

TENDER SPECIFICATION BHEL PSSR SCT 1857

Package – A and Package – B

for

Civil works to carry out ground improvement compaction piles

in various structures of CHP & AHP

including supply of all materials, labour, Tools & Plants

At

2X660MW Ennore SEZ Supercritical Thermal Power Project,

Ash Dyke of NCTPS, TAMIL NADU

VOLUME –I BOOK – I

TECHNOCOMMERCIAL BID - Consists of Book- I & Book- II

Book- I Consists of

- **Notice Inviting Tender**
- **Volume-IA: Technical Conditions of Contract**

Book-II consists of

- **Volume-IB: Special conditions of Contract,
Rev 01 dated 1st June 2012
Amendment 01 dated 1st October, 2015**
- **Volume-IC: General conditions of Contract
Rev 01 dated 1st June 2012,
Amendment 03 dated 1st October, 2015**
- **Volume-ID: Forms & Procedures
Rev 01 dated 1st June 2012
Amendment 01 dt 1st October, 2015**



BHARAT HEAVY ELECTRICALS LIMITED

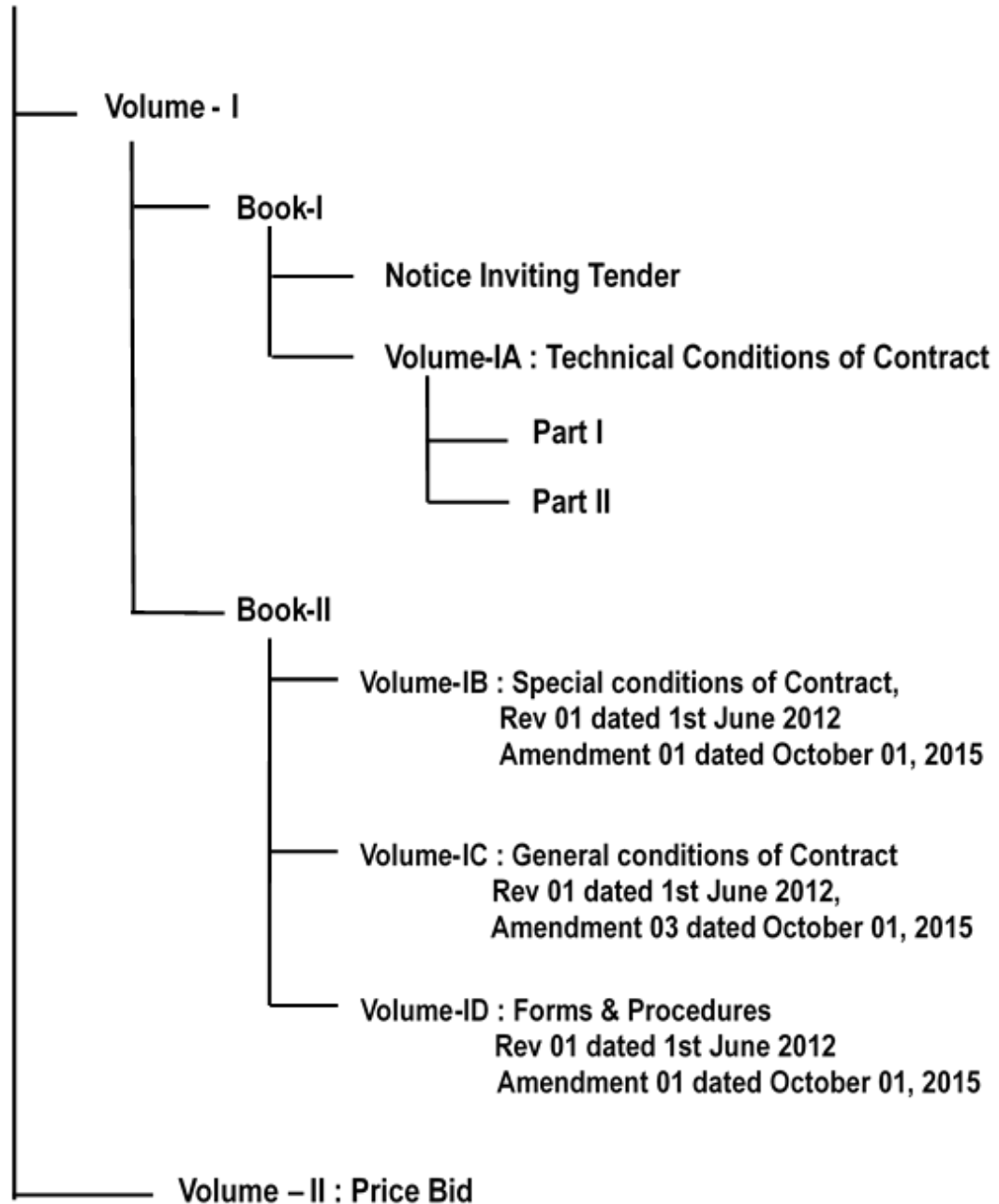
(A Government of India Undertaking)

Power Sector – Southern Region

690, Anna Salai, Nandanam, Chennai – 600 035

TENDER SPECIFICATION CONSISTS OF

Tender Specification





NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



NOTICE INVITING TENDER (NIT)
Submission only through E-Procurement Portal
<https://www.bhel.abcprocure.com>

Note: Bidder may download Tender Documents from web sites

To

Dear Sir / Madam

Sub: NOTICE INVITING TENDER

This tender shall be under category of National Competitive Bidding (NCB).

Online Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) **through E-Procurement Portal <https://www.bhel.abcprocure.com> only**, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

Sl. No	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHEL PSSR SCT 1857	
ii	Broad Scope of job	Package – A and Package – B for Civil works to carry out ground improvement compaction piles in various structures of CHP & AHP including supply of all materials, labour, Tools & Plants at 2X660MW Ennore SEZ Supercritical Thermal Power Project at Ash Dyke of NCTPS, Tamilnadu	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	Applicable
B	Volume-IB	Special Conditions of Contract (SCC) Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015	Applicable
C	Volume-IC	General Conditions of Contract (GCC) Rev. 01 Dt. 01 Jun 2012 Amendment 03 dated October 01, 2015	Applicable

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D	Volume-ID	Forms and Procedures Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015	Applicable
E	Volume-II	Price Schedule (Absolute value).	Applicable
iv	Issue of Tender Documents	1. This is an E-tender floated online through our E-Procurement Portal https://www.bhel.abcprocure.com 2. Sale Start: September 26, 2019 3. From BHEL website (www.bhel.com → Tender Notifications): Tender documents for bidder's reference can be downloaded from this website till due date of submission.	Applicable
v	Due Date & Time of Offer Submission	Date : October 17, 2019, Time : 15:00 Hrs The bidder should submit their offer online in e-Procurement portal at https://www.bhel.abcprocure.com Offers are invited in two-parts only. Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website. Hard copy bid or bids through E-mail / fax shall not be accepted.	Applicable
vi	Opening of Tender	Date : October 17, 2019, Time :15.30 Hrs 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. (2) Bidder may depute representative to witness the opening of tender	Applicable
vii	EMD Amount	Rs 42,00,000/- (Rupees Forty Two lakh only) - Refer Volume-I A Part-II Chapter-1 of Technical Conditions of Contract (Volume-I Book-I) for mode of payment of Earnest Money Deposit (EMD) - EMD Exemption for MSEs is not applicable for this tender. - One time EMD not applicable for this tender.	Applicable
viii	Cost of Tender	Rs 2000/- (Rupees Two thousand only)	Applicable

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ix	Last Date For Seeking Clarification	Bidders may submit their queries in https://www.bhel.abcprocure.com at least 7 days before the due date of offer submission or two days before the scheduled date of pre-bid meeting whichever is earlier along with soft version also, addressing to undersigned & to others as per contact address given above.	Applicable		
x	Schedule of Pre Bid Discussion (PBD)	Date: October 04, 2019, Time 11.00AM at BHEL:PSSR:Chennai-35	Applicable		
xi	Integrity Pact & Details of Independent External Monitor (IEM)	<p>Integrity Pact (IP)</p> <p>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.</p> <table border="1" style="width: 100%;"> <tr> <td style="padding: 5px;"> Shri Arun Chandra Verma, IPS (Retd.) Flat No. C -1204, C Tower, Amrapali Platinum Complex, Sector 119 Noida (U.P.) E mail: acverma1@gmail.com </td> </tr> <tr> <td style="padding: 5px;"> Shri Virendra Bahadur Singh, IPS (Retd.) H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010 E mail: vbsinghips@gmail.com </td> </tr> </table> <p>b) The IP as per format given at Volume-I A Part-II Chapter-8 of Technical Conditions of Contract (Refer Volume-I Book-I) of this tender is to be submitted (duly signed by the authorized signatory) along with Techno Commercial 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.</p> <p>Please refer section- 8 of the IP (refer the format given at Volume-I A Part-II Chapter-8 of</p>	Shri Arun Chandra Verma, IPS (Retd.) Flat No. C -1204, C Tower, Amrapali Platinum Complex, Sector 119 Noida (U.P.) E mail: acverma1@gmail.com	Shri Virendra Bahadur Singh, IPS (Retd.) H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010 E mail: vbsinghips@gmail.com	Applicable
Shri Arun Chandra Verma, IPS (Retd.) Flat No. C -1204, C Tower, Amrapali Platinum Complex, Sector 119 Noida (U.P.) E mail: acverma1@gmail.com					
Shri Virendra Bahadur Singh, IPS (Retd.) H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010 E mail: vbsinghips@gmail.com					

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		<p>Technical Conditions of Contract) for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p>Note: No routine correspondence shall be addressed to the IEM (Phone / Post / E mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. shall be posted in https://www.bhel.abcprocure.com. Any other queries may be addressed directly to the tender issuing (Procurement) department as mentioned below:</p> <p>Name- Shri Shailendra Kumar Phone- +91 44 28286835 Email - athanerey@bhel.in</p> <p>Name –Shri Sethuraman S. P. Phone- +91 44 24330209 / 28286764 Email - Sethu_sp@bhel.in</p> <p>Name – Shri. Sandipan Biswas Phone- +91 44 28286757 Email - bsandipan@bhel.in.</p>	
xii	Latest updates	<p>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), and portal https://www.bhel.abcprocure.com. Bidders to keep themselves updated with all such information. This also form part of tender hence the same shall be enclosed with their offer.</p>	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, 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.**

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- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender inline with mode of payment applicable to EMD as mentioned in Vol-1A Part-II Chapter-1 of Technical Conditions of Contract (Volume-I, Book-I) under the heading 'Modes of deposit of EMD'.
- 4.0 Unless specifically stated otherwise, bidder shall deposit **Earnest Money Deposit (EMD) as mentioned in Volume IA, Part-II, Chapter-1** of Technical Conditions of Contract (Volume-I Book-I). Please note that 'One Time EMD' shall not be considered. For mode of payment of EMD, bidder shall refer Vol-1A Part-II Chapter-1 of Technical Conditions of Contract (Volume-I Book-I). **It is to be noted that proof of remittance for EMD shall be made available at BHEL PSSR Office prior to tender opening. One time EMD is not applicable.**
- 5.0 **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement portal <https://www.bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement portal at <https://www.bhel.abcprocure.com>. Hard copy bid or bids through email/ fax shall not be accepted.

I. Pre-requisite for Offer Submission:-

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION) and you are requested to procure the same immediately, if not presently available with you.

The Tenderer should own and use the Digital Signature Certificate (Class 3 – SHA2 – 2048 BIT – Signing & Encryption) (DSC) issued on behalf of their / his - firm/organization/company/proprietor. Tenderer to register with E-Procurement Portal <https://www.bhel.abcprocure.com> with their DSC.

Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying Authority may be obtained from "**Bidder Manual**", as available in <https://www.bhel.abcprocure.com>.

II. Digital Signing of e-Tender

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

i) The Requirement:

- a. A PC with Internet connectivity.

