of which at least 5 years should be in HSE function and training (post-safety qualification experience). viii. iv. Must be a certified Internal/lead Auditor for ISO 14001 and OHSAS 18001/ ISO 45001 ix. Preferably be fluent in English, Hindi & local language x. Must have working proficiency in Computer operation including MS Office, Power Point, etc. xi. Must have professional expertise and competency in conducting HSE training programs for officials and workers xii. The candidate shall be not older than 55 years. The candidate shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a qualified doctor (min MBBS) must |

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| | be attached along with CV and the original be produced at the site. |
| 8.1.3 | Excavation Safety Specialist |
| | <ul style="list-style-type: none"> i. Must be at least a Graduate in Civil engineering from an AICTE recognized institution ii. Must have completed successfully a FULL TIME one-year Post/ Advanced Diploma / Degree in Industrial Safety with construction safety as one paper from any institute recognized by SCTE & VT/ AICTE or NEBOSH IGC iii. Must have worked for 07 years (post-engineering experience) or more as on the date of deployment in the field of construction, out of which at least 5 years (post-safety qualification experience) should be in HSE function. He shall have competency in excavation Safety iv. Preferably be fluent in English, Hindi & local language v. Must have working proficiency in Computer operation including MS Office, Power Point, etc. vi. The candidate shall not be older than 55 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site. |
| 8.1.4 | Electrical Safety Specialist |
| | <ul style="list-style-type: none"> i. Must be at least a Graduate in Electrical engineering from an AICTE recognized institution ii Must have completed successfully a FULL TIME one-year Post/ Advanced Diploma / Degree in Industrial Safety with construction safety as one paper from any institute recognized by SCTE & VT/ AICTE or NEBOSH IGC iii Must have worked for 07 years (post-engineering experience) or more as on the date of deployment in the field of construction, out of which at least 5 years (post-safety qualification experience) should be in HSE function. He shall have competency in Electrical Safety with sufficient knowledge in Acts and Rules. iv. Preferably be fluent in English, Hindi & local language v. Must have working proficiency in Computer operation including MS Office, Power Point, etc. vi. The candidate shall not be older than 55 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site. |
| 8.1.5 | Safety Engineer: |
| | <ul style="list-style-type: none"> i. Must be a diploma/ degree in engineering (in any branch) from an AICTE/ SCTE&VT recognized institution ii. Must have completed successfully a FULL TIME one-year Post/ Advanced Diploma / Degree in Industrial Safety with construction safety as one paper from any institute recognized by SCTE & VT/ AICTE. iii. Must have worked in the field of construction in HSE function (Post-safety qualification experience) for min 4 years in case of graduate engineers or 7 years in case of Diploma holders. iv. Preferably be fluent in English, Hindi & local language. v. Must have working knowledge in Computer operation vi. Candidates with awareness of ISO-14001 and OHSAS-18001/ISO-45001 will be preferred. vii. The candidate must not be older than 50 years of age. He must have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate in specified format from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site. |
| 8.1.6 | Safety Analyst: |
| | <ul style="list-style-type: none"> i. Must be at least a diploma (in any branch) from an AICTE/SCTE&VT recognized institution ii. Must have field knowledge on Safety iii. Must have worked for 5 years or more as on the date of deployment in the field of construction, out of which at least 3 years should be in Safety Analyst function. He must be thorough in the statistical |

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| | <p>analysis of Safety parameters, making presentations, MOMs and reports</p> <ul style="list-style-type: none"> iv. Preferably be fluent in English, Hindi & local language. v. Must have working proficiency in Computer operation including MS Office, MS Excel, Power Point, etc. vi. The candidate shall be not be older than 50 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site. |
| 8.1.7 | Scaffolding Specialist: |
| | <ul style="list-style-type: none"> i. Must have a recognized certification from CITB or STI or TUV or equivalent for min Level 2 ii. Must have worked for 5 years or more as on the date of deployment as Scaffolding expert (preferably in the field of construction). Experience will be counted only for the duration during which scaffolding certification of the candidate was valid. iii. The candidate shall have professional expertise for coaching and certification for Scaffolding inspector/supervisors and scaffolders. He shall have competency in designing Scaffold schemes as per site requirement iv. Preferably be fluent in English, Hindi & local language. v. The candidate shall not be older than 55 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site. |
| 8.1.8 | Rigging Specialist: |
| | <ul style="list-style-type: none"> i. Must have a recognized certification from LEEA or LOLER or OPITO or equivalent for inspector level. ii. Must have worked for 5 years or more as on the date of deployment as rigging expert (preferably in the field of construction). Experience will be counted only for the duration during which rigging certification of the candidate was valid. iii. The candidate shall have professional expertise for coaching and certification for Rigger, Signalman, and supervisors. He shall have competency in preparing lift plan for critical and ODC Lifting. iv. Preferably be fluent in English, Hindi & local language. v. The candidate shall not be older than 55 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site. |
| 8.1.9 | Work-At-Height Specialist: |
| | <ul style="list-style-type: none"> i. Must be at least a diploma in engineering (any branch) from an AICTE/SCTE&VT recognized institution ii. Must have a recognized certification from IRATA level 1 or equivalent. iii. Must have worked for 5 years or more as on the date of deployment as Work at height expert in the field of construction. Experience will be counted only for the duration during which height work certification of the candidate was valid. iv. The candidate shall have professional expertise for training on WAH to all concerned. He shall have competency in certifying horizontal and vertical lifeline system. vi. Preferably be fluent in English, Hindi & local language. vii. He must be able to communicate and design rescue arrangements. viii. He must be able to assess risks in all height work locations ix. The candidate shall not be older than 55 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site. |
| 8.2 | The CV with a covering letter from the agency (certifying that the candidate has been interviewed and all supporting docs verified) in line with above requirements along with copy of proof of identity and address, academic and professional qualifications and experience shall be submitted to BHEL Site/PS Region HQ HSE Deptt. or customer (if required) for approval before deployment to any specific site under the purview of the |

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| | same PS region. If required, interview (Physical/telephonic) may be conducted before acceptance / approval of the personnel. Also, if required by BHEL, verification of certificates of selected candidates from concerned institutions/board will be carried out by the agency at the cost of the agency, before their deployment at site. No claim for reimbursement in this regard will be entertained. Post deployment approval shall not be permitted nor any deviation accepted. The candidate shall be required to produce all original certificates at the site/ PS Region HQ HSE Deptt. for verification. Any mismatch will render the approval rejected. |
| 9.0 | VALIDITY OF RATE CONTRACT |
| | The contract period of Safety Management services for the above scope of Rate Contract is for a period of 24 (Twenty-Four) months from the date of issue of original LOI. BHEL reserves the right to terminate the service contract at any time, in case the service provided by the agency is found unsatisfactory. |
| 10.0 | MOBILISATION |
| 10.1 | Bidder shall mobilize the manpower and start the work at any particular BHEL-PS site within 20 days from the date of issuance of site-specific work order /LOA from BHEL PS Site / PS Regional HQ. or Intimation from site, whichever later. Zero date of deployment: Zero date will be certified by respective BHEL Site Construction Manager. |
| 11.0 | MOBILISATION ADVANCE/IBRA |
| 11.1 | Not Applicable. |
| 12.0 | CONTRACT PRICE |
| 12.1 | The bidder shall quote their total price, strictly in accordance with prescribed price schedule of Volume-III. However, order will be placed based on item rate derived by apportioning the total quoted price. |
| 13.0 | PRICE VARIATION CLAUSE / RATE REVISION |
| 13.1 | Not Applicable. |
| 14.0 | OVER RUN CHARGE |
| 14.1 | Not Applicable. |
| 15.0 | SECURITY DEPOSIT & PERFORMANCE BOND |
| 15.1 | Security deposit shall be applicable as per relevant clause of GCC (Volume-I). |
| 15.2 | Performance bond is not applicable for the tender. |
| 16.0 | MODE OF EVALUATION & CONTRACT AWARDING |
| 16.1 | Bidder shall quote their price for all items as per the format of Volume-III, price schedule for total scope of work in line with Scope Matrix against seven (7) project sites. |
| 16.2 | BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 (except in the case of two qualified bidders) bidder. Splitting shall be done on 4:3 ratio on Project Sites after getting L2/L3/L4 but except H1 (except in the case of two qualified bidders) bidder acceptance of the counter offered L1 price. If none of the bidder matches L1 price then 100% job shall be awarded to L1 bidder. Sequence of counter offer shall be as per their respective ranking. |
| 16.3 | Quantities of the various items mentioned in the price schedule (Volume-III) are approximate, based on very preliminary requirement of Seven (07) Projects and may vary to any extent or to be deleted altogether. The accepted rates of each item will remain firm throughout the period of execution , for reasons whatsoever, as long as variation in the total value of the work executed under any part of the this contract, remains within +/- 30 % (Thirty percent) of the awarded price/ volume of scope as per LOI/ WO. |
| 16.4 | Evaluation shall be done on lowest total quoted price for all the items for all the sites. Individual item rate shall be derived accordingly. After acceptance of rates of L1 bidder for 4 projects, the same shall be counteroffered to other bidders as above for balance 3 project sites as per allocation defined in the scope |