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- b. DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT-SIGNING & ENCRYPTION)

III. Details of **E-procurement service Provider**:-

The contact details of the service provider are given below:

e-Procurement Technologies Limited (abcProcure),
B-704 / 705, Wall Street - II, Opp. Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad - 380 006, Gujarat (India)

Timing:

Monday to Friday: Indian Standard Time (+5:30 GMT):10:00 AM - 07:00 PM

Saturday : Indian Standard Time (+5:30 GMT): 10:00 AM - 04:00 PM

Contact: +91 79 68136819 / 809 / 862 / 867 / 823 / 872 / 842

E-Mail: bhel.support@abcprocure.com

Further contact details can be obtained by visiting the following webpage:

<https://www.bhel.abcprocure.com/EPROC/contactus>

IV. **Documents Comprising the e-Tender**

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

i) **Technical Tender (Un priced Tender)**

Bidders shall furnish the following information along with technical bid (preferably in pdf format):

- i). Tender Cost and Earnest Money Deposit (EMD) furnished in accordance with **Clause 3.0 & 4.0. of NIT.**
- ii). All Technical details (eg. Eligibility Criteria requested, Technical Conditions of Contract) should be attached in e-tendering module **(As detailed in Clause 6.0 below)**, failing which the tender stands invalid & may be REJECTED.

ii) **Price Bid:**

- a. Prices are to be quoted as per the Price Bid format attached online on E-tender portal.
- b. The price should be quoted for the accounting unit indicated in the e-tender document.
- c. The item description, Quantity and Unit of measurement, as mentioned in Price bid uploaded by BHEL and subsequent revisions issued by BHEL, shall be binding on the bidder.

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Note:

- i). It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- ii). A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- iii). A tender, which does not fulfil any of the above requirements and / or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.
- iv). In case offer is sent through hard copy / fax / telex / cable / electronically in place of e-tender, same shall not be considered.
- v). **Vendors are also requested to go through Bidder Manual for BHEL Bidders available on <https://www.bhel.abcprocure.com>**

V. DO NOT'S (Don'ts)

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy / fax / telex / cable / electronically in place of e-tender, the same shall not be considered.

6.0 DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING in E-PROCUREMENT PORTAL <https://www.bhel.abcprocure.com> SHALL BE AS DETAILED BELOW:

Sl. No	Description	Remarks
	Techno-Commercial Bid CONTAINING THE FOLLOWING:-	
i.	Covering letter / Offer forwarding letter of Tenderer.	To be uploaded under the form Techno-commercial Bid.
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under Sl. No (i) above. Note: 1. 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 along with document under Sl. No (i)	

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	<p>above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>2. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <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 / annexure / schedules / drawing etc. as required in line with Pre-Qualification criteria. (Technical & Financial)</p> <p>As detailed in Clause No. 25 of NIT, It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact phone no, FAX no, etc.</p>		
iv.	All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc pertinent to this NIT.	To be uploaded under the form Techno-commercial Bid.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory) (As applicable)		
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification / NIT		
vii.	Notice inviting Tender (NIT)		
viii.	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc		
ix.	Volume – I B : Special Conditions of Contract (SCC)		
x.	Volume – I C : General Conditions of Contract (GCC)		
xi.	Volume – I D : Forms & Procedures		
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item		
xiii.	Any other details preferred by bidder with proper indexing.		
<p>Caution to Bidders: - The duly signed & stamped copies of Volume – I Book I & Volume I Book-II are to be attached in their respective sections. For any further queries, refer "Bidder Manual for BHEL Bidders" available at https://www.bhel.abcprocure.com</p>			

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	PRICE BID shall be as mentioned below:	
	Price / Total Amount corresponding to the total works as specified in 'Part-C: Bill of Quantities' in Volume II – PRICE BID (latest Revision) shall be quoted in the <u>Price Bid Form</u> available in e-Procurement portal. Bidders to note that documents uploaded under the form Price Bid shall be considered for commercial evaluation of offer only if they are in above format	To be uploaded under the form Price Bid. Refer "Bidder Manual for BHEL Bidders" available at https://bhel.ab.cprocure.com

SPECIAL NOTE:

- i) All documents / annexures submitted with the offer shall be properly attached / entered / uploaded in the respective sections. BHEL shall not be responsible for any missing documents.
 - ii) Your offer & documents submitted along with offer shall be signed & stamped in each page by your authorized 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.
- 7.0 Deviation with respect to tender clauses and additional clauses / suggestions / in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 **ASSESSMENT OF CAPACITY OF BIDDERS:**

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

- I. **LOAD**: Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3rd Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -
(**Note:** For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

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Total number of Packages in hand = Load (P)

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

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

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

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

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

- a) $P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (i.e. $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)
- b) Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2, T_3 for package P_3 , etc. for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (i.e. $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)

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- c) Sum 'S₁' of 'Monthly Performance Evaluation' Scores (S₁₋₁, S₁₋₂, S₁₋₃, S₁₋₄, S₁₋₅.... S_{1-T1}) for similar package P₁, for the 'period of assessment' 'T₁' (i.e. S₁ = S₁₋₁+ S₁₋₂+ S₁₋₃+ S₁₋₄+ S₁₋₅+...S_{1-T1}). Similarly, S₂ for package P₂ for period T₂, S₃ for package P₃ for period T₃ etc. for the tendered scope for all Regions. Now calculate cumulative sum 'S_T' of 'Monthly Performance Evaluation' Scores for total similar Packages 'P_T' for all Regions (i.e. 'S_T'= S₁+ S₂+ S₃+ S₄+ S₅+.... S_N.)
- d) **Overall Performance Rating 'R_{BHEL}' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

$$\begin{aligned}
 & \text{Aggregate of Performance scores for all similar packages} \\
 & \text{in all the Regions} \\
 = & \text{-----} \\
 & \text{Aggregate of months for each of the similar packages} \\
 & \text{for which performance should have been evaluated in all} \\
 & \text{the Regions} \\
 & S_T \\
 = & \text{-----} \\
 & T_T
 \end{aligned}$$

- e) Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.
- f) Table showing methodology for calculating 'a', 'b' and 'c' above

Sl. No.	Item Description	Details for all Regions							Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P ₁	P ₂	P ₃	P ₄	P ₅	...	P _N	Total No. of similar packages for all Regions = P _T i.e. Sum (Σ) of columns (iii) to (ix)

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Sl. No.	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages (as in row 1)	T ₁	T ₂	T ₃	T ₄	T ₅	...	T _N	Sum (Σ) of columns (iii) to (ix) = T _T
3	Monthly performance scores for the corresponding period (as in Row 2)	S ₁₋₁ , S ₁₋₂ , S ₁₋₃ , S ₁₋₄ , ... S _{1-T1}	S ₂₋₁ , S ₂₋₂ , S ₂₋₃ , S ₂₋₄ , ... S _{2-T2}	S ₃₋₁ , S ₃₋₂ , S ₃₋₃ , S ₃₋₄ , ... S _{3-T3}	S ₄₋₁ , S ₄₋₂ , S ₄₋₃ , S ₄₋₄ , ... S _{4-T4}	S ₅₋₁ , S ₅₋₂ , S ₅₋₃ , S ₅₋₄ , ... S _{5-T5}	S _{N-1} , S _{N-2} , S _{N-3} , S _{N-4} , ... S _{N-TN}	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S ₁	S ₂	S ₃	S ₄	S ₅	...	S _N	Sum (Σ) of columns (iii) to (ix) = S _T

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

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

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

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

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

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

III. ‘Assessment of Capacity of Bidder’:

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

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

Note:

- i). In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number
- ii). For $R_{BHEL} = 60$, $P_{Max} = '1'$
- iii). For $R_{BHEL} \geq 80$, there will be no upper limit on P_{Max}

The Bidder shall be considered ‘Qualified’ as per ‘Assessment of Capacity of Bidder’ for the subject Tender if $P \leq P_{Max}$
(Where P is calculated as per clause ‘i’ above)

Note: For the transition period of 1 year (i.e. for all the NITs floated between 11th May 2019 to 10th May 2020), in addition to above, ‘Assessment of Capacity of Bidder’ shall also be calculated considering ‘performance scores’ till 36 months as per Sl. no II ii).

Higher of the results obtained out of both shall be considered for ‘Assessment of Capacity of Bidder’.

IV. Explanatory note:

- i). Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle

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Piping (i.e. the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl.no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above.

ii). Identified Packages (Unit wise)

Table-1

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

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

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

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

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

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evaluation in BHEL PS Regions.

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

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

- iv). Consequent upon applying the criteria of ‘Assessment of Capacity of Bidders’ detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than four, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are “not qualified” as per criteria of ‘Assessment of Capacity of Bidders’ and for this, procedure described in following three options shall be followed:
- a) All the bidders having Overall Performance Rating (R_{BHEL}) ≥ 60 shall be considered qualified against criteria of ‘Assessment of Capacity of Bidders’.
 - b) If even after using option “a”, the number of qualified bidders remains less than four, then in addition to bidders considered as per option “a”, “First timer” bidders having average of available performance scores ≥ 60 upto and including the Cut Off month shall also be considered qualified against criteria of ‘Assessment of Capacity of Bidders’.
 - c) If even after using option “a” and “b”, the number of qualified bidders remains less than four, then in addition to bidders considered as per option “a” and “b”, “First timer” bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of ‘Assessment of Capacity of Bidders’.

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

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- v). 'Under execution' shall mean works in progress as per the following:
- a. Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
 - b. Up to Steam Blowing in case of Boiler/ESP/Piping Packages
 - c. Up to Synchronization in all Balance Packages

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

- vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
- vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 25th of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
- viii). Project on Hold due to reasons not attributable to bidder -
- a. **Short hold:** Evaluation shall not be applicable for this period; however, Loading will be considered.
 - b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.

10.0 Performance evaluation in Clause 9 above is applicable to Prime bidder and consortium partner (or Technical tie up partner) for their respective scope of work.

11.0 Since the job shall be executed at site, bidders must visit site / work area and study the job content, facilities available, availability of materials, prevailing

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- site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 12.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, 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.
- 13.0 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.
- 14.0 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.
- 15.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 16.0 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 (1) above.**
- 17.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the pre-qualification criteria specified in this NIT as per Annexure-1 (as applicable) past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right NOT to consider offers of parties under HOLD.
- 18.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price

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bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful / Disqualified bidders under intimation to the respective bidders.

- 19.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 20.0 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.

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 L1 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 L1 bidder has quoted higher in online sealed 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).

- 21.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 22.0 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.

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- 23.0 Void
- 24.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 25.0 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.
- 26.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 27.0 The offers of the bidders who are under suspension 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 web site "<http://www.bhel.com> → tender notification".
- 28.0 It may be noted that guidelines / rules in respect of 'Suspension of Business dealings' available on BHEL web site "<http://www.bhel.com> → Supplier Registration", 'Vendor evaluation format', Quality, Safety & HSE guidelines', etc. may undergo change from time to time and the latest one shall be followed.
- 29.0 The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 30.0 Integrity commitment, performance of the contract and punitive action thereof:
- 30.1 Commitment by BHEL:
BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 30.2 Commitment by Bidder / Supplier / Contractor:
- 30.2.1 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.
- 30.2.2 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

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the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

30.2.3 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.

30.3 If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the 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 <http://www.bhel.com> and / or under applicable legal provisions.

31.0 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.

32.0 For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated June 15, 2017, May 28, 2018 & May 29, 2019 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.

33.0 **Mode of award of work:**

33.1 The entire scope of indented work is being split into two equal packages (package-A and Package-B) and will be awarded to two agencies. BOQ/Rate Schedule enclosed in this tender is for one package (package-A) only and the quantity of the second package (Package-B) is same of Package-A.

33.2 Price Bid will be invited only for Package A and the successful bidder against this quote will be awarded the contract for Package A.

33.3 The finalized contractor for Package A will not be eligible for Package B.

33.4 BHEL will award the contract for second package on the same terms and conditions of tender to the next lowest bidder in the order of competitiveness

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who should match their total amount quoted with the total amount for awarded package.

33.5 Thus the work for two packages (Package A & Package B) will be awarded to two agencies.

33.6 In case BHEL, at its discretion opts to go for re-tendering for award of work of Package B, then the bidder who is awarded with the works of Package A shall not be considered.

33.7 Each package will be treated as a separate contract.

34.0 **Order of Precedence:**

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

- a. Amendments / Clarifications / Corrigenda / Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B,
Rev. 01 Dt. 01 Jun 2012, Amendment 01 dated October 01, 2015
- f. General Conditions of Contract (GCC) —Volume-1C
Rev.01 Dt. 01 Jun 2012; Amendment 03 dated October 01, 2015
- g. Forms and Procedures —Volume-1D
Rev. 01 Dt. 01 Jun 2012, Amendment 01 dated October 01, 2015

For and on behalf of BHARAT HEAVY ELECTRICALS LTD

Additional General Manager / SCT

Enclosure

1. Annexure-1: Pre Qualifying criteria.
2. Annexure-2: Check List.
3. Annexure-3: Technical Pre-Qualification Criteria.
4. Annexure-4: Annexure to Pre-Qualifying Criteria.
5. Annexure-5: Tender Schedule.
6. Annexure-6: Declaration for Reverse Auction
7. Other documents as per this NIT.