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| | matrix. After getting bidder's acceptance of the counter offered L1 price, order for remaining 3 project sites shall be placed as per scope matrix. Following four (4) sites will be offered to L1 Bidder: Udangudi(2x660 MW), Uppur (2x800 MW), Yadadri(5x800 MW), Ennore-SEZ(2x660 MW) Following three (3) Sites will be offered to L2/L3/L4.. Bidder: Panki (1x660 Mw), Karimnagar (2x800 MW), Patratu (3x800 MW) | | | | | | | | | | |
| 16.5 | Detailed Work Order shall be placed by respective project site as per scope matrix mentioned below. Security Deposit shall be collected by the individual project site / PS-Region depending on respective Contract value. | | | | | | | | | | |
| 16.6 | | | Projects to be offered to L1 Bidder | | | | Projects to be offered to L2/L3/L4... Bidder | | | | |
| | SL. N O. | DESCRIPTION OF WORK | UOM | Udang udi (2X660 MW EPC) | Upp ur (2X 800 MW BTG) | Yada dri (5X8 00 MW EPC) | Enno re- SEZ (2X6 60 MW EPC) | Patr atu (3X8 00 MW EPC) | Karimna gar (2X800 MW SG | Panki (1X660 MW EPC) | Total Scope |
| | a | Gap assessment and alignment workshop | Lumpsum | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 |
| | b | Leadership boot camp | Lumpsum | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 |
| | c | Safety Manager | Man-Month | 24 | 24 | 24 | 24 | 24 | 12 | 24 | 156 |
| | d | Scaffolding Specialist | Man-Month | 24 | 24 | 24 | 24 | 24 | 12 | 18 | 150 |
| | e | Rigging Specialist | Man-Month | 24 | 24 | 24 | 24 | 24 | 12 | 24 | 156 |
| | f | Excavation Safety Specialist | Man-Month | 24 | 24 | 24 | 24 | 0 | 0 | 12 | 108 |
| | g | Electrical Safety Specialist | Man-Month | 24 | 24 | 24 | 24 | 0 | 0 | 12 | 108 |
| | h | Safety Trainer | Man-Month | 24 | 24 | 48 | 24 | 12 | 6 | 12 | 150 |
| | i | Safety Engineer | Man-Month | 96 | 96 | 168 | 96 | 0 | 0 | 72 | 528 |
| | j | Safety Analyst | Man-Month | 24 | 24 | 24 | 24 | 12 | 12 | 24 | 144 |
| | k | Work-At-Height Specialist | Man-Month | 24 | 24 | 24 | 24 | 0 | 0 | 24 | 120 |
| | l | Monthly Hand holding | Number | 24 | 24 | 24 | 24 | 12 | 12 | 6 | 126 |
| | m | EHS Software | Lumpsum | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 |
| | n | Quarterly Audit | Number | 8 | 8 | 8 | 8 | 8 | 4 | 6 | 50 |
| 17.0 | TERMS OF PAYMENT & PAYING AUTHORITY | | | | | | | | | | |
| 17.1 | Subject to any deduction which BHEL may be authorized to make under the contract, payment shall be made on the certification of the BHEL engineer at site, as explained hereunder: - | | | | | | | | | | |
| 17.2 | Successful bidder shall submit RA bill at the end of each month as per billing break-up of the tender and in line with currency matrix. Bill shall be accompanied with list of services rendered during the month and attendance sheet (certified by BHEL Engr.). | | | | | | | | | | |

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| 17.3 | Progressive payment shall be made by BHEL against bidder's RA bill, GST complied Invoice complete & correct in all respect accompanied by BHEL engineer's certified/ measurement sheet, jointly signed; requisite statutory certificates, certified by BHEL; after 45 days of submission of the bill. Payments will be made as per rate against individual category derived by apportioning the total quoted price, as per price schedule Vol-III. | |
| 17.4 | However, no extra payment / interest charges shall be made in the event of deferment in payment. | |
| 17.5 | For all items of work as per vol.-III, rate/price schedule, the monthly interim payment shall be limited to 95% of the gross value of interim bill (RA bills) on item rate basis. All admissible recovery / adjustments etc. shall be made from the interim payable amount. The balance 5% shall be payable along-with final bill which shall be released on completion of all the works, smooth closing / winding up of the site and on certification of the BHEL site in-charge. Contractor's invoices shall be accompanied by progress report for the month (with details of man-days etc.), duly signed by BHEL Engineer. | |
| 17.6 | All admissible recovery/ adjustment, etc. shall be made from interim payable amount. | |
| 17.7 | The contractor shall raise monthly RA bills either from their office on BHEL-site office. However, the bill shall be submitted at site for verification and further processing for onward payment. | |
| 17.8 | BHEL site in-charge / Construction Manager of specific site, for which LOI/Work Order is issued, shall be the paying authority cum controlling officer for contractual dealing of the site. | |
| 17.9 | In case of imposition of any penalty on BHEL by Customer or any authority for reasons attributable to the contractor, the same shall be deducted on Back to back basis, as per BHEL policy. | |
| 17.10 | For all Pro Rata Basis payment / recovery, duration of month will be considered as 30 days. | |
| 18.0 | EXTRA WORK | |
| 18.1 | There is no provision of any extra work in this contract /package. | |
| 19.0 | GUARANTEE | |
| 19.1 | Not Applicable. | |
| 20.0 | TAXES AND DUTIES | |
| 20.1 | All taxes excluding GST & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements. | |
| 20.2 | GST along with Cess (as applicable) legally leviable& payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price. | |
| 20.3 | Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work. | |
| 20.4 | Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end. | |
| 20.5 | TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills (RA bills) unless exemption certificate from the appropriate authority / authorities is furnished. | |
| 20.6 | TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills (RA bills). | |
| 20.7 | Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN – Refer attached GSTN code table of BHEL. Name - BHARAT HEAVY ELECTRICALS LIMITED Address - Shall be intimated later. Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the | |