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ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	Package – A and Package – B for Civil works to carry out ground improvement compaction piles in various structures of CHP & AHP including supply of all materials, labour, Tools & Plants at 2X660MW Ennore SEZ Supercritical Thermal Power Project at Ash Dyke of NCTPS, Tamilnadu
Tender No.	BHEL PSSR SCT 1857

Sl. No.	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Applicable	
B	<u>Technical</u> Refer Annexure-3	Applicable	To be filled in Annexure-4
C: C-1	<u>FINANCIAL</u> Turnover Bidders must have achieved an average annual financial turnover (Audited) of Rs.9,60,00,000.00 (Rs. Nine Crore Sixty lakh) or more over last three Financial Years (FY) i.e, 2015-16, 2016-17 and 2017-18.	Applicable	To be filled in Annexure-4
C-2	Networth Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	Applicable	To be filled in Annexure-4

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C-3	Profit Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1 above based on latest Audited Accounts.	Applicable	To be filled in Annexure-4
C-4	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	Applicable	Undertaking to be enclosed with the offer
D	Assessment of Capacity of Bidder to execute the work as per Sl. No 9 of NIT (if applicable)	Applicable	BY BHEL
E	Approval of Customer (if applicable) Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	Applicable	BY BHEL
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	Applicable	BY BHEL
G	Consortium criteria (if applicable)	Not Applicable	
<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <ol style="list-style-type: none"> Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three. If Financial Statements are not required to be audited statutorily, then instead of audited financial statements are required to be certified by Chartered Accountant. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital* + Reserves. (Net worth is required to be evaluated in case of companies). Note:- (* : Share Capital OR Partnership Capital OR Proprietor Capital as the case may be) 			

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5. C-3:- PROFIT: Shall be PBT earned during any one year of last three financial years as in 'C-1' above.
6. For evaluation of PQR, the credentials of the Bidder alone, and not that of the Group Company shall be considered. Also refer Annexure-3 for further clarity.
7. Completion date for achievement of the technical criteria specified in the Common QR should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.
8. Boiler means HRSG or WHRB or any other types of Steam Generator.
9. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.
10. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG / BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.
11. Scope for Capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine.
12. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.

Note to Bidder:

- a) Authenticity of Credentials submitted by the Bidder against 'Pre-Qualifying Criteria' shall be verified from the Issuing Authority, by BHEL. In case, any credential(s) is / are found to be unauthentic, offer of the bidder is liable to be rejected. BHEL reserves the Right to Initiate any further action as per the "Guidelines for Suspension of Business Dealings with Suppliers / Contractors" (Published in http://www.bhel.com/vender_registration/vender.php) and "Fraud Prevention Policy" (Published in <http://www.bhel.com/home.php>) as applicable.
- b) Bidder shall submit pre-qualification criteria format (Refer Annexure-4), duly filled-in, specifying respective annexure number against each criteria and furnish relevant document inclusive of work order and work completion certificate etc. In the respective annexures in their offer.

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ANNEXURE - 2

CHECK LIST

NOTE: - Tenderers are required to either fill in or submit separately the following details. No column should be left blank.

1	Name and Address of the Tenderer					
2	Details about type of the Firm / Company					
3a	Details of Contact person for this Tender: Name : Mr. / Ms. Designation: Telephone No: Mobile No: Fax No: E-mail ID:					
3b	Details of alternate Contact person for this Tender: Name : Mr. / Ms. Designation: Telephone No: Mobile No: Fax No: E-mail ID:					
4	EMD DETAILS (Remittance of EMD should be in line with Mode of Deposit as detailed in Volume-1A, Part-II, Chapter-1 of Technical Conditions of Contract (Volume-I Book-I))	Sl. No	Ref No.	Detail	Amount	Remarks
5	Validity of Offer	To be valid for six months from due date				
				Applicability (By BHEL)	Bidder Reply	
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I & ANNEXURE-IV) is understood and filled with proper supporting documents referenced in the specified format			Applicable	Yes / No	
7	Submission of Copy of Balance sheet and Audited profit and Loss Account for the last three years			Applicable	Yes / No	
8	Submission of Copy of PAN Card			Applicable	Yes / No	

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9	Whether all pages of the offer documents are signed by the person authorized to sign this offer	Applicable	Yes / No
10	Whether all pages of the Tender documents including annexures, appendices etc., are read understood and signed	Applicable	Yes / No
11	Submission of Integrity Pact	Applicable	Yes / No
12	Submission of Declaration by Authorized Signatory	Applicable	Yes / No
13	Submission of No Deviation Certificate	Applicable	Yes / No
14	Submission of Declaration confirming knowledge about Site Conditions	Applicable	Yes / No
15	Submission of Declaration for relation in BHEL	Applicable	Yes / No
16	Submission of Non-Disclosure Certificate	Applicable	Yes / No
17	Submission of Copy Bank Account Details for E-Payment	Applicable	Yes / No
18	Submission of Capacity Evaluation of Bidder for current Tender	Applicable	Yes / No
19	Submission of Tie Ups / Consortium Agreement are submitted as per format	Not Applicable	Yes / No
20	Submission of Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable	Yes / No
21	Submission of Analysis of Unit rates	Applicable	Yes / No
22	Submission of Unquoted price bid	Applicable	Yes / No
23	Tabular column showing Category- wise, month wise, man power deployment sub package wise planned for the execution of the scope of works.	Applicable	Yes / No
24	Declaration by bidder for price opening through reverse auction (Refer Annexure-6 of Notice Inviting Tender)	Applicable	Yes / No
25	Copy of Organization Chart	Applicable	Yes / No
26	Copy of Registration/ Incorporation certificate, Partnership Deed (Certified by Notary Public) as applicable for firm	Applicable	Yes / No

NOTE :

1. STRIKE OFF 'YES' OR 'NO', AS APPLICABLE.
2. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.
3. For Sl. No. 11 to 21 above, the formats are available in "Volume ID of Volume-I Book-II – Forms and Procedures" and Part-II Volume IA of Volume I Book I of this tender specification.

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

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Annexure 3

B TECHNICAL PRE QUALIFICATION CRITERIA

B.1 Bidder should have executed "Similar work" for any one of the following in the last seven years preceding the latest due date of bid submission

B.1.1 One (1) Similar work of value not less than Rs. **25.60** crore
(OR)

B.1.2 Two (2) Similar works each of value not less than Rs. **16** crore
(OR)

B.1.3 Three (3) Similar works each of value not less than Rs. **12.80** crore

Note for B.1.1. to B.1.3:

a) "Similar works" shall be as per following:

Piling or civil or structure or civil and structural works or RCC Chimney works or RCC cooling tower or RCC silo or Mill bunker or any combination of these.

b) Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission.

$$P = R + \{0.425 \times R \times (X_N - X_0) / X_0\} + \{0.425 \times R \times (Y_N - Y_0) / Y_0\}$$

Where

P= Updated value of work

R= Value of executed work

X_N = All India Avg. Consumer Price index for industrial workers for the month, three months prior to the month of latest date of bid submission (eg. If latest bid submission date is 03-Apr-17, then bid submission month shall be reckoned as April '17 and index for Jan '17 shall be considered).

X_0 = All India Avg. Consumer Price index for industrial workers for last month of work execution.

Y_N = Monthly Whole Sale Price Index for All Commodities for the month, three months prior to the month of latest date of bid submission (eg. If latest bid submission date is 03-Apr-17, then bid submission month shall be reckoned as April '17 and index for Jan '17 shall be considered).

Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution

B.2 The Bidder should have executed following in the last seven years from latest date of bid submission.

Piling or Ground improvement piles works:

a) Executed "Cat-in-situ driven Piles" or "Cast-in-situ bored piles" or" precast

NOTICE INVITING TENDER

plies and its installation at site” or “ground improvement compaction piles/stone columns” or combination any of aforementioned with quantity atleast 36000 rmt(Running meter) in last seven preceding the latest date of submission.

- b) Bidder should have experience of execution of installation of driven cast in-situ RCC piles or driven cast in-situ compaction piles/ stone columns

Note-1: The term “Executed” in PQR B.1, B.2 above means: the bidder should have achieved the criteria specified in the PQR even if the contract has not been completed or closed.

Note 2: No consortium bid is allowed for this package. However, for the purpose of qualification, after successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a ‘standalone’ bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.

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ANNEXURE - 4

Additional Format to be submitted by Bidders separately as "Annexure to Pre-Qualifying Criteria". Non submission of this additional format will make the bid liable for rejection

Name of the Bidder: M/s.....

Sl. No.	PQR Ref	PQR (Reproduced from Annexure – 1 and 3)	Qualifying Experience	Work order Ref with page no in Offer for supporting documents	Completion certificate ref for the referred Work with page no in Offer for supporting documents	Details of work with Project, Unit, Quantity / rating & Period	Remarks
1	<u>B. Technical</u>	B.1 Bidder should have executed "Similar works" for any one of the following in the last seven years preceding the latest due date of bid submission B.1.1 One (1) Similar work of value not less than Rs. 25.60 crore (OR) B.1.2 Two (2) Similar works each of value not less than Rs. 16 crore (OR) B.1.3 Three (3) Similar works each of value not less than Rs. 12.80 crore B.2 The Bidder should have executed following in the last seven years from latest date of bid					

NOTICE INVITING TENDER

Sl. No.	PQR Ref	PQR (Reproduced from Annexure – 1 and 3)	Qualifying Experience	Work order Ref with page no in Offer for supporting documents	Completion certificate ref for the referred Work with page no in Offer for supporting documents	Details of work with Project, Unit, Quantity / rating & Period	Remarks
		submission. Piling or Ground improvement piles works: a) Executed “Cat-in-situ driven Piles” or “Cast-in-situ bored piles” or” precast plies and its installation at site” or “ground improvement compaction piles/stone columns” or combination any of aforementioned with quantity atleast 36000 rmt in last seven preceding the latest date of submission. b) Bidder should have experience of execution of installation of driven cast in-situ RCC piles or driven cast in-situ compaction piles/ stone columns					
2	Financial C1	Turnover Bidders must have achieved an average annual financial turnover (Audited) of Rs.9,60,00,000.00 (Rs. Nine Crore Sixty lakh) or more over last three Financial Years (FY) i.e., 2015-16, 2016-17 and 2017-18.					

NOTICE INVITING TENDER

Sl. No.	PQR Ref	PQR (Reproduced from Annexure – 1 and 3)	Qualifying Experience	Work order Ref with page no in Offer for supporting documents	Completion certificate ref for the referred Work with page no in Offer for supporting documents	Details of work with Project, Unit, Quantity / rating & Period	Remarks	
3	<u>Financial C2</u>	Net worth Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.						
4	<u>Financial C3</u>	Profit Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.						
5	<u>Financial C 4</u>	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	Undertaking to this effect to be enclosed with the offer.					

Non submission of this additional format will make the bid liable for rejection.

Note: Indicate the page number in the respective columns for the enclosed PQR supporting documents in the offer

Tender Schedule

Description	Schedule	Remarks
Technical Bid Opening	As mentioned in Notice Inviting Tender.	
Communication from BHEL for Clarifications, if any, required by BHEL	Within three days from tender opening date	
Last date for Bidders to submit the clarifications / documents required	Within five days from tender opening date	Bidders to note that their competent representative to be readily available in this week for offering clarifications / submitting the further documents, if any, required.
Price opening/ Reverse auction	Tenth day from tender opening date	Exact date of price opening shall be informed to the bidders through E mail.

Note:

1. Bidders to note that the above schedule should be adhered to and no further extension will be given. To adhere to the schedule indicated below, Bidders should ensure the adequacy of the documents submitted in their offer, with proper validation.

DECLARATION BY BIDDER FOR PRICE OPENING THROUGH REVERSE AUCTION
(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 Bidder for Price opening through Reverse Auction

Ref : 1) NIT / Tender Specification No:,
2) Participation in the Reverse Auction

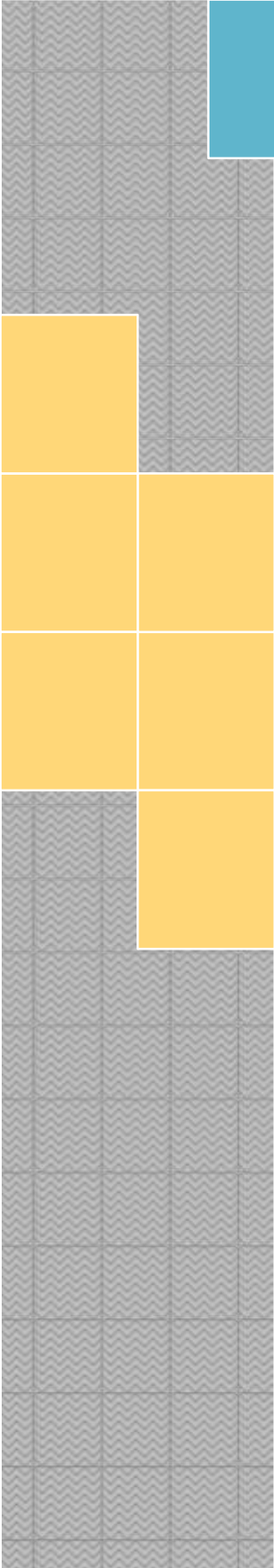
We have studied and understood the clauses of Reverse auction published in the tender specification.