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| | tender. |
| 20.8 | Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address. and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture. |
| 20.9 | In case of delay in submission of above-mentioned documents on the date of despatch, BHEL may incur penalty / interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL. |
| 20.10 | In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under. |
| 20.11 | Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch. |
| 20.12 | Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be. |
| 20.13 | Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL. |
| 20.14 | Way Bill: Successful bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose. |
| 20.15 | Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties. |
| 20.16 | Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date. |
| 21.0 | LIQUIDATED DAMAGE |
| 21.1 | Since time is the main essence of the contract, the deployment of manpower is to be made within the time limit specified in this Tender. In case Contractor deploys the manpower beyond the period specified in the contract, BHEL will have no obligation to accept the same .BHEL reserves the right to levy liquidated damages at the rate of 0.5% (half percent) against site specific awarded work order price (net off GST component) for each week of delay or part thereof without prejudice to any other relief or compensation under any other conditions of the order subject to a maximum limit of 5% of awarded total contract value of site specific work order (net off GST component) . In case of delay in deployment of manpower at site, for reasons not attributable to BHEL, the “Liquidated Damages” clause shall be strictly enforced, unless extension of deployment of date is granted by the BHEL-PS Regional HQ HSE deptt/ BHEL Site Construction Manager |
| 22.0 | PERFORMANCE MONITORING |
| 22.1 | Performance of the contractor shall be monitored as per attached Annexure-III. Reports shall be reviewed month wise from site against each individual site-specific work order and the same shall be communicated to contractor. BHEL reserves the right to terminate the contract in case the performance of the contractor is not satisfactory, without any further reference. |
| 23.0 | HEALTH, SAFETY & ENVIRONMENT |

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| 23.1 | Bidder has to follow HSE norms at project site during execution of entire contract period and the applicable HSE norms are noted in Tender Document for HSE norms having Document Title: Health, Safety and Environment Plan for Site Operation by Subcontractors |
| 24.0 | GENERAL |
| 24.1 | The contractor shall provide signed ' <i>Certificate of Declaration for Confirming the Knowledge of Site Conditions, Laws and Regulations</i> ' as per attached format on its letter head along with the offer. |
| 24.2 | Any terms & conditions not mentioned in VOL-II & ID of tender document, shall be as per GCC (Vol-I) of tender document. |

ANNEXURE-I

FORMAT FOR FURNISHING CV (SAFETY)

AGENCY: _____

PROJECT TO BE DEPLOYED IN: _____

POSITION: _____

A. PERSONAL DETAILS:

1. **Name:** _____

2. **Father'sName:** _____

3. **Date of Birth:** _____ **Age (Yrs):** _____

4. **Permanent Address:** _____

5. **. Present Address:** _____

6. **Cell:** _____ **Land:** _____ **email id:** _____

| | | |
|-----------------------------------|--|---------------|
| TENDER NO – PSER:SCT:MIS-Q2046:20 | | |
| VOLUME-II & ID (REV-00) | TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT | PAGE 18 OF 26 |

7. Health Details as per format: Attached/ not attached

B. ACADEMIC DETAILS: (Only technical Degree/ Diploma qualification to be recorded)

| Sl no | Course with stream | Year of Passing | % Score-final | class | Institute/ location/state | Recognised by/affiliated to |
|-------|--------------------|-----------------|---------------|-------|---------------------------|-----------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

C. PG Safety Qualification Details:

| Sl no | Course | Duration | | | Institute | Recognised by/affiliated to |
|-------|--------|----------|----|------------|-----------|-----------------------------|
| | | From | To | Time in yr | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

D. FIRST-AID TRAINING, ISO-14000 & OHSAS-18000 AND OTHER SPECIAL SAFETY RELATED TRAINING DETAILS:

E. EXPERIENCE:

| SL NO | | 1 | 2 | 3 |
|----------|--|---|---|---|
| AGENCY | | | | |
| CLIENT | | | | |
| POSITION | | | | |

| | | |
|-------------------------|--|---------------|
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|-------------------------|--|---------------|

| | | | | |
|--------------------------------------|----------------------------------|--|--|--|
| POWER PROJECT DETAILS | NAME | | | |
| | LOCATION | | | |
| | CAPACITY X NO OF UNIT | | | |
| | CONSULTANT | | | |
| | OWNER | | | |
| | JOB DURATION | | | |

F: COMPUTER KNOWLEDGE DETAILS:**G. ANY OTHER DETAILS RELATED TO QUALIFICATION AND EXPERIENCE:**

ENDORSED BY AUTHORISED SIGNATORY OF AGENCY:

(SIGN OF THE CANDIDATE)

SEAL AND DATE:

DATE:

A copy of photo-identity card issued by any Govt agency, marksheet, certificate and other testimonials in support of Identity, Date of Birth, Academic Qlfn, Technical Qlfn, Experience must be submitted along with CV

| | | |
|-----------------------------------|--|---------------|
| TENDER NO – PSER:SCT:MIS-Q2046:20 | | |
| VOLUME-II & ID (REV-00) | TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT | PAGE 20 OF 26 |

ANNEXURE-II
FORMAT FOR FURNISHING HEALTH-CHECK UP DETAILS

NAME:

AGE:

SEX:

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

| | | |
|-------------------------|--|---------------|
| VOLUME-II & ID (REV-00) | TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT | PAGE 21 OF 26 |
|-------------------------|--|---------------|

| | | | |
|--|---|------------------|----|
| Ear, Nose, Throat : | | | |
| Ear | : | | |
| Nose | : | | |
| Throat | : | | |
| Cardiovascular System Examination : | | | |
| Inspection | : | | |
| Palpation | : | Pulse | BP |
| Auscultation (Heart Sounds) | : | | |
| Respiratory System : | | | |
| Inspection | : | Respiratory Rate | |
| Palpation: | : | | |
| Percussion | : | | |
| Auscultation (Breath Sounds) | : | | |
| Examination of Abdomen : | | | |
| Inspection | : | | |
| Palpation | : | | |
| Auscultation (Bowel Sounds) | : | | |
| Any Other | : | | |
| Clinical Impression | | | |

Signature of the examining doctor

Seal with Registration Number

| | | |
|-----------------------------------|--|---------------|
| TENDER NO – PSER:SCT:MIS-Q2046:20 | | |
| VOLUME–II & ID (REV-00) | TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT | PAGE 22 OF 26 |

ANNEXURE-III
FORMAT FOR PERFORMANCE MONITORING

| Sl. No. | Parameter of measurement | U O M | Weigh tage | Scale of Response | | | | | | Score Obtained | Remarks |
|---------|--|-------|------------|-------------------|-------|-------|-------|-------|--------|----------------|---------|
| | | | | 0 | 1 | 2 | 3 | 4 | 5 | | |
| (A) | PERFORMANCE (Performance of each individual safety officer is to be measured in all of the parameters separately and then average of the same is to be filled up) | | | | | | | | | | |
| 1.01 | Assisting BHEL in liaising with local authority/ statutory authority/local facilities as & when required. | % | 1.5 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.02 | New workers provided with HSE induction training. | % | 2 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.03 | Conductance of job specific training programs, mock drills, fire drills as per monthly HSE activity plan. | % | 4 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |

| | | | | | | | | | | | |
|------|---|---|---|-----|-------|-------|-------|-------|--------|--|--|
| 1.04 | Periodic inspection of all PPEs, safety equipment, T&Ps, illumination, FA box etc. as per BHEL checklist and maintenance of record. | % | 4 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.05 | Coordination with Medical Centre for Pre-job and regular health check-up of workers (actual vs required) | % | 2 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.06 | Preparation of monthly site HSE activity plan, cascading down the same to agencies and finally ensuring compliance of activities as per plan | % | 2 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.07 | Implementation of work permit system as per BHEL HSE plan, inspection of work area prior to start of work & all related documentation. | % | 3 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.08 | Organizing HSE promotion activities like Tool Box talk, pep talks, Monthly HSE celebration, Periodic HSE review, putting up educative posters and banners, organizing house-keeping drive, walk-through by top officials, periodic health camp etc. | % | 4 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.09 | Checking labour welfare measures | % | 2 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |

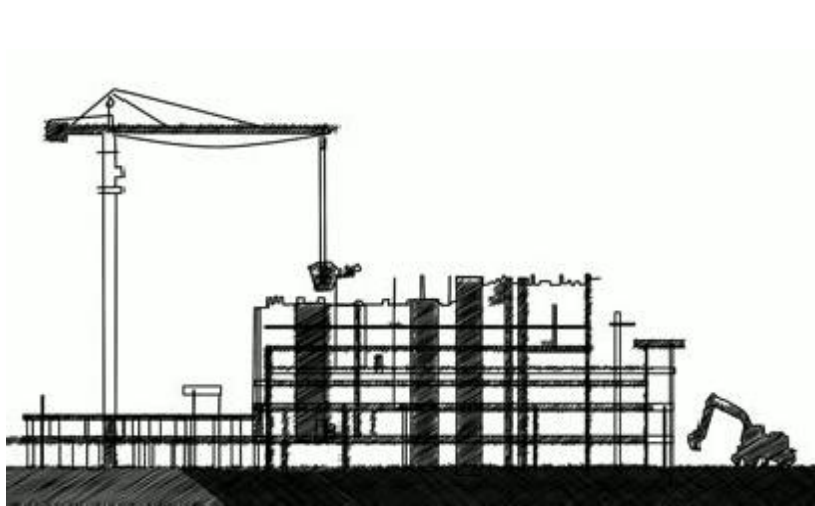
| | | |
|-------------------------|--|---------------|
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| | both at site and at labour colony and monitoring compliances. | | | | | | | | | | |
|---------|--|-------|-----------|-------------------|-------|-------|-------|-------|--------|----------------|---------|
| 1.10 | Managing environmental programs such as tree plantation, environmental impact assessments, waste disposal, storage and handling of chemicals, display of MSDS and ensuring legal compliance. | % | 2 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.11 | Conductance of HSE inspection on daily basis, recording and analysis of observations, categorization, reporting and following up closure of observations. | % | 3 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.12 | Coordination of internal/external HSE audits, following up closure of audit observations | % | 3 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| Sl. No. | Parameter of measurement | U O M | Weightage | Scale of Response | | | | | | Score Obtained | Remarks |
| | | | | 0 | 1 | 2 | 3 | 4 | 5 | | |
| 1.13 | Nos. of days of delay in submission of incident reports, investigation reports to HSE Dept., BHEL/PSER-HQ | Nos. | 2 | >8 | 7-8 | 5-6 | 3-4 | 1-2 | 0 | | |
| 1.14 | Conductance of risk assessment/ hazard spotting exercises, preparation JSA, HIRA, Method statement etc. as | % | 1.5 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |

| | | | | | | | | | | | |
|------|--|------|-----|-----|-------|-------|-------|-------|--------|--|--|
| | per site job requirement. | | | | | | | | | | |
| 1.15 | Preparation of various HSE reports, statistics & presentations as per BHEL requirement and submitting to competent authorities in time. | % | 2 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.16 | Administering First-aid or CPR to victim, Operating fire extinguishers and handling emergency situations | % | 1.5 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.17 | Coordinating any other activity as required by BHEL in order to meet customer HSE requirements. | % | 1.5 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.18 | Nos. of days delayed in submission of running bills with complete supporting documents for the month. | Nos. | 1 | >12 | 11-12 | 9-10 | 7-8 | 5-6 | <5 | | |
| 1.19 | Nos. of times top management of contractor did not respond to critical issues of site for the month | Nos. | 2 | ≥ 1 | NA | NA | NA | NA | <1 | | |
| 1.20 | Total nos. of days in the month works were stopped/refused on interpretation of contract clauses/scope due to tendency of taking undue advantage by interpreting contract clauses in their favor | Nos. | 1 | ≥ 1 | NA | NA | NA | NA | <1 | | |

| | | |
|-------------------------|--|---------------|
| VOLUME-II & ID (REV-00) | TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT | PAGE 26 OF 26 |
|-------------------------|--|---------------|

| | | | | | | | | | | | |
|------------|--|-----|------------|-----|-------|-------|-------|-------|--------|--|--|
| | TOTAL (A) | | 45 | | | | | | | | |
| (B) | RESOURCES | | | | | | | | | | |
| 2.01 | Man-days of availability of HSE Officers (actual vs required) | % | 40 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 2.02 | Quarterly visit by senior management level personnel of the agency to ascertain the quality of jobs performed by their site personnel (actual vs required) | % | 5 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| | TOTAL (B) | | 45 | | | | | | | | |
| (C) | SITE FINANCE | | | | | | | | | | |
| 3.01 | Nos. of days delayed in making payment and providing other welfare measures to the safety officers for the last month | Nos | 10 | >12 | 11-12 | 9-10 | 7-8 | 5-6 | <5 | | |
| | TOTAL (C) | | 10 | | | | | | | | |
| | TOTAL (A+B+C) | | 100 | | | | | | | | |



**HEALTH,
SAFETY and
ENVIRONMENT
PLAN**

for

**SITE
OPERATIONS**

by

**SUB-
CONTRACTORS**

POWER SECTOR

HSE PLAN FOR SITE OPERATIONS BY BHEL'S SUBCONTRACTORS

AT A GLANCE

| | | |
|--------------|--|---|
| BEFORE START | SIGNING OF MOU Agree to comply to HSE requirement- Statutory and BHEL's | |
| PLAN | HSE ORGANISATION | |
| | Manpower <ul style="list-style-type: none"> 1 (one) safety officer for every 500 workers or part thereof 1(one) safety-steward/ supervisor for every 100 workers Qualification As per Cl. 7.1 | HSE Roles and responsibilities <ul style="list-style-type: none"> Site In-charge- As per clause 7.2.1 Safety officer- As per clause 7.2.2 |
| | HSE Planning for Man, Machinery/Equipment/Tools & Tackles | |
| PROVIDE | HSE INFRASTRUCTURE | |
| | <ul style="list-style-type: none"> PPEs Drinking Water Washing Facilities Latrines and Urinals Provision of shelter for rest Medical facilities | <ul style="list-style-type: none"> Canteen facilities Labour Colony Emergency Vehicle Pest Control Scrapyard Illumination |
| TRAIN | HSE TRAINING , AWARENESS & PROMOTION | |
| | Training <ul style="list-style-type: none"> Induction training Height work and other critical areas Tool Box talk & Pep Talk | Awareness & Promotion <ul style="list-style-type: none"> Signage Poster Banner Competition Awards |
| COMMUNICATE | HSE COMMUNICATION | |
| | Incident Reporting <ul style="list-style-type: none"> Accident- Fatal & Major Property damage Near Miss | Event Reporting <ul style="list-style-type: none"> Celebrations Training Medical camp |

EXECUTE SAFELY**OPERATIONAL CONTROL PROCEDURES****PERMIT TO WORK**

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

SAFETY DURING WORK EXECUTION

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


HOUSE KEEPING**WASTE MANGEMENT****TRAFFIC MANAGEMENT****ENVIRONMENTAL CONTROL****EMERGENCY PREPAREDNESS AND RESPONSE PLAN****CHECKS****HSE AUDITS & INSPECTION**

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

HSE PERFORMANCE EVALUATION PARAMETERS**NON CONFORMANCE****PENALTY for NON CONFORMANCE****Refer Clause 16****Incremental penalty**

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

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

| | | |
|---|---|-----------------------------|
|  | HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS | Doc no.: HSEP: 14 |
| | POWER SECTOR | REV: 01 Date: 20.01.2020 |

REVISION HISTORY SHEET

| Date | Revision No. | Details of Changes | Reason | Prepared | Reviewed | Approved |
|------------|--------------|--|---|--|------------------------------------|--|
| 12.08.2014 | 00 | First Issue | First Issue | S. B. Jayant, Dy Manager- FQA & Safety | A. K. Sinha, GM-FQA & Safety | Anuj Bhatnagar, ED-FQA & Safety |
| 20.01.2020 | 01 | Formats added: HSEP:14-F30 – Monthly HSE Planning & Review (Page 11, Clause 8.0 - updated) HSEP:14-F13E-Excavation Inspection Format (part of F30) HSEP:14-F32B – Job Safety Analysis Format (part of F30) HSEP:14-F31A – Daily HSE Reporting (Page 18, Clause 10.3 – added) HSEP:14-F33 – HSE Performance Evaluation (Page 31, Clause 13 – revised) | IOM No. PSHQHSE/M ONREP/02 Dated 08-Jan-2020 | Rohit Kumar | Santosh Nair, GM (MSX & HSE) | |