Strike out either (1) or (2) of the following whichever is not applicable.

1. I / We, hereby declare that I / we **shall be** participating in the Reverse Auction in case BHEL opts for opening the price bid through Reverse auction.
2. I / We, hereby declare that I / we **shall not be** participating in the Reverse Auction in case BHEL opts for opening the price bid through Reverse auction.

Yours faithfully,

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



VOLUME – IA
Part I & II

TECHNICAL
CONDITIONS
OF CONTRACT
(TCC)

Bharat Heavy Electricals Limited



TECHNICAL CONDITIONS OF CONTRACT (TCC)

CONTENTS

Sl no	DESCRIPTION	Chapter	No. of Pages
Vol I A	Part-I: Contract specific details		
1	Project Information	Chapter-I	03
2	Scope of works	Chapter-II	03
3	Facilities in Scope of Contractor / BHEL (Scope Matrix)	Chapter-III	09
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	03
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V	01
6	Time Schedule	Chapter-VI	03
7	Terms of Payment	Chapter-VII	01
8	Taxes and other Duties	Chapter-VIII	02
9	Bill of Quantity	Chapter-IX	01
10	General	Chapter-X	10
11	Progress of work	Chapter-XI	02
12	Material handling	Chapter-XII	01
Vol IA	Part-II: Technical specifications		
1	Corrections / Revisions in Special Conditions of Contract, General Conditions of Contract and Forms & Procedures	Chapter-1	16
2	Revised forms – Form 14 and Form 15	Chapter-2	11
3	Health, Safety and Environment Plan for Site Operation By Subcontractors” (Doc. No. HSEP:14 Rev 00),	Chapter-3	72
4	Hire charges on issue of capital tools & Plants (Only corresponding charges)	Chapter-4	14
5	Proforma of Bank Guarantee (in lieu of Earnest Money)-Form WAM 23	Chapter-5	03
6	Proforma of Bank Guarantee (in lieu of Security Deposit)-Form WAM 22	Chapter-6	03
7	Procedure for Conduct of Conciliation Proceedings Procedure 2.3	Chapter-7	11
8	Integrity pact	Chapter-8	05
9	Layout if Coal Handling Plant-ICH-Inside Plant Boundary(IS-0-PL-688-100-M002)	Chapter-9	01
10	Bore Log Details	Chapter-10	70
11	Technical Specification for Installation of Driven Cast In-Situ Compaction Piles	Chapter-11	08
12	Technical Specification for Installation of Vibro Displacement of Stone Column	Chapter-12	08

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME - IA PART – I CHAPTER – I

PROJECT INFORMATION

ENNORE SEZ SUPERCRITICAL TPS UNITS- 1 & 2 [2 x 660 MW] is being set up by TAMILNADU GENERATION AND DISTRIBUTION CORPORATION at a site in Vayalur Village Near Ennore Port, Tamilnadu, India. Plant will be set up in existing Ash Dyke of NCTPS by reclamation of some portion of the Ash Dyke. The Bidder shall acquaint himself by a visit to the site, if felt necessary, with the conditions prevailing at site before submission of the bid. The information given here in under is for general guidance and shall not be contractually binding on BHEL / Owner. All relevant site data / information as may be necessary shall have to be obtained / collected by the Bidder.

APPROACH TO SITE

The proposed plant will be located at Ash dyke of North Chennai Thermal Power, approximately 35 km from Chennai, in the state of Tamilnadu, India. The site is occupying a coastal site near the village of Vayalur. The nearest commercial airport is at Chennai located at a distance of 60 kms from the project site.

Nearest Airport – Chennai

Nearest Airstrip – Chennai

Nearest Seaport – Ennore

1.1	Project Title	:	Ennore SEZ project of 2 x 660 MW Coal Based Super Critical Thermal Power Project at Ash Dyke of NCTPS
1.2	Plant capacity	:	1320 MW (2 units of 660 MW each)
1.3	Type of project	:	Green field
1.4	Owner	:	Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO)
1.5	Owner Consultant	:	DESEIN, New Delhi
1.6	Plant site location	:	Ash dyke of North Chennai Thermal Power Station (NCTPS)
1.7	Location co-ordinates	:	80° 18' E to 80° 19' E Longitude 13° 17' N to 13° 18' N Latitude
1.7	Nearest Village	:	Vayalur
1.8	Nearest Town & City	:	Chennai (35 Km)

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1.9	State Capital	:	Chennai (35 Km)
1.10	Nearest Railway Station	:	Athipattu Pudunagar (~ 5 Km) on Chennai – Vijayawada Line
1.11	Nearest Airport	:	Chennai (~ 60 Km)
1.12	Nearest Seaport	:	Ennore (~ 5 Km)
1.13	Nearest Road access	:	All weather road from Pattamandri on the Thiruvottiyur – Ponneri highway
2.0	Meteorological Condition		
2.1	Climate	:	Tropical, very dry and hot summer, dry and cold winter and good rain-fall in monsoon accompanied with strong wind
2.2	Site Elevation	:	(+) 10.0 Meter above Mean Sea Level
2.3	Ambient Temperature		
a.	Maximum Temperature	:	32 °C
b.	Minimum Temperature	:	24 °C
c.	Design ambient temperature	:	35 °C
2.4	Relative Humidity		
a.	Maximum	:	100 %
b.	Minimum	:	36 %
c.	Design	:	75 %
2.5	Annual Rainfall		
	Maximum	:	2540 mm
	Average	:	1600 mm
	Minimum	:	1175 mm
2.6	Wind Data	:	
a.	Basic Wind Speed at 10m height	:	50 m/sec
b.	Wind Pressure	:	As per IS:875 Part III-1984
2.7	Wind Speed	:	11.8 kmph (Avg), 50 m/s (max)

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2.8	Seismic zone	:	Zone: III as defined in IS:1893-2002
2.9	Design ambient temperature for Electrical equipment	:	50 °C

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME-IA PART-I CHAPTER – II

SCOPE OF WORKS

(APPLICABLE FOR EACH PACKAGE)

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

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

1.2.1 The scope of works comprises civil works to carryout ground improvement compaction piles in various structures of CHP & AHP of 2 X 660MW ENNORE SEZ including supply of all materials, labour, tools & plants. The scope of work is indicative but not limited to the given below.

The subject tender consists of 2 packages and the list of structures and building in each package is mentioned as below:

AREA OF WORK

Package – A

- Pipe racks
- Cable rack in AHP area
- BC- 3A/3B
- Coal stock piles
- Coal shed
- Tunnel RC1
- YBC-1A
- YBC – 1B
- DSPH-1 (Dust suppression pump house)
- DSPH – 2
- DSWT – 1 (Dust suppression water tank)
- DSWT – 2
- Sampling tower (ST-1)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- Drive house (DH-1)
- Dozer shed

Package – B

- Cable trestles in CHP area
- Fly ash silo
- BCN (Belt conveyor) – 2A/ 2B
- Pipe pedestals from ash slurry pump house to ash pond
- Lighting masts & street lights
- AHP office block
- Weighbridge room
- Security guard room

Note: The above provided list is indicative only for the bidder's guideline. **Any other building / structure / foundation not mentioned above, but required for completion of the package in total, deemed to have been included in the bidder scope under this contract.** Such work will be executed under this contract by bidder as per the direction of Engineer in charge. If any item of work not available in the rate schedule of this contract, the rate will be fixed in line with the provision mentioned in clause 2.15.7 of GCC

- 1.2.2 The work includes supply of all materials, labour, tools and plants .
- 1.2.3 The works to be performed under this contract consist of providing all labour, supervision, material, construction equipment, tools and plants, temporary works, supplies including Petrol, Oil, Lubricants, transportation and all incidental items not shown or specified but reasonably implied or necessary for the proper completion of work in all respects. Testing of all materials, earthwork other allied works are included on the rates of items of work.
- 1.2.4 The area of work shall be cleared of all vegetation, rubbish and other objectionable matter and materials removed shall be burnt or otherwise disposed of as directed by the Engineer-in-Charge. No separate payment for these operations shall be made. The cost of all these operations shall be deemed to have been included in the unit rates derived for the different items under bill of quantities.

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- 1.2.5 All the works areas shall be adequately flood lighted to the satisfaction of the Engineer-in-Charge when the work is in progress during the night shifts.
- 1.2.6 The unit rates shall include all material equipment, fixtures, labour Construction plant, temporary works and everything whether of permanent or temporary nature necessary for the completion of job in all respects.
- 1.2.7 The unit rates quoted for various items of B.O.Q shall include all the stipulations mentioned in technical specifications and nothing extra over B.O.Q rates shall be payable
- 1.2.8 Drawings showing enough details for the construction as per the specification, if any shall be furnished to the contractor in a phased manner.
- 1.2.9 The bidder should fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, local conditions, soil strata and site specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may have not been specifically brought out in the specifications

Note:

FOR FURTHER DETAILED SCOPE OF WORKS, REFER RELEVANT CHAPTERS IN THIS BOOK

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME- I A PART-I CHAPTER – III
FACILITIES IN THE SCOPE OF CONTRACTOR / BHEL
(SCOPE MATRIX)
(APPLICABLE FOR EACH PACKAGE)

Sl.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.1.1.0	ESTABLISHMENT			
1.3.1.1.1	FOR CONSTRUCTION PURPOSE:			
A	Open space for office	Yes		As provided by TANGED CO
B	Open space for storage	Yes		As provided by TANGED CO
C	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
D	Bidder's all office equipments, office / store / canteen consumables		Yes	
E	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
F	Firefighting equipments like buckets, extinguishers etc		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

SI.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
	PART I			
G	Fencing of storage area, office, canteen etc of the bidder		Yes	
1.3.1.1.2	FOR LIVING PURPOSES OF THE BIDDER			
A	Open space		Yes	
B	Living accommodation		Yes	
1.3.1.2.0	ELECTRICITY			
1.3.1.2.1	Electricity For construction purposes (to be specified whether chargeable or free)			
1.3.1.2.1.1	Single point source	Yes		Chargeable basis as per Prevailing rate of TANGED CO
1.3.1.2.1.2	Further distribution for the work to be done which include supply of materials and execution		Yes	
1.3.1.2.2	Electricity for the office, stores, canteen etc of the bidder which include:		Yes	
1.3.1.2.2.1	Distribution from single point including supply of materials and service		Yes	

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Sl.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
	PART I			
1.3.1.2.2.2	Supply, installation and connection of material of energy meter including operation and maintenance		Yes	
1.3.1.2.2.3	Duties and deposits including statutory clearances for the above		Yes	
1.3.1.2.2.4	Demobilization of the facilities after completion of works		Yes	
1.3.1.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors, labour colony etc on the above lines.		Yes	
1.3.1.3.0	WATER SUPPLY			
1.3.1.3.1	For construction purposes:	Yes		Chargeable as per prevailing rate of TANGED CO
1.3.1.3.1.1	Making the water available at single point	Yes		
1.3.1.3.1.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.3.1.3.2	Water supply for bidder's office, stores, canteen, labour colony etc		Yes	
1.3.1.4.0	LIGHTING			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

SI.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
	PART I			
1.3.1.4.1	For construction work (supply of all the necessary materials) At office storage area At the preassembly area At the construction site / area		Yes	
1.3.1.4.2	For construction work (Execution of the lighting work / arrangements) At office storage area At the preassembly area At the construction site /area		Yes	
1.3.1.5.0	COMMUNICATION FACILITIES for site operations of the bidder	-		
1.3.1.5.1	Telephone, Fax, internet, intranet, email etc		Yes	

SI.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
	PART II			
1.3.2	CONSTRUCTION FACILITIES			
1.3.2.1.0	Engineering works for construction (as applicable)			
1.3.2.1.1	Providing the construction drawings for all the equipment's covered under this scope	Yes		
1.3.2.1.2	Drawings for construction methods		Yes	In

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Sl.No	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
	PART II			consultation with BHEL
1.3.2.1.3	As-built drawings – wherever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes	Yes	Yes	”
1.3.2.1.4	Shipping lists etc. for reference and planning the activities	Yes	Yes	”
1.3.2.1.5	Preparation of site construction schedules and other input requirements		Yes	In consultation with BHEL
1.3.2.1.6	Review of performance and revision of site construction schedules in order to achieve the end dates and other commitments		Yes	
1.3.2.1.7	Weekly construction schedules based on SI No 1.3.2.1.5		Yes	
1.3.2.1.8	Daily construction / work plan based on SI No 1.3. 2.1.7		Yes	For daily monitoring meeting at site
1.3.2.1.9	Periodic visit of the senior official of the bidder to site to review the progress so that works is completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.3.3 **Open Space:**

1.3.3.1 Availability of land within plant boundary is very limited and the contractor has to plan and use the existing land considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erections agencies. Land will be allocated with certain time frame and to the extent available/ considered necessary, and will be reviewed by BHEL depending upon the area availability. Area within plant premises for office, storage area etc. for construction purpose shall be provided as per availability free of cost. The contractor will be responsible for handing over back all lands, as handed over to him by BHEL/TANGEDCO.

1.3.3.2 Contractor has to make his own arrangements for labour colony at his cost. The contractor to construct labour colony as per his requirements after obtaining approval of formalities from statutory body.

1.3.3.3 The contractor shall provide adequate water arrangement for drinking/washing/bathing with required toilets, drainage system, lighting facilities etc. in labour colony. Suitable paved area to be provided in the labour colony.

1.3.3.4 The Contractor shall provide adequate arrangements for electricity requirements for labour colony.

1.3.4 **ELECTRICITY:**

1.3.4.1 Construction power will be provided to the contractor at one point within plant area by BHEL on chargeable basis at the applicable rate of TANGEDCO under LT tariff VI at the nearest substation.

1.3.4.2 The present LT tariff VI rate of TANGEDCO is

- a. Consumption charges at Rs.12.00 per unit
- b. Maximum Demand(MD) charges as applicable per month
- c. Low Power Factor (LPF) charges
- d. Electricity Tax on total amount
- e. Any other miscellaneous charges charged by M/s TANGEDCO pertaining to construction power supply.

1.3.4.3 The TANGEDCO tariff and tax may vary from time to time and the same is applicable for the bidder. The required digital Energy meter for measuring the consumption and MD shall be provided and installed by the contractor. Any dispute regarding consumption, the BHEL engineer's decision is final. The contractor shall make his own arrangement for further distribution (as required

TECHNICAL CONDITIONS OF CONTRACT (TCC)

within plant boundary and outside plant boundary) with necessary isolator / LCB etc.

- 1.3.4.4 Any duty, deposit involved in getting the Electricity shall be borne by the bidder. As regards to contractor's office shed also, all such expenditure shall be borne by the contractor.
- 1.3.4.5 Provision of distribution of electrical power from the given single common point to the required places with proper distribution boards, approved cables and cable laying including supply of all materials like cables, switch boards, pipes etc., observing the safety rules laid down by electrical authority of the State / BHEL / their customer with appropriate statutory requirements shall be the responsibility of the tenderer / contractor.
- 1.3.4.6 Necessary "Capacitor Banks" to improve the Power factor to a minimum of 0.9 shall be provided by the contractor at his cost. Penalty if any levied by customer on this account will be recovered from contractor's bills.
- 1.3.4.7 Contractor has to make his own arrangements for his electricity requirement for his labour colony at his cost. **Any duty, deposit involved in getting the Electricity for contractors use i.e. Office Shed, labour colony etc. shall be borne by the bidder.**
- 1.3.4.8 BHEL is not responsible for any loss or damage to the contractor's equipment as a result of variations in voltage / frequency or interruptions in power supply.
- 1.3.4.9 As there are bound to be interruptions in regular power supply, power cut/ load shedding in any construction sites, contractor should make his own arrangement for alternative source of power supply through deployment of adequate number of DG sets at their cost during the power breakdown / failure to get urgent and important work to go on without interruptions. No separate payment shall be made for this contingency.

1.3.5 WATER

- 1.3.5.1 Water (Raw water) required for construction purposes will be provided at one single point WITHIN THE PLANT AREA on **chargeable basis** at the prevailing rates of TANGEDCO. The contractor to Provide necessary meter for measuring the water consumption. The required pumps & accessories, pipes for drawing water from the given point and further distribution will be arranged by the contractor at their cost to go on without interruptions.
- 1.3.5.2 The water charges may vary from time to time as per TANGEDCO/Metro conditions. However, the prevailing water charge is Rs 174.00 per Kilo litres

TECHNICAL CONDITIONS OF CONTRACT (TCC)

and liable to change. Any dispute regarding consumption, the BHEL engineer decision will be final.

- 1.3.5.3 In case non-availability of water or the TANGEDCO is not able to supply the water, the contractor shall make his own arrangements of **water suitable for construction purpose** to have uninterrupted work. No separate payment shall be made for any contingency arrangement made by contractor, due to delay / failure for providing water supply. Contractor has to make his own arrangements for their water requirement for their labour colony at their cost.

1.3.6 MATERIAL SUPPLY

- 1.3.6.1 Supply / providing all materials required for completion of the work are in the scope of the contractor

1.3.7 CONSUMABLES:

- 1.3.7.1 All consumables, like fuel, lubricants etc. required for the equipment's, shall be arranged by the contractor at his cost unless otherwise specifically mentioned in the contract. All consumables like electrodes, all gases and other materials for this scope of work are to be arranged by the contractor at their cost.

- 1.3.7.2 In the event of failure of contractor to bring necessary and sufficient consumables, BHEL may arrange for the same at the risk and cost of the contractor. The entire cost towards this along-with overhead shall be paid by the contractor or deducted from the contractor's bills.

1.3.8 LIGHTING FACILITY:

Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, pre assembly yard and contractor's material storage area etc. at his cost.

1.3.9 CONTRACTOR'S OBLIGATION ON COMPLETION

On completion of work, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and leveled and debris shall be removed as per instructions of BHEL by the contractor at his cost. In the event of his failure to do so, the expenditure towards clearance of the same will be recovered from the contractor. The decision of BHEL Engineer in this regard is final.

1.3.10 DEWATERING

Contractor shall ensure at all times that his work area & approach/ access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface

TECHNICAL CONDITIONS OF CONTRACT (TCC)

water or catchments water, if required, at any time during execution of the work including monsoon period shall be considered by BHEL.

1.3.11 **BID DRAWINGS**

Bid drawings like plot plan or Layout plan enclosed along with this tender is only for information and may not be referred for scope of works and this may also get revised during execution.

1.3.12 **AREA DEVELOPMENT AND APPROACHES**

In construction projects of this magnitude it is possible that all the areas / approaches may not be ready. In such cases consolidation of ground/ temporary approaches including arrangement of sleepers / sand bag filling etc. for safe operation and movement of equipment including cranes / trailers/ transit mixers/ rigs/ tippers etc. shall be the responsibility of the contractor at his cost. No compensation on this account shall be payable.

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VOLUME-IA PART-I CHAPTER – IV

T&Ps and MMEs TO BE DEPLOYED BY CONTRACTOR

T&PS TO BE DEPLOYED BY CONTRACTOR FOR EACH PACKAGE

- 1.4.1 All the tools and plants required for satisfactory completion of the work have to be arranged by the contractor.
- 1.4.2 The contractor is required to arrange the following tentative T&Ps for each package for the satisfactory completion of the work:

Sr No	T&P items	Mobilizing time from the date of commencement of work at site
A	T&P items (for each package)	
1	7 Nos – Ground Improvement rigs and accessories capable of installing driven Cast-in-situ compaction piles in all types of strata/ash etc.	4 Nos within 30 days, Balance as per site requirement
2	Front loader	As per site requirement
3	Back hoe cum loader like JCB	As per site requirement
4	5 Nos dumper/tipper (Min 15 CuM) Each	As per site requirement
5	1 Nos total station with adequate arrangement for surveyor	As per site requirement
6	1 Nos Auto level & staff	Within 15 Days
7	1 Nos drinking water tank	Within 15 Days
8	1 Nos truck mounted water tank capacity with sprinkler arrangement	Within 15 Days
9	4 Nos mobile toilets for labours use	As per site requirement
10	Construction water pipe lines (100 mm/ 75 mm/32mm / 25 mm dia GI Pipe)	As per site requirement
11	Arrangement for plate load test - 1 set	Within 30 days

Note:

1. T&P and the mobilization schedule shown in the above mentioned list is tentative requirement considering parallel working. However, Mobilization schedule and quantity/ numbers of T & Ps, and period of deployment as mutually agreed at site for major T&Ps, have to be adhered to. Numbers/ time

TECHNICAL CONDITIONS OF CONTRACT (TCC)

of requirement will be reviewed time to time at site and contractor will provide required T&P/ equipment's to ensure completion of entire work within schedule/target date of completion without any additional financial implication to BHEL. Vendor will give advance intimation & certification regarding capacity etc. prior to dispatch of heavy equipment's. Also on completion of the respective activity, demobilization of T&P in total or in part can be done with the due approval of engineer in charge. Retaining of the T&P's during the contract period will be mutually agreed in line with construction requirement.

2. All T&P and all IMTEs, which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition.
3. In the event of need of change of type of any of major T&Ps, approval shall be taken from BHEL Engineer in-charge prior to mobilization. The decision of Number of T&P required due to replacing the enlisted T&P as per above table, shall be taken after analyzing the production capacity and suitability of both the T&Ps.

- 1.4.3 In addition to the above, any other tools and plants required for execution of the above work are in contractor's scope.
- 1.4.4 The Bidder shall establish and maintain a field laboratory as per work requirement at the site and this laboratory shall be available at all time for testing required as per approved FQP.
- 1.4.5 The laboratory must have qualified technicians to carry out all tests and must be adequately equipped to ensure that all necessary testing work can be carried out in compliance with the standards.
- 1.4.6 Field and laboratory testing procedures for materials follow Indian Standard Specifications with necessary equipment as mentioned therein.
- 1.4.7 Contractor shall have at all times experienced operators and technicians for routine and breakdown maintenance of the equipment. Any delay in rectification of defects will warrant BHEL rectifying the defect and charging the cost to the contractor.
- 1.4.8 In construction projects of this magnitude, all the areas / approaches may not be ready. In such cases consolidation of ground and arrangement of sleepers / sand bag filling etc for safe operation / movement of equipment including cranes / trailers etc shall be the responsibility of the contractor at his cost. No compensation on this account shall be payable.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.4.9 In the event of non-mobilisation of Tools, Plants, Machinery, Equipment, Material or non-availability of the same owing to breakdown and as a result progress of work suffered, BHEL reserves the right to make alternative arrangement (available or higher capacity) in line with SCC clause no. 4.2.1. 7 and hire charges shall be applicable as under:

1: BHEL provides its own Capital T&P: If BHEL provides owned T&P then BHEL, hire charges (as per BHEL norms) will be recovered from the contractor as per the prevailing BHEL Corporate hire charges applicable (as enclosed in Volume I Book I TCC- Volume 1A Part II) as per following cases:

- In case the T&P is specifically listed in “T&Ps to be deployed by Contractor”, ‘Rates of hire charges applicable to outside agencies other than contractors working for BHEL’ will apply.
- In case the T&P is not specifically listed in “T&Ps to be deployed by Contractor”, ‘Rates of hire charges applicable to contractors working for BHEL’ will apply.

The hire charges of Capital Tools & Plants are exclusive of operating expenses e.g., Operator, fuel & Consumables and the same shall be arranged by the contractor at his cost.

2: BHEL provides hired T&P: In all cases other than that specified in SI No. 1 above, actual expenses incurred by BHEL along with applicable overheads will be back-charged to the contractor

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME-IA PART-I CHAPTER - V

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

T&PS TO BE DEPLOYED BY CONTRACTOR FOR EACH PACKAGE

- 1.5.1 BHEL shall not provide any T&Ps for any of these packages. However, if in any unforeseen circumstances, requirement of any T&Ps (available with BHEL at site) arises, on request of bidder the same may be provided on chargeable basis as applicable. BHEL reserves the right of provision of such T&Ps. Charges shall be applied as per BHEL norms and guidelines and direction of engineer in-charge.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME-IA PART-I CHAPTER - VI

TIME SCHEDULE

(APPLICABLE FOR EACH PACKAGE)

1.6.1. TIME SCHEDULE

1.6.1.1. The entire scope of work of Ground Improvement Compaction piles (for each package) as per the tender specification, for 2x660MW ENNORE SEZ Unit 1 and 2, shall be completed within **8 (Eight) months** from the date of commencement of work at site.