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

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1.0 PURPOSE

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

2.0 SCOPE

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

3.0 OBJECTIVES AND TARGETS

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

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



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HSE TARGETS

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

4.0 BHEL POWER SECTOR HEALTH, SAFETY & ENVIRONMENT POLICY


Health, Safety & Environment Policy of BHEL

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

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

sd/-

CMD, BHEL

| | | |
|---|---|-----------------------------------|
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5.0 MEMORANDUM OF UNDERSTANDING:

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

Memorandum of Understanding

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

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

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


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

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

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

Name :

Place & Date:

| | | |
|---|---|-------------------|
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6.0 TERMS AND DEFINITIONS

6.1 DEFINITIONS

6.1.1 INCIDENT

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

6.1.2 NEAR MISS

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

6.1.3 MAN-HOURS WORKED

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

6.1.4 FIRST AID CASES

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

6.1.5 LOST TIME INJURY

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

6.1.6 MEDICAL CASES


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

6.1.7 TYPE OF INCIDENTS & THEIR REPORTING:

The three categories of Incident are as follows:

Non-Reportable Cases:

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

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Reportable Cases:

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

Injury Cases:

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

6.1.8 TOTAL REPORTABLE FREQUENCY RATE

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

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

6.1.9 SEVERITY RATE

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

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

6.1.10 INCIDENCE RATE

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

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


7.0 HSE ORGANISATION**Number of safety officers:**

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

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

7.1 QUALIFICATION FOR HSE PERSONNEL

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


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

7.2 RESPONSIBILITIES

7.2.1 SITE IN -CHARGE OF SUBCONTRACTOR


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

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

7.2.2 HEALTH, SAFETY AND ENVIRONMENT OFFICER OF SUBCONTRACTOR

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

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8.0 PLANNING BY SUBCONTRACTOR


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

8.1 MOBILISATION OF MACHINERY/EQUIPMENT/TOOLS BY SUBCONTRACTOR

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

8.2 MOBILISATION OF MANPOWER BY SUBCONTRACTOR

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

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8.3 PROVISION OF PPEs

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


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

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

Relevant is-codes for personal protection

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

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

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

Colour scheme for Helmets:

1. Workmen: Yellow
 2. Safety staff: Green or white with green band
 3. Electrician: Red
 4. Others including visitors: White
- All the PPEs shall be checked for its quality before issue and the same shall be periodically checked. The users shall be advised to check the PPEs themselves for any defect before putting on. The defective ones shall be repaired/ replaced.
 - The issuing agency shall maintain register for issue and receipt of PPEs.
 - The Helmets shall have logo or name (abbreviation of agency name permitted) affixed or printed on the front.
 - The body harnesses shall be serial numbered.

8.4 ARRANGEMENT OF INFRASTRUCTURE

8.4.1 DRINKING WATER


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

8.4.2 WASHING FACILITIES

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

8.4.3 LATRINES AND URINALS

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

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8.4.4 PROVISION OF SHELTER DURING REST

Proper Shed & Shelter shall be provided for rest during break

8.4.5 MEDICAL FACILITIES

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

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

8.4.5.2 FIRST AIDER

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


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

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

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

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

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

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

8.4.6 PROVISION OF CANTEEN FACILITY

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

8.4.7 PROVISION OF ACCOMODATION/LABOUR COLONY

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

8.4.8 PROVISION OF EMERGENCY VEHICLE

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

8.4.9 PEST CONTROL

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

8.4.10 SCRAPYARD

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

8.4.11 ILLUMINATION

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



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

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

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


9.0 HSE TRAINING & AWARENESS

9.1 HSE INDUCTION TRAINING

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

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

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

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

9.2 HSE TOOLBOX TALK

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


9.3 TRAINING ON HEIGHT WORK

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

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

9.4 HSE TRAINING DURING PROJECT EXECUTION

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

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

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

9.5.1 Display of HSE posters and banners

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

9.5.2 Display of HSE signage

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

9.5.3 Competition on HSE and award

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

9.5.4 HSE awareness programme

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

10.0 HSE COMMUNICATION

10.1 INCIDENT REPORTING


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

10.2 HSE EVENT REPORTING

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

10.3 DAILY HSE ACTIVITY REPORTING

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

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11.0 OPERATIONAL CONTROL

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

LIST OF OCPs


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

11.1 HSE ACTIVITIES

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

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

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

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

11.2 WORK PERMIT SYSTEM

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

11.3 SAFETY DURING WORK EXECUTION

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

11.3.1 WELDING SAFETY

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


11.3.2 RIGGING

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

11.3.3 CYLINDERS STORAGE AND MOVEMENT

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

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

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

11.3.4 DEMOLITION WORK

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

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

11.3.5 T&Ps


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

11.3.6 CHEMICAL HANDLING

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

11.3.7 ELECTRICAL SAFETY

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

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

11.3.8 FIRE SAFETY


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

11.3.9 SCAFFOLDING

- Suitable scaffolds shall be provided for workman for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration of work which can be done safely from ladders.
- When a ladder is used, it shall be of rigid construction made of steel. The steps shall have a minimum width of 45 cm and a maximum rise of 30 cm. Suitable handholds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than ¼ horizontal and 1 vertical.
- Scaffolding or staging more than 3.6 m above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 90 cm above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from savor, from swaying, from the building or structure.

11.3.10 WORK AT HEIGHT:

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

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

11.3.11 WORKING PLATFORM

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

11.3.12 EXCAVATION

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


11.3.13 LADDER SAFETY

Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in the length while the width between side rails in rung ladder shall in no case be less than app. 29.2 cm for ladder upto and including 3 m in length. For longer ladders this width shall be increased at least ¼" for each additional foot of length.

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

11.3.14 LIFTING SAFETY

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

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

11.3.15 HOISTING APPLIANCE

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

11.4 ENVIRONMENTAL CONTROL

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

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

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

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


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

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

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

11.5 HOUSEKEEPING

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

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

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

11.6 WASTE MANAGEMENT


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

11.6.1 BINS AT WORK PLACE

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

11.6.2 STORAGE AND COLLECTION

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

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11.6.3 SEGREGATION

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

11.6.4 DISPOSAL

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


11.6.5 WARNING AND SIGNS

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

11.7 TRAFFIC MANAGEMENT SYSTEM

11.7.1 SAFE WORKPLACE TRANSPORT SYSTEM

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

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


11.7.2 TRAFFIC ROUTE FOR PEDESTRIANS

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

11.7.3 WORK VEHICLE

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

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

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11.7.4 DAILY CHECK BY DRIVER

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

11.7.5 TRANSPORTATION OF PERSONNEL AND MATERIALS BY VEHICLES


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

11.7.6 MAINTENANCE

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

11.8 EMERGENCY PREPAREDNESS AND RESPONSE

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

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

12.0 HSE INSPECTION

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

12.1 DAILY HSE CHECKS


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

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

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

12.2 INSPECTION OF PPE

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

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12.3 INSPECTION OF T&Ps

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

12.4 INSPECTION OF CRANES AND WINCHES


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

12.5 INSPECTION ON HEIGHT WORKING

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

12.6 INSPECTION ON WELDING AND GAS CUTTING OPERATION

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

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

12.7 INSPECTION ON ELECTRICAL INSTALLATION / APPLIANCES

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

12.8 INSPECTION OF ELEVATOR


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

12.9 INSPECTION OF EXCAVATION

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

13.0 HSE PERFORMANCE

- Contractor shall be assessed on monthly basis for HSE Compliance by BHEL Safety In-charge at site. The HSE compliance shall be based on Online HSE Evaluation System of BHEL as per Format No. HSEP:14-F33.
- BHEL shall reserve the right to use this assessment for evaluating bidder's capacity for future tenders
- Suitable HSE reward system shall be developed at site level to promote HSE compliance amongst workmen by the subcontractor.
To decide HSE reward, performance towards HSE shall be evaluated for workmen and it shall be awarded regularly in public gathering.
- If safety record of the subcontractor in execution of the awarded job is to the satisfaction of safety department of BHEL, issue of an appropriate certificate to recognize the safety performance of the subcontractor may be considered by BHEL after completion of the job.