1.6.1.2. During the total period of contract, the contractor has to carry out the activities in a phased manner as required by BHEL and the program of milestone events.

1.6.1.3. The contractor is required to refer "Form 15: Monthly Performance Evaluation of Contractor" for all the instructions to be taken immediately after receipt of LOI. Please note that the Form -15 in the Volume 1D - Forms and Procedures is revised. For details please refer Sl. No.15 of Part-II, Chapter-1 of Technical Conditions of Contract (VOLUME-IA PART- II) of this booklet

1.6.2. COMMENCEMENT OF CONTRACT PERIOD

The date of commencement of contract period for each package shall be the date of commencement of work at site which shall be mutually agreed between successful bidder and BHEL Site In-Charge. The scope of work under this contract is deemed to be completed only when so certified by the Site Engineer. In case of discrepancy, the decision of BHEL engineer is final.

1.6.3. MOBILISATION

1.6.3.1. The Contractor has to augment his resources in a prudent manner to achieve the completion of work of his respective package as per the site requirement.

Milestone Activity	Milestone Month for Package A	Milestone Month for Package B
Completion of 4000 Nos Compaction Piles	3 rd Month	3 rd Month
Completion of 10000 Nos (cumulative) compaction pile	6 th month	6 th month

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Milestone Activity	Milestone Month for Package A	Milestone Month for Package B
Balance compaction piles	7 th month	7 th month
Documentation & submission of final bill	8 th month	8 th month

1.6.3.2. The above time allowed for completion of work including Sundays and Holidays is from the date of commencement of work. Detailed program to be prepared by the tenderer taking in to consideration of the COMPLETION SCHEDULES /site decision on drawings flow (latest) and submitted for BHEL's approval

1.6.3.3. In order to meet above schedule in general, and any other intermediate targets set, to meet customer / project schedule requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL within the quoted rate.

1.6.3.4. INTERMEDIATE MILESTONES FOR EACH PACKAGE

M1 and M2 shall be the intermediate milestones for each package of this work

Sl. No	Description	Completion from the contractual date of start of the work	Intermediate Milestone
1	Completion of 4000 Nos compaction pile	3 rd month	M1
2	Completion of 10000 Nos (cumulative) compaction pile	6 th month	M2

Note: For Penalty for Intermediate Milestones, please refer Sl. No.:7, Part-II, Chapter-1 of Technical Conditions of Contract (Volume 1A of Volume-I Book-I)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.6.4. In case the project is to be advanced, the civil works in the scope of the contractor is to be advanced to meet the project requirement. No extra payment whatsoever shall be paid on this account.

1.6.5. PERT CHART AND PROGRESS REPORTS

The contractor shall submit a detailed L2 and L3 network to meet the agreed project schedule covering various activities. This network shall also clearly indicate the interface facilities/inputs to be provided by BHEL/Customer and the dates by which such facilities/inputs are required. The schedule shall be acceptable to BHEL for meeting project's mile stone targets/schedule

1.6.6. CONSTRUCTION SCHEDULE FOR ENNORE SEZ 2X660 MW

1.6.6.1. The bidder must submit a detail schedule (area wise) for completion of work to meet the project schedule within 7 days from the date of issue of LOI.

1.6.7. CONTRACT PERIOD

The contract period for completion of entire work under each package shall be **8 (Eight) months** from the "COMMENCEMENT OF CONTRACT PERIOD" as specified earlier.

1.6.8. GUARANTEE PERIOD

Guarantee period of 12 months for each package shall commence from the date of completion of the whole of the work in each package as certified by the Engineer in-charge.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME-IA PART-I CHAPTER - VII

TERMS OF PAYMENT

(APPLICABLE FOR EACH PACKAGE)

1.7.1 SECURED ADVANCE

Not applicable

1.7.2 ADVANCE FOR MOBILIZATION

Not applicable

1.7.3 INTERIM PAYMENT

1.7.3.1 Interim bills in the form of monthly running bills prepared by the contractor in soft as well as Hard copies shall be based on the quantities executed and measured.

1.7.3.2 95 % item rate shall be released after completion of works certification by Engineer in charge.

1.7.3.3 5 % of the item rate shall be released after submission of the quality check formats as per the quality plan for the quantum of work billed and duly certified by engineer.

1.7.3.4 BHEL Site Engineer, at discretion, may operate the part rate of the items where supply and installation are involved, on receipt of the materials at site.

1.7.4 METHOD OF MEASUREMENT

Mode of measurement shall be as per relevant clauses of IS 1200 in conjunction of IS code 3385 shall be adopted. In case the same is also not available, the standard procedure adopted in CPWD shall be adopted. In case the same is also not available in CPWD, the measurement of the work done will be based on the mutual agreement between BHEL and contractor. In all the above cases, the interpretation of BHEL will be final and binding to the contractor

1.7.5 No claim what so ever may be, will be entertained under this contract, after duly signing the final bill along with measurement books and accepted by BHEL.

Notes to Terms of payment:

Note:

1. For PVC, ORC, Retention amount and Performance Security Deposit, please refer Part-II, Chapter-1: Corrections / Revisions in Special Conditions of Contract, General Conditions of Contract and Forms & Procedures of Technical Conditions of Contract (Volume-I Book-I).

VOLUME-IA PART-I CHAPTER - VIII
TAXES AND OTHER DUTIES

(APPLICABLE FOR EACH PACKAGE)

1.8.1 Goods and service Tax (GST) & Cess

1.8.1.1 The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

1.8.1.2 Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.

1.8.1.3 Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will be as below:

BHEL GSTN - 33AAACB4146P2ZL

NAME - BHARAT HEAVY ELECTRICALS LIMITED

ADDRESS - BHEL Site Office
2 x 660 MW ENNORE SEZ STPP, VAYALUR BR PO,
MINJUR PO, TAMILNADU - 601203

1.8.1.4 GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.

1.8.1.5 In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

1.8.1.6 Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.

1.8.1.7 Tax invoice / debit Note / revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.

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

1.8.2 All taxes and duty other than GST & Cess

The contractor shall pay all (except the specific exclusion viz GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

1.8.3 Statutory Variations

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

1.8.4 New Taxes / Levies –

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

1.8.5 Direct Tax

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

VOLUME-IA PART-I CHAPTER IX
BILL OF QUANTITY
(APPLICABLE FOR EACH PACKAGE)

1.9.1 Bill Of Quantity (BOQ)

As mentioned in Part-C: Bill of Quantities in 'Price Bid' Volume-II of this tender.

1.9.2 Notes to BOQ

1. The quantity indicated in the BOQ in Part-C of Price bid Volume II is for one package (package-A) only and the quantity of the second package (Package-B) is same as that of Package-A. The quantity indicated in the BOQ in Part-C of Price bid Volume II of this tender is approximate only and is liable for variation. Payment will be as per actual quantity executed as certified by BHEL Engineer.
2. Bidders shall quote 'Total Amount' in the format for Price Bid available in the E-procurement portal.

Bidders may also quote 'Total Amount' in the format given in Part – B of Price Bid Volume II of this tender. (Optional)

Any other entry elsewhere in the price bid shall be treated as Null and Void.
3. The above mentioned "Total amount" is for the entire Bill of Quantity (BOQ) given in Part-C of the Price bid, Volume II of this tender.
4. BHEL has the pre-fixed the weightages for the amount of individual items of Bill of Quantity with respect to the "Total amount" in Part-C in Price Bid, Volume II of this tender.
5. Based on the pre-fixed weightages, the amount for the individual items of the Bill of Quantity shall be arrived at. This amount shall be rounded off to the nearest rupee.
6. Based on the quantities of individual item and the amount arrived in SI No.: 5 above, unit rate of individual items shall be derived. This unit rate shall be rounded off to four decimal places.
7. Bidder 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 SI No. 6 above.

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VOLUME-IA PART-I CHAPTER -X GENERAL (APPLICABLE FOR EACH PACKAGE)

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

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

1.10.1 Contractors are requested to furnish the following documents at PSSR-HQ, Chennai immediately after release of Letter of Intent (L.O.I)

- i) Security Deposit and Additional Security Deposit
- ii) Un Qualified Acceptance for Detailed L.O.I. / work order
- iii) Rs 100 /- Stamp Paper for Preparation of Contract agreement.
- iv) Option (whether a or b of said clause) exercised by towards Performance Security Deposit for the subject contract as per Sl. No. 16 of Volume IA Part II Chapter 1 of TCC.

1.10.2 Contractors are requested to furnish the Proof of Documents for the following at PSSR-Site

- i) Provident Fund (PF) Registration Number.
- ii) Labour License Number.
- iii) Workmen Insurance Policy Number.

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

1.10.3.1 BOCW Act & BOCW Welfare Cess Act

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

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

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

1.10.3.1.3 The contractor should ensure compliance regarding Registration of Building Workers as Beneficiaries, Hours of work, welfare measures and

TECHNICAL CONDITIONS OF CONTRACT (TCC)

other conditions of service with particular reference to Safety and Health measures like Safety Officers, safety committee, issue of Personal protective equipments, canteen, rest-room, drinking water, Toilets, ambulance, first aid center etc.

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

1.10.3.1.5 Contractor shall make remittance of the BOCW CESS as per the Act **in consultation with BHEL** as per the rates in force (presently 1%) BHEL shall reimburse the same upon production of documentary evidence. However, BHEL shall not reimburse the Fee paid towards registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.

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

1.10.3.2 **Provident Fund**

1.10.3.2.1 The contractor is required to extend the benefit of Provident Fund to the labour employed by you in connection with this contract as per the Employees Provident Fund and Miscellaneous Provisions Act 1952. For due implementation of the same, you are hereby required to get yourself registered with the Provident Fund authorities for the purpose of reconciliation of PF dues and furnish to us the code number allotted to you by the Provident Fund authorities within one month from the date of issue of this letter of intent. In case, you are exempted from such remittance an attested copy of authority for such exemption is to be furnished. Please note that in the event of your failure to comply with the provisions of said Act, if recoveries therefore are enforced from payments due to us by the customer or paid to statutory authorities by us, such amount will be recovered from payments due to you.

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

1.10.3.3 **Other Statutory Requirements**

1.10.3.3.1 The Contractor shall submit a copy of Labour License obtained from the Licensing Officer (Form VI) u/r25 read with u/s 12 of Contract Labour (R&A) Act 1970 & rules and Valid WC Insurance copy or ESI Code (if applicable) and PF code no along with the first running bill.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.10.3.3.2 The contractor shall submit monthly running bills along with the copies of monthly wages (of the preceding month) u/r78(1)(a)(1) of Contract Labour Rules, copies of monthly return of PF contribution with remittance Challans under Employees Provident Fund Act 1952 and copy of renewed WC Insurance policy or copies of monthly return of ESI contribution with Challans under ESI Act 1948 (if applicable) in respect of the workmen engaged by them.
- 1.10.3.3.3 The Contractor should ensure compliance of Sec 21 of Contract Labour (R&A) Act 1970 regarding responsibility for payment of Wages. In case, of “Non-compliance of Sec 21 or non-payment of wages” to the workmen before the expiry of wage period by the contractor, BHEL will reserve its right to pay the workmen under the orders of Appropriate authority at the risk and cost of the Contractor.
- 1.10.3.3.4 The Contractor shall submit copies of Final Settlement statement of disbursal of retrenchment benefits on retrenchment of each workman under I D Act 1948, copies of Form 6-A (Annual Return of PF Contribution) along with copies of PF Contribution Card of each member under PF Act and copies of monthly return on ESI Contribution – Form 6 under ESI Act 1948 (If applicable) to BHEL along with the Final Bill.
- 1.10.3.3.5 In case of any dispute pending before the appropriate authority under I D act 1948, WC Act 1923 or ESI Act 1948 and PF Act 1952, BHEL reserve the right to hold such amounts from the final bills of the Contractor which will be released on submission of proof of settlement of issues from the appropriate authority under the act.
- 1.10.3.3.6 In case of any dispute prolonged / pending before the authority for the reasons not attributable to the contractor, BHEL reserves the right to release the final bill of the contractor on submission of Indemnity bond by the contractor indemnifying BHEL against any claims that may arise at a later date without prejudice to the rights of BHEL.
- 1.10.3.4 **Deployment of Skilled / Semi-Skilled Tradesmen**
The following clause is applicable incase the contract value / contract price is Rs. Five crores and above.
The contractor shall, at all stages of work deploy skilled / semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training. Institute / National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi-skilled workers required in each trade at any stage

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

1.10.3.5 **RECOVERY OF COMPENSATION PAID TO VICTIMS BY BHEL IN CASES OF DEATH/ PERMANENT INCAPACITATION OF PERSON DUE TO AN ACCIDENT DURING THE WORKS**

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

- (A) Victim: Any person who suffers permanent disablement or dies in an accident as defined below
- (B) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works /during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- (C) Compensation in respect of each of the victims:
 - (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh)
 - (ii) In the event of **other permanent disability**: Rs. 7,00,000/- (Rs. Seven Lakh)
- (D) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

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1.10.3.6 **Site Visit by the Bidder**

1.10.3.6.1 The bidder shall, prior to submitting his tender for the work, visit, examine and acquire full knowledge & information and necessary conditions prevailing at the site and its surroundings of the plant premises together with all statutory, obligatory, mandatory requirements of various authorities about the site of works at his own expense, and obtain and ascertain for himself on his own responsibility that may be for preparing his tender and entering into a contract, and take the same into account in the quoted contract price for the work.

1.10.3.6.2 The bidder shall satisfy themselves about the following factors:

- i) Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work including diverting and re-routing of services.
- ii) Requirement and availability of land and other facilities of his enabling works, establishment of his nursery, office, stores etc.
- iii) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there-from.
- iv) Source and extent of availability of suitable materials, including water etc., and labour (skilled and unskilled) required for work, and laws and regulations governing their use and employment.
- v) Geological, meteorological, topographical and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work.
- vi) The limit and extent of surface and subsurface water to be encountered during the performance of the work, and the requirement of drainage and pumping.
- vii) The type of equipment and facilities needed, for and in the performance of the work;
- viii) The extent of lead and lift required for the work in complete form over the entire duration of the contract, and
- ix) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.

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- 1.10.3.6.3 The bidder should note that information, if any, in regard to the local conditions, as contained in these tender documents, has been given to tenderer merely for guidance and is not warranted to be complete.
- 1.10.3.6.4 A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 1.10.3.6.5 The bidder and any of his personnel or agents will be granted permission by the Site-In-Charge or his authorized nominee, on receipt of formal application in respect thereof a week in advance of the proposed date of inspection of site, to enter upon his premises and lands for purpose of such inspection, but only on the express condition that the tenderer (and his personnel and agents) will relieve and indemnify the Employer (and his personnel and agents) from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused which, but for the exercise of such permission, would not have arisen.
- 1.10.3.7 Scope of work covered under this specification requires quality workmanship, engineering and green belt management along with the supply of all consumables, tools and tackles and testing instruments. The contractor shall ensure timely completion of work. The contractor shall have adequate tools, measuring instruments etc. in his possession. He shall also have adequate trained, qualified and experienced engineers, supervisory staff and skilled personnel. The manpower deployment identified by contractor shall match with above scope of works.
- 1.10.3.8 It is not the intent to specify herein all details of all material. Any item related this work not covered by this but necessary to complete the system will be deemed to have been included in the scope of the work.
- 1.10.3.9 All the necessary certificates and licenses required to carry out this scope of work are to be arranged by the contractor then and there at no extra cost.
- 1.10.3.10 Site testing wherever required shall be carried out for all items / materials installed by the contractor to ensure proper installation and functioning in accordance with drawings, specifications and manufacturer's recommendations.
- 1.10.3.11 The contractor shall carryout additional tests if any, which the Engineer feels necessary because of site conditions and also to meet system specification.
- 1.10.3.12 All the work shall be carried out as per instructions of BHEL engineer. BHEL engineer's decision regarding the correctness of the work and method of working shall be final and binding on the contractor.

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- 1.10.3.13 Wherever work sequences are furnished by BHEL, the contractor shall follow the same sequence.
- 1.10.3.14 Contractor shall execute the supply and works as per sequence prescribed by BHEL at site engineer. No claims for extra payment from the contractor will be entertained on the grounds of deviation from the methods of execution of similar job in any other site or for any reasons whatsoever.
- 1.10.3.15 If required by BHEL, the contractor shall change the sequence of his operation so that work on priority sectors can be completed within the projects schedule. The contractor shall afford maximum assistance to BHEL in this connection without causing delay to agreed completion date.
- 1.10.3.16 Contractor shall, transport all materials to site and unload at site / working area for inspection and checking. All material handling equipment required shall be arranged by the contractor.
- 1.10.3.17 Contractor shall retain all T&P / Testing instrument / Material handling equipments etc at site as per advice of BHEL engineer and same shall be taken out from site only after getting the clearances from engineer in charge.
- 1.10.3.18 The contractor at his cost shall arrange necessary security measures for adequate protection of his machinery, equipment, tools, materials etc. BHEL shall not be responsible for any loss or damage to the contractor's construction equipment and materials. The contractor may consult the Engineer-in-Charge on the arrangements made for general site security for protection of his machinery equipment tools etc.
- 1.10.3.19 The Contractor may have to execute work in such a place and condition where other agencies also will be under such circumstances. However completion time for work agreed will be subject to the condition that contractor's work is not hampered by the agencies.
- 1.10.3.20 Contractor has to work in close co-ordination with other work agency at site. BHEL engineer will co-ordinate area clearance. In a project of such magnitude, it is possible that the area clearance may be less / more at a particular given time. Activities and work program have to be planned in such a way that the milestones are achieved as per schedule/ plans. Contractor shall arrange & augment the resources accordingly.
- 1.10.3.21 The contractor must obtain the signature and permission of the security personnel of the customer for bringing any of their materials inside the site premises. Without the Entry Gate Pass these materials will not be allowed to be taken outside.
- 1.10.3.22 Contractor shall remove all scrap materials periodically generated from his working area and collect the same at one place earmarked for the same. Load of scraps is to be shifted to a place earmarked by BHEL. Failure to collect the scrap is likely to lead to accidents and as such BHEL

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- reserves the right to collect and remove the scrap at contractor's risk and cost if there is any failure on the part of contractor in this respect.
- 1.10.3.23 The contractor shall ensure that his premises are always kept clean and tidy to the extent possible. Any untidiness noted on the part of the contractor shall be brought to the attention of the contractor's site representative who shall take immediate action to clean the surroundings to the satisfaction of the Engineer-in-Charge.
- 1.10.3.24 The contractor is strictly prohibited from using BHEL's regular components like angles, channels, beams, plates, pipe / tubes, and handrails etc for any temporary supporting or scaffolding works. Contractor shall arrange himself all such materials. In case of such misuse of BHEL materials, a sum as determined by BHEL engineer will be recovered from the contractor's bill. The decision of BHEL engineer is final and binding on the contractor.
- 1.10.3.25 No member of the already erected structure / buildings, other component and auxiliaries should be removed / modified without specific approval of BHEL engineer.
- 1.10.3.26 Contractors shall ensure that all their Staff / Employees are exposed to periodical training programme conducted by qualified agencies/ personnel on ISO 9001 – 2015 Standards.
- 1.10.3.27 The terminal points decided by BHEL are final and binding on the contractor for deciding the scope of work and effecting the payment for the work done up to the terminals.
- 1.10.3.28 Crane operators deployed by the contractor shall be tested by BHEL before he is allowed to operate the cranes.
- 1.10.3.29 On Completion of work, all the temporary buildings, structures, pipe lines, cable etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, the expenditure towards clearance of the same will be recovered from the contractor. The decision of BHEL Engineer in this regard is final.
- 1.10.3.30 It is the responsibility of the contractor to do the checking, testing etc. if necessary, repeatedly to satisfy BHEL Engineer with all the necessary tools and tackles, manpower etc. without any extra cost. The testing will be completed only when jointly certified so, by the BHEL Engineer.
- 1.10.3.31 If any item or equipment not covered but requires being executed, same shall be carried out by the contractor. Equivalent or proportional unit rate shall be considered wherever possible from the BOQ. The rates quoted by the contractor shall be uniform as far as possible for similar items appearing in rate schedule.
- 1.10.3.32 The contractor's work shall not hinder other work, either underground or over ground, such as electrical, phone lines, water or sewage lines, etc. In areas of overlap, the contractor shall work in coordination with

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other related contractors. Any damage by the landscape contractor's team to such utilities will be penalized and contractor shall be responsible for cost for such damages.

1.10.3.33 **SITE INSPECTION**

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

BHEL will have full power and authority to inspect the works at any time, either on the site or at the contractor's premises. The contractor shall arrange every facility and assistance to carry out such inspection. On no account will the contractor be allowed to proceed with work of any type unless such work has been inspected and entries are made in the site inspection register by BHEL.

Wherever the performance of work by the contractor is not satisfactory in respect of workmanship, deployment of sufficient labour or equipment, leading to delay in execution of work or any other matter, BHEL shall have the right to engage labour at normal ruling rates and get the work executed through other agency and debit the cost to the contractor and the contractor shall have no right to claim compensation thereof. In such a case, BHEL shall have the right to utilize the materials and tools brought by the contractors for the same work.

1.10.3.34 **DOCUMENTATION**

1.10.3.34.1 The following information shall be furnished by the bidder within two weeks of award of contract for purchaser's approval:

- a) Bar chart covering planned activities at site
- b) Detailed organization chart
- c) Details of T&P available with contractors with documents proofs.

1.10.3.34.2 The following information shall be furnished by the bidder after testing and inspection:

Test certificates of various tests conducted at site. All inspection and test certificates shall be signed by BHEL representative also.

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1.10.4 **RECORDS TO BE MAINTAINED AT SITE:**

- 1.10.4.1 Record of Quantity of FREE/Chargeable items issued by BHEL must be maintained during contract execution. Also reconciliation statement to be prepared at regular intervals
- 1.10.4.2 The under mentioned Records/ Log-books/ Registers applicable to be maintained
 - 1.10.4.2.1 Hindrance Register
 - 1.10.4.2.2 Site Order Book
 - 1.10.4.2.3 Test Check of measurements
 - 1.10.4.2.4 Records of Test reports of Field tests
 - 1.10.4.2.5 Records of manufacture's test certificates as applicable
 - 1.10.4.2.6 Records of disposal of scraps/debris generated during and after the work completion

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VOLUME-IA PART-I CHAPTER - XI **PROGRESS OF WORK** **(APPLICABLE FOR EACH PACKAGE)**

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

- 1.11.1 Refer forms F -14 to F-18 of volume I D (Forms & Procedure) of volume -I book-II. Plan and review will be done as per the formats. Please note that Form F-14 and F-15 are revised and published in this booklet (Volume I Book I). These should be submitted on monthly basis with duly signed by BHEL and Contractor.
- 1.11.2 Contractor is required to draw mutually agreed monthly construction programs in consultation with BHEL Site In-Charge well in advance of commencement of work at site. Contractor shall ensure completion of work as per agreed program and shall also timely arrange additional resources considered necessary at no extra cost to BHEL. Progress review meetings will be held at site during which actual progress during the week vis-a-vis scheduled program shall be discussed for actions to be taken for achieving targets. Contractor shall also present the program for subsequent week. The contractor shall constantly update / revise his work program to meet the overall requirement. All quality problems shall also be discussed during above review meetings. Necessary preventive and corrective action shall be discussed and decided upon in such review meetings and shall be implemented by the contractor in time bound manner so as to eliminate the cause of nonconformities.
- 1.11.3 The contractor shall submit daily, weekly and monthly progress reports, manpower reports, materials reports, consumables report, T&Ps availability report and other reports as per Performa considered necessary by the Site Engineer as per the BHEL formats.
- 1.11.4 The contractor shall submit weekly / fortnightly / monthly statement report regarding consumption of all consumables for cost analysis purposes.
- 1.11.5 The monthly report ending on 24th of every month shall be submitted as a booklet and shall contain the following details: -
 - a) Colour Progress photographs to accompany the report should be submitted
 - b) Construction progress in terms of quantity, CUM, etc., completed as relevant to the respective work areas against planned

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- c) Site Organization chart of engineers & supervisors as on 24th of the month with further mobilization plan
 - d) Category- wise man hours engaged during the previous month under the categories. Data will be spilt up under the work area
 - e) Consumables report during the previous month
 - f) Availability report of T&Ps
 - g) Safety implementation report in the format
 - h) Any inputs required from BHEL for activities planned during the subsequent month
- 1.11.6 The manpower reports shall clearly indicate the manpower deployed, category wise specifying also the activities in which they are engaged.
- 1.11.7 During the course of construction, 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 etc 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.
- 1.11.8 It is the responsibility of the contractor to provide all relevant information on a regular basis regarding construction progress, labour availability, equipment deployment, testing, etc.
- 1.11.9 The progress reports shall indicate the progress achieved against plan, indicating reasons for delays, if any. The report shall also give remedial actions, which the contractor intends to make good the slippage or lost time so that further works can proceed as per the original plan & the slippages do not accumulate and affect the overall programme.
- 1.11.10 The contractor to reflect actual progress achieved during the month and will be submitted to BHEL, so that slippages can be observed and necessary action taken in order to ensure that the situation does not get out of control will update the construction schedule forming part of this contract each month.