| | | |
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14.0 HSE PENALTIES

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

15.0 OTHER REQUIREMENTS

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

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

16. NON COMPLIANCE

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


| SN | Violation of Safety Norms | Fine (in Rs) |
|-----|--|--|
| 01 | Not Wearing Safety Helmet | 200/- * |
| 02. | Not wearing Safety Belt or not anchoring life line | 500/-* |
| 03 | Not wearing safety shoe | 200/-* |
| 04 | Not keeping gas cylinders vertically | 200/- |
| 05 | Not using flash back arrestors | 100/- |
| 06 | Not wearing gloves | 50/- * |
| 07. | Grinding Without Goggles | 50/- * |
| 08. | Not using 24 V Supply For Internal Work | 500/- |
| 09. | Electrical Plugs Not used for hand Machine | 100/- |
| 10. | Not 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 in Earning Capacity | 25,000/- per victim |
| 21. | Fatal Incident Resulting in total loss in Earning Capacity | 1,00,000/- per victim for first instance # |

- Legend:-

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

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

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

| | | |
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17.0 HSE AUDIT/INSPECTION

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

18.0 MONTHLY HSE REVIEW MEETING

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

19.0 FORMATS USED (Details available in Annexure-04)

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



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

| | | |
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20.0 ANNEXURES

ANNEXURE 01

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

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

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

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

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

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



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

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



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ANNEXURE 02**HSE AUDIT/INSPECTION CHECKLIST CUM COMPLIANCE REPORT**

PROJECT: _____

SUBCONTRACTOR: _____

DATE : _____

OWNER : _____

INSPECTION BY: _____

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

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



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



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

| | | |
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ANNEXURE 03**REFERENCES**

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

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



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

| | | |
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**ANNEXURE 04 : SAFETY FORMATS
&
ANNEXURE 05 : WORK PERMIT FORMATS**

| | | |
|---|------------------------------------|--|
|  | POWER SECTOR | FORMAT NO: HSEP:14-F01 REV NO.: 00 PAGE NO. 01 OF 02 |
| | INSPECTION OF FIRST AID BOX | |

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

Number of employees on the site: - _____

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


POWER SECTOR
INSPECTION OF FIRST AID BOX

FORMAT NO: HSEP:14-F01

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

Signature of Subcontractor's Site I/C:

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

FORMAT NO: HSEP:14-F02

REV NO.: 00

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

NAME:

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



POWER SECTOR

HEALTH CHECK UP


FORMAT NO: HSEP:14-F02

REV NO.: 00

PAGE NO. 2 OF 02

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


Signature of the examining doctor

| | | |
|---|---------------------------------------|--|
|  | POWER SECTOR | FORMAT NO: HSEP:14-F06 REV NO.: 00 PAGE NO. 01 OF 01 |
| | PERSONAL PROTECTIVE EQUIPMENTS | |

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

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


Signature of Site I/C of Subcontractor :

| | | |
|---|-------------------------------|--|
|  | POWER SECTOR | FORMAT NO: HSEP:14-F07 REV NO.: 00 PAGE NO. 01 OF 01 |
| | INSPECTION OF T&Ps | |

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

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


| | |
|--|--|
| Signature-Site Safety Officer (BHEL) | Signature-Subcontractor/ Subcontractor's Safety Officer |
|--|--|

| | | |
|---|---------------------------|--|
|  | POWER SECTOR | FORMAT NO: HSEP:14-F08 REV NO.: 00 PAGE NO. 01 OF 01 |
| | STATUS OF T&Ps | |

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

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

Signature of Site I/C of subcontractor:

| | | |
|---|---|--|
|  | POWER SECTOR | FORMAT NO: HSEP:14-F09 REV NO.: 00 PAGE NO. 01 OF 03 |
| | INSPECTION OF CRANES AND WINCHES | |
| Name of Site : | | |
| Name of Sub-Contractor : | | |
| Inspected by : | | |
| Date of Inspection: | | |

Crane Reg. No (Make/Model) _____

Name of Driver/Operator _____

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

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

FORMAT NO: HSEP:14-F09

REV NO.: 00

PAGE NO. 2 OF 03

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

WINCH

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

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


FORMAT NO: HSEP:14-F09

REV NO.: 00

PAGE NO. 3 OF 03


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

Signature of Site I/C of subcontractor :

| | | |
|---|-------------------------------------|--|
|  | POWER SECTOR | FORMAT NO: HSEP:14-F10 REV NO.: 00 PAGE NO. 01 OF 02 |
| | INSPECTION OF HEIGHT WORKING | |


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

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

| | | |
|---|-------------------------------------|--|
|  | POWER SECTOR | FORMAT NO: HSEP:14-F10 REV NO.: 00 PAGE NO. 02 OF 02 |
| | INSPECTION OF HEIGHT WORKING | |


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

Signature of Site I/C of subcontractor :

| | | |
|---|--|---|
|  | POWER SECTOR | FORMAT NO: HSEP:14-F11 REV NO.: 00 PAGE NO. 1 OF 02 |
| | INSPECTION OF WELDING AND GAS CUTTING | |


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

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

| | | |
|---|--|---|
|  | POWER SECTOR | FORMAT NO: HSEP:14-F11 REV NO.: 00 PAGE NO. 2 OF 02 |
| | INSPECTION OF WELDING AND GAS CUTTING | |


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

Signature of Site I/C of subcontractor :

| | | |
|---|--|--|
|  | POWER SECTOR | FORMAT NO: HSEP:14-F12 REV NO.: 00 PAGE NO. 01 OF 02 |
| | INSPECTION OF ELECTRICAL INSTALLATION | |


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

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

| | | |
|---|--|--|
|  | POWER SECTOR | FORMAT NO: HSEP:14-F12 REV NO.: 00 PAGE NO. 02 OF 02 |
| | INSPECTION OF ELECTRICAL INSTALLATION | |

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


Signature of Site I/C of subcontractor :

| | | |
|---|-------------------------------|--|
|  | POWER SECTOR | FORMAT NO: HSEP:14-F13 REV NO.: 00 PAGE NO. 01 OF 01 |
| | INSPECTION OF ELEVATOR | |

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

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

| | |
|--|--|
| Signature-Subcontractor/ Subcontractor's Safety Officer | Signature-Site Safety Officer (BHEL) |
|--|--|

| | | |
|---|---------------------------------|---|
|  | POWER SECTOR | FORMAT NO: HSEP:14-F13E REV NO.: 00 PAGE NO. 01 OF 01 |
| | Inspection of Excavation | |
| Name of Site : | | |
| Name of Sub-Contractor : | | |
| Inspected by : | | |
| Date of Inspection : | | |

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

Signature-Subcontractor/ Subcontractor's Safety Officer

Signature-Site Safety Officer (BHEL)

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

FORMAT NO: HSEP:14-F14

REV NO.: 00

PAGE NO. 1 OF 02

Sub: MEMO for Penalty for non-compliances in Safety

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

Safety Area

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

Legend: -

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

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

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

FORMAT NO: HSEP:14-F14

REV NO.: 00

PAGE NO. 2 OF 02

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

Penalty imposed:

1, Rate as per above chart _____

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

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


Signature:

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

Name _____

Name _____

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

| | | |
|---|-------------------------|------------------------|
|  | POWER SECTOR- HQ | FORMAT NO: HSEP:14-F15 |
| | Incident Report | REV NO.: 00 |
| (To be submitted within 24 hours of time of incident) | | PAGE NO. 01 OF 01 |

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

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

POWER SECTOR


FORMAT NO: HSEP:14-F30

REV NO.: 00

PAGE NO. 01 OF 3

**Format for Monthly HSE Planning & Review****Note: This is a template and can be modified in consultation with BHEL**

| Name of the Site | | Name of the Subcontractor | |
|--|--|---|--------------------------------|
| Scope of Work | | Date | |
| PART- A: PLAN OF HSE ACTIVITIES FOR THE MONTH OF..... | | | PART-B: REVIEW ON |
| SN. | Description of HSE Activity & Formats | Plan & Targets for the month | Review |
| 1 | Availability of First Aid Box at Required Places and Inspection thereof as per Format: Fo1 | Areas 1. | |
| 2 | Health check-up as per Format: Fo2 | Health check-up for Nos 1. New inductees 2. Drivers & Operators 3. Workers in following high risk areas: a. ... | |
| 3 | Induction training of newly joined workers as per Format: Fo3 | Minimum No. of workers: | |
| 4 | Toolbox talks (TBT) conducted before start of work as per Format: Fo4 | Locations of TBTs & No. of workers 1. ... | |
| 5 | PPE usage and issue as per Format: Fo6 | | |
| 6 | Inspection of T&Ps as per Format: Fo7 | List of T&Ps to be inspected 1. | |
| 7 | Identification & Inspection Status of T&Ps as per Format: Fo8 | | |
| 8 | Inspection of Cranes & Winches as per Format: Fo9 | List of Cranes & Winches & Nos. 1. ... | |
| 9 | Inspection of Height Working as per Format: F10 | Areas: 1. ... | |
| 10 | Inspection of Welding & Gas Cutting operations as per Format: F11 | Areas: 1. ... | |
| 11 | Inspection of Electrical Installations as per Format: F12 | Locations: 1. ... | |
| 12 | Inspection of Elevators (as applicable) as per Format: F13 | Locations: 1. ... | |
| 13 | Inspection of Excavation as per Format: F13E | Locations: 1. ... | |

|  | POWER SECTOR | | FORMAT NO: HSEP:14-F30 REV NO.: 00 PAGE NO. 02 OF 3 | |
|--|---|--|---|--------|
| Format for Monthly HSE Planning & Review | | | | |
| SN. | Description of HSE Activity & Formats | Plan & Targets for the month | | Review |
| 14 | Job Safety Analysis as per Format F32B | Activities: 1. ... | | |
| 15 | Regular Job Specific Training (Re-training) for workers involved in hazardous activities | Topics/ Hazards & No. of workers 1. ... | | |
| 16 | Mass housekeeping (HK) drive in work areas | Areas 1. ... | | |
| 17 | Vertigo Test of Height workers | Minimum No. of workers: | | |
| 18 | Deployment of qualified HSE Officers as per contract | Location(s) & Nos. 1. ... | | |
| 19 | Deployment of qualified HSE Stewards as per contract | Location(s) & Nos. 1. ... | | |
| 20 | Deployment of Safety tools & Equipment (Safety Nets, Lifelines, Fall arrestors, Man-cages, flashback arrestors, scaffolding etc.) | Tool/ Equipment & Location 1. ... | | |
| 21 | Safety Walks by site in charge of agency (4 -Weekly once) | Dates: | | |
| 22 | Safety walks by departmental head (8-Weekly twice) | Dates: | | |
| 23 | Availability/ deployment of Safety posters/ placards/ signage at strategic locations | Locations: | Nos. | |
| 24 | Provision of clean drinking water sources for workers | Locations: | Nos. | |
| 25 | Provision of toilets for workers (separate for male & female workers) | Locations: | Nos. | |
| 26 | Rest sheds for workers during lunchtime, rain, dust storm etc. | Locations: | Nos. | |
| 27 | Availability of following in Labor colony | 1. Clean drinking water 2. Toilets 3. Cleanliness & Hygiene 4. Grass cutting, 5. Fogging 6. Electrical Inspection ... | | |



POWER SECTOR

Format for Monthly HSE Planning & Review

FORMAT NO: HSEP:14-F30

REV NO.: 00

PAGE NO. 03 OF 3

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

| PLAN | | REVIEW | |
|------------------------|----------------------|------------------------|----------------------|
| Agency Name: | BHEL Name: | Agency Name: | BHEL Name: |
| Sign: | Sign: | Sign: | Sign: |
| Date: | Date: | Date: | Date: |



POWER SECTOR

Job Safety Analysis Format

FORMAT NO: HSEP:14-F32B

REV NO.: 00

PAGE NO. 01 OF 1

| | |
|---------------------------|--|
| Name of the Site | |
| Name of the Subcontractor | |
| Activity, Area | |

| HAZARDS | PRECAUTIONS |
|---------|-------------|
| | |

| | | | | | | |
|--------|------------------------------|--|------------------------------------|--|---------------------------|--|
| (Name) | Submitted By (Agency HSE) | | Reviewed By (BHEL Execution) | | Approved By (BHEL HSE) | |
| (Sign) | | | | | | |
| (Date) | | | | | | |

**Checklist for Evaluation of HSE Performance**

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



Checklist for Evaluation of HSE Performance

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



SAFETY WORK CLEARANCE

TENDER NO. PSER/SC/1/MIS-02046/20

| |
|------------------------------|
| Permit no. _____ |
| Emergency Contact Nos: _____ |

| |
|----------------------|
| Project: _____ |
| Subcontractor: _____ |

BURNING/WELDING /HOT WORK PERMIT

Area : _____ Date: _____ Time: _____

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

Name of Work Performing Contractor: _____

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

Description of Work: _____

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

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

The following precautions are to be taken:

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

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

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

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

Name of BHEL Safety Representative: _____ Sign: _____

I understand the precaution to be taken as described above and as per project requirement and hereby confirm that work will be executed under my supervision by following all precaution and Safety Rules.

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

Permit Cancellation:

I hereby declare that the work is complete, all workers under my control have been withdrawn and the site restored to safe tidy condition.

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

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

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

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

| | | |
|-----------------------|---------------------------|-------------------------|
| Original at BHEL site | Second Copy – BHEL SAFETY | Third Copy : Contractor |
|-----------------------|---------------------------|-------------------------|



SAFETY WORK CLEARANCE

TENDER NO. PSER/SC/1/MIS-02046/20

| |
|------------------------------|
| Permit no. _____ |
| Emergency Contact Nos: _____ |

| |
|----------------------|
| Project: _____ |
| Subcontractor: _____ |

LIFTING ACTIVITY PERMIT

Area : _____ Date: _____ Time: _____

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

Performing Contractor: _____

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

Description of Work: _____

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

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

The following precautions are to be taken:

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

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

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

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

Name of BHEL Safety Representative: _____ Sign: _____

I understand the precaution to be taken as described above and as per project requirement and hereby confirm that work will be executed under my supervision by following all precaution and Safety Rules.

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

Permit Cancellation:

I hereby declare that the work is complete, all workers under my control have been withdrawn and the site restored to safe tidy condition.

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

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

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

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

| | | |
|-----------------------|---------------------------|-------------------------|
| Original at BHEL site | Second Copy – BHEL SAFETY | Third Copy : Contractor |
|-----------------------|---------------------------|-------------------------|



SAFETY WORK CLEARANCE

TENDER NO. PSER/SC/1/MIS-02046/20

| |
|------------------------------|
| Permit no. _____ |
| Emergency Contact Nos: _____ |

| |
|----------------------|
| Project: _____ |
| Subcontractor: _____ |

WORKING AT HEIGHT PERMIT

Area : _____ Date: _____ Time: _____

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

Performing Contractor: _____

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

Description of Work: _____

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

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

The following precautions are to be taken:

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

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

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

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

Name of BHEL Safety Representative: _____ Sign: _____

I understand the precaution to be taken as described above and as per project requirement and hereby confirm that work will be executed under my supervision by following all precaution and Safety Rules.

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

Permit Cancellation:

I hereby declare that the work is complete, all workers under my control have been withdrawn and the site restored to safe tidy condition.