**VOLUME-IA PART-I CHAPTER -XII
MATERIAL HANDLING**

(APPLICABLE FOR EACH PACKAGE)

- 1.12.1 Open land shall be provided by BHEL on free of cost basis as provided by TANGEDCO. As per requirement in site, hard surfacing of this yard and all round drain shall be carried out by the contractor at his own cost within the quoted rate. The bidder shall make complete arrangement of necessary security personnel, to safeguard their own materials in their custody
- 1.12.2 The contractor shall in no case be entitled for any compensation or damages on account of any delay in supply or non-supply thereof for all or any such material
- 1.12.3 The contractor shall maintain proper store account for all the materials brought in by the bidder and BHEL issued materials (if any) and shall give three copies of once in two months computerized reconciliation statement of such BHEL issued materials
- 1.12.4 Materials shall not under any circumstances be taken out of the project site unless otherwise permitted by BHEL.

VOLUME-IA PART – II CHAPTER 1

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

Sl. No.: 1

Clause 4.1.11 of SCC is deleted.

Sl. No.: 2:

OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME

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

Chapter IX Clause 9.1 is modified as below:

Contractor will comply with HSE (Health, Safety & Environment) requirements of BHEL as per the “HSE Plan for Site Operations by Subcontractor” (Document No. HSEP: 14 Rev00) enclosed.

Chapter IX Clause 9.1.1 to 9.1.25 stands deleted.

Chapter IX Clause 9.2 to 9.62 stands deleted.

Sl. No.: 3:

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

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

Sl. No.: 4

The EARNEST MONEY DEPOSIT (EMD) clause 1.9 published in General Conditions of Contract (Volume I Book-II) is revised as under.

1.9 EARNEST MONEY DEPOSIT

1.9.1 Every tenderer shall submit the prescribed amount of Earnest Money Deposit (EMD) to BHEL PSSR, only in the following forms: -

i) Electronic Fund Transfer credited in BHEL account (before tender opening).

ii) Through Online EMD payment portal of BHEL with SBI (before tender opening) by following steps as below: -

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1. Visit www.onlinesbi.com -> Go to State Bank Collect (In the tab section)
2. Click Check box to proceed for payment -> Click on Proceed
3. Under State of Corporate/Institution ->Select Tamilnadu
4. Under Type of Corporate/Institution -> Select PSU – Public Sector Undertaking ->Go
5. Under PSU – Public Sector Undertaking Name -> Select BHEL PSSR CHENNAI and Submit
6. Under Select Payment Category ->-> SCT Tender EMD & Tender Fees

iii) Banker's Cheque or Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' (along with offer) and payable at Chennai.

iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) along with the offer.

v) In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms described above in clause no. 1.9.1. (i) to (iv) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank, (along with the Offer).

Note:

- a) Performa for Bank Guarantee for EMD is enclosed with this Tender.
- b) The Bank Guarantee shall be valid for at least six months from the due date of tender submission mentioned in the Notice Inviting Tender.
- c) Date of Expiry of Claim shall be as per format for Performa of Bank Guarantee for EMD.

Bank Details for the purpose of Taking EMD

Name and Address of Beneficiary:	Bharat Heavy Electricals Ltd. EVR Periyar Building, 690, Anna Salai, Nandanam, Chennai – 600 035
Name of Bank :	State Bank Of India

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Bank Branch Address:	SBI- Saidapet Branch, EVR Periyar Building, Nandanam, Anna Salai, Chennai – 600 035
IFSC Code :	SBIN0000912
Account No. :	10610819499

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

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

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

Sl. No.: 5

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

1.10 Security Deposit:

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

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- 1.10.3 The security Deposit should be furnished before start of the work by the contractor.
- 1.10.4 Modes of deposit:
- 1.10.4.1 The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished in any one of the following forms
- 1 Cash (as permissible under the extant Income Tax Act)
 - 2 Local cheques of Scheduled Banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer in favour of BHEL
 - 3 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
 - 4 Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - 5 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL and discharged on the back)
- (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- 1.10.5 At least 50% of the Security Deposit including the EMD should be deposited in any form as prescribed before start of the work and the balance 50% of the Security Deposit will be recovered by deducting 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.
- 1.10.6 The recoveries made from running bills (cash deduction towards balance SD amount) will be released against submission of equivalent Bank Guarantee in the prescribed formats, but only once, before completion of work.
- 1.10.7 The Security Deposit shall not carry any interest.
- 1.10.8 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the excess Security Deposit due the enhancement shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.10.9 The validity of Bank Guarantees towards Security Deposit shall be as per Performa for Bank Guarantee for SD and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL
- 1.10.10 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.
- 1.10.11 **Penalty for Delayed Remittance of Security Deposit**

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

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

Sl. No: 6

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

2.7.2.

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

- i) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
- ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii) Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv) Termination of Contract on account of any other reason (s) attributable to Contractor.

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- v) Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi) Non-compliance to any contractual condition or any other default attributable to Contractor.

Risk & Cost Amount against Balance Work:

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

Where,

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

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

H = Overhead Factor to be taken as 5

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

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

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

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

quantities as per amended Contract shall be considered as Contract Quantities.

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

total Quantities as per issued drawings would be deemed to be contract quantities.

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

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

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

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

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

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

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

2.7.2.2 In case Contractor fails to deploy the resources as per requirement, BHEL can deploy own / hired / otherwise arranged resources at the risk and cost of the contractor and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.

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

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.

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

Sl. No.: 7

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

2.7.9.1 Penalty for Intermediate Milestones

- 2.7.9.1.1 M1 and M2 shall be intermediate Milestones for each package of this work.
- 2.7.9.1.2 In case of slippage of these identified Intermediate Milestones, Delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones in reference to Form 14.
- 2.7.9.1.3 In case delay in achieving M1 milestone is solely attributable to the contractor, 0.5% per week of executable contract value* limited to Maximum 2% of executable contract value will be withheld.
- 2.7.9.1.4 In case delay in achieving M2 milestone is solely attributable to the contractor, 0.5% per week of executable contract value* limited to maximum 3% of executable contract value will be withheld.
- 2.7.9.1.5 Amount already withheld, if any, against slippage of M1 milestone, shall be released only if there is no delay attributable to contractor in achievement of M2 milestone.
- 2.7.9.1.6 Amount required to be withheld on account of slippage of identified intermediate milestone(s) shall be withheld out of respective milestone payment and balance amount (if any) shall be withheld @10% of RA Bill amount from subsequent RA bills.

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- 2.7.9.1.7 Final deduction towards LD (if applicable), on account of delay attributable to contractor shall be based on final delay analysis on completion / closure of contract. Withheld amount, if any due to slippage of intermediate milestones shall be adjusted against LD or released as the case may be.
- 2.7.9.1.8 In case of termination of contract due to any reason attributable to contractor before completion of work, the amount already withheld against slippage of intermediate milestones shall not be released and be converted in to recovery.

Note: * Executable contract value-value of work for which inputs/fronts were made available to contractor and were scheduled for execution till the date of achievement of that milestone.

SL No: 8

OVERRUN COMPENSATION (ORC)

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

2.12 OVERRUN COMPENSATION (ORC)

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

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

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

- 2.12.3.2 On completion of original contract period as well as on completion of each subsequent period of twelve months i.e. at the time of change in applicable

TECHNICAL CONDITIONS OF CONTRACT (TCC)

ORC rate, Delay Analysis shall be carried out and percentage shortfall attributable to both BHEL & Contractor shall be calculated.

2.12.3.3 For the purpose of calculation of ORC, executed value of work in the month shall be divided in Part-1 and Part-2 in proportion of percentage shortfall attributable to BHEL and contractor respectively, based on the last delay analysis as worked out in 2.12.3.2.

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

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

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

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

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

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

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

- i). Contractor has not been permitted by BHEL to de-mobilize
 - a) ORC amount of Rs. 1,00,000/- per month shall be applicable during the period of HOLD provided resources as planned are deployed (not demobilized) during the period of hold.

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

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

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

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

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

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

Sl. No.: 9

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

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

installments with any of the installment not exceeding 60% of the total eligible advance”.

- Clause 2.13.6 in GCC is revised as “The rate of interest applicable for the above advances shall be the Base rate of State Bank of India prevailing at the time of disbursement of the advance + 6%, and such rate will remain fixed till the total advance amount is recovered”.
- Clause 2.13.7 in GCC is revised as “Unadjusted amount of advances paid shall not exceed 5% of the total contract value at any point of time. Recovery of advances shall be made progressively from each Running Bill such that the advance amounts paid along with the interest is fully recovered by the time the contractor’s billing reaches 90% of contract value.”

Sl. No.: 10

Void

Sl No: 11

PRICE VARIATION COMPENSATION (PVC)

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

2.17 PRICE VARIATION COMPENSATION

Void. (Explanation: Price Variation Compensation is not applicable for this tender.)

Sl. No.: 12

Clause 2.21 on Arbitration in General Conditions of Contract (GCC), Volume-IC, Book-II, is revised as under:

2.21 ARBITRATION & CONCILIATION

2.21.1 ARBITRATION:

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

- 2.21.1.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

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

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

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

- 2.21.2 CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with

TECHNICAL CONDITIONS OF CONTRACT (TCC)

construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

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

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to Forms and Procedures. 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 Tender specification.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 to Forms and Procedures 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.

Note: Procedure 2.3 that forms the part of Forms and Procedures is published as Chapter 7 in Volume 1A Part II of this booklet (Volume-I Book-I).

2.21.3 NO INTEREST PAYABLE TO CONTRACTOR

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

Sl. No.: 13

Procedure 2.3 that forms the part of the “Forms and Procedures (Volume 1 Book 2)” is published as chapter 7 in Volume 1A Part II of this booklet (Volume-I Book-I).

TECHNICAL CONDITIONS OF CONTRACT (TCC)

SI No: 14

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

SI No: 15

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

SI. No.: 16

Clause 2.22 in GCC regarding Retention Amount is revised as under:

2.22 Performance Security Deposit

2.22.1 After award of work, before commencement of work at site Vendor shall submit 5% of the contract value towards Performance Security Deposit, in the form of (a) or (b) below.

(a) CASH (DD/ Online payment), 5% of the contract Value towards Performance Security Deposit, before commencing the contract

(or)

(b) Recovery 5% from Each Running Bill towards Performance security deposit.

(Note: Subcontractor has to choose either Option (a) or (b) before issue of Detailed LOI).

(c) However, Performance Security Deposit on part of PVC will be recovered at the rate of 5% from every running bill towards performance security deposit.

2.22.2 Refund of Performance Security Deposit:

a) 50% of Performance Security Deposit shall be released along with the final bill.

b) Balance 50% will be released after completion of Performance Guarantee Period (i.e., after expiry of Guarantee period), provided all the defects noticed during the guarantee period have been rectified to the satisfaction of BHEL Site Engineer/ BHEL Construction Manager, and after deducting all expenses/ other amounts due to BHEL under the contract/ other contracts entered into by BHEL with them. This portion of Performance Security Deposit, amount can be released on commencement of the Guarantee Period, on submission of equivalent Bank Guarantee.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Sl. No.: 17

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

Sl. No.: 18

Existing format for Integrity Pact, as available in Volume ID Forms and procedure stands Deleted. Revised Format is enclosed as Chapter 8 of TCC (Volume-1 Book-1).

Sl. No.: 19

Clause 2.15.5 on Extra Works of Contract (GCC), Volume-IC, Book-II, is revised as under:

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

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

Sl No: 20

Existing format for BANK GUARANTEE FOR SECURITY DEPOSIT, as available in Form No. F-11 (Rev 00) of Volume ID Forms and procedures stands deleted. Refer Proforma of Bank Guarantee (in lieu of Security Deposit)-Form WAM 22 provided in Chapter-6, Part-II of Volume-IA Technical Conditions of Contract.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME-IA PART-II CHAPTERS 2-12

Chapters 2-12 in the next 206 pages is as follows:

Sl no	DESCRIPTION	Chapter	No. of Pages
2	Revised forms – Form 14 and Form 15	Chapter-2	11
3	Health, Safety and Environment Plan for Site Operation By Subcontractors” (Doc. No. HSEP:14 Rev 00),	Chapter-3	72
4	Hire charges on issue of capital tools & Plants (Only corresponding charges)	Chapter-4	14
5	Proforma of Bank Guarantee (in lieu of Earnest Money)- Form WAM 23	Chapter