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

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

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

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

| | | |
|-----------------------|---------------------------|-------------------------|
| Original at BHEL site | Second Copy – BHEL SAFETY | Third Copy : Contractor |
|-----------------------|---------------------------|-------------------------|



**VOLUME-III
PRICE SCHEDULE, REV-00**

RATE CONTRACT FOR PROVIDING SAFETY MANAGEMENT SERVICES ALONG WITH MANPOWER FOR STRENGTHENING OF SAFETY CULTURE AND EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT DIFFERENT PROJECT SITES OF BHEL POWER SECTOR.

TENDER NO. PSER:SCT:MIS-Q2046:20

PREAMBLE

| SL NO | DESCRIPTION |
|-------|--|
| 1 | This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully before filling in rate. Clauses under this preamble shall be read in conjunction with Volume-I, Volume-II & ID and other tender sections as applicable and shall have precedence over any contrary statement mentioned any where in this document. |
| 2 | The work shall be carried out as per specifications, the description of the items in this schedule and/or Engineer's instructions. |
| 3 | Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer. |
| 4 | Unless specifically mentioned otherwise in the tender document, the tenderer shall quote for the complete items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, constructional plants, temporary works, labour, dismantling of structures & other misc. equipment, strengthening of roads / culverts/bridges etc. including arranging all clearances etc. required for carrying out different activities & tests, materials, levies (excluding GST & BOCW Cess, as applicable), transport, layout, repairs, rectification, maintenance till handing over, supervisions, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the complete tender document and this schedule. GST & BOCW Cess shall be payable extra, as applicable. |
| 5 | The quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary to any extent or be deleted altogether. The quoted rates of each item will remain firm throughout the Contract period, for reasons whatsoever, as long as variation in the total value of work executed under any part of this contract including extra items, if any but excluding any price variation remains, within thirty percent ($\pm 30\%$) of the awarded price as per LOI. |
| 6 | Prior written approval of BHEL shall be sought by the contractor in case quantity variation of any item crosses +50% (plus fifty percent) limit during execution and approval to be obtained before execution of further quantity for this item. |
| 7 | The rates quoted shall be inclusive of cleaning of site of any vegetation, dressing, clearing of old structures and leveling etc. required for commencement of site activities. No separate payment will be made towards the same. However, if separate rate for such item is available in the rate schedule, the same shall be considered. |
| 8 | Rate shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language. |
| 9 | All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up. |
| 10 | The tender shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site. |
| 11 | Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them, BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified / altered by them. Also putting any comments instead of rates/price in the designated column of the rate schedule shall make the offer liable for rejection. |
| 12 | Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections / volumes of the contract. |
| 13 | No interest, whatsoever, shall be payable by BHEL on the security deposit, any bank guarantee submitted or any amount due to successful bidder / contractor. |
| 14 | Items of work provided in this schedule but not covered in the specifications shall be executed strictly as per instructions of the Engineer. |
| 15 | Engineers decision shall be final and binding on the contractors regarding clarification of items in this schedule with respect to the other section of the contract. |

| VOLUME-III PRICE SCHEDULE, REV-00 | | | |
|--|---|---------------------------------------|--|
| RATE CONTRACT FOR PROVIDING SAFETY MANAGEMENT SERVICES ALONG WITH MANPOWER FOR STRENGTHENING OF SAFETY CULTURE AND EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT DIFFERENT PROJECT SITES OF BHEL POWER SECTOR. | | | |
| TENDER NO. PSER:SCT:MIS-Q2046:20 | | | |
| SCH-1 - TOTAL PRICE | | | |
| SL NO | DESCRIPTION | PRICE SCHEDULE REF | TOTAL PRICE (IN INR) |
| 1.0 | TOTAL PRICE OF SCHEDULE - 2 FOR PROVIDING SAFETY MANAGEMENT SERVICES ALONG WITH MANPOWER FOR STRENGTHENING OF SAFETY CULTURE AND EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT DIFFERENT PROJECT SITES OF BHEL POWER SECTOR ON FIXED MONTHLY RATE CONTRACT BASIS | SCHEDULE- 2 - BREAK UP OF TOTAL PRICE | <u>IN FIGURES:-</u> <u>IN WORDS:-</u> |
| NOTE | | | |
| 1.0 | Taxes & duties shall be as per SCC. | | |
| 2.0 | Bidder shall quote GRAND total price of SCHEDULE-2 at Sl. No 1.0 above, All other amounts / rates of each item of works in respective schedules / parts will be derived based on allocated percentages. As such, any uncalled figure/ amount noted at any other place / schedule of Volume-III will not be reckoned & will stand null & void. | | |
| 3.0 | Bidder to note that GRAND Total price at sl. no. 1.0 above shall be considered for evaluation & awarding. As such grand total price should be complete in all respect for the full scope defined and considering all terms and conditions. Non-Schedule items shall not be considered for evaluation. | | |
| 4.0 | Based on the itemwise percentage allocations, the amount for the individual items of the SCHEDULE - 2 shall be arrived at. The rates of individual items shall be derived from the amount against each items after rounding off. However, RA bill payment shall be done after rounding off the gross amount to two decimal points. Any adjustment, if required, due to such methodology, will be effected / adjusted in final bill. | | |
| 5.0 | Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per Sl. No. 3.0 above. | | |
| 6.0 | Any item as per scope of work, if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection. | | |
| 7.0 | Price format shall not be changed by bidder in any case and it may lead to cancellation of their offer. | | |
| 8.0 | The quoted price shall be all inclusive F.O.R. Site price, but excluding GST & BOCW Cess. GST & BOCW Cess shall be payable extra, as applicable. | | |
| 9.0 | The quantity of items may vary during execution mainly due to actual requirement etc. The unit rates work out from the overall amount quoted & accepted by BHEL shall be considered and no separate unit rates shall be allowed. Unit rates shall be valid throughout the contract period. | | |

VOLUME-III
PRICE SCHEDULE, REV-00

RATE CONTRACT FOR PROVIDING SAFETY MANAGEMENT SERVICES ALONG WITH MANPOWER FOR STRENGTHENING OF SAFETY CULTURE AND EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT DIFFERENT PROJECT SITES OF BHEL POWER SECTOR.

TENDER NO. PSER:SCT:MIS-Q2046:20

SCHEDULE- 2 : PRICE BREAK UP

| SL No. | DESCRIPTION | UNIT | QUANTITY | WEIGHTAGE |
|--------|--|-----------|----------|-------------------|
| | PROVIDING SAFETY MANAGEMENT SERVICES ALONG WITH MANPOWER FOR STRENGTHENING OF SAFETY CULTURE AND EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT DIFFERENT PROJECT SITES OF BHEL POWER SECTOR ON FIXED MONTHLY RATE CONTRACT BASIS | | | |
| 1 | Gap assessment and alignment workshop | Lumpsum | 7 | 0.01846276 |
| 2 | Leadership boot camp | Lumpsum | 7 | 0.00698849 |
| 3 | Safety Manager | Man-Month | 156 | 0.11442491 |
| 4 | Scaffolding Specialist | Man-Month | 150 | 0.09006963 |
| 5 | Rigging Specialist | Man-Month | 156 | 0.09366176 |
| 6 | Excavation Safety Specialist | Man-Month | 108 | 0.06484276 |
| 7 | Electrical Safety Specialist | Man-Month | 108 | 0.06363367 |
| 8 | Safety Trainer | Man-Month | 150 | 0.08326033 |
| 9 | Safety Engineer | Man-Month | 528 | 0.21535818 |
| 10 | Safety Analyst | Man-Month | 144 | 0.06438628 |
| 11 | Work-At-Height Specialist | Man-Month | 120 | 0.07203522 |
| 12 | Monthly Hand holding | Number | 126 | 0.06261689 |
| 13 | EHS Software | Lumpsum | 7 | 0.01851652 |
| 14 | Quarterly Audit | Number | 50 | 0.03174260 |
| | TOTAL | | | 1.00000000 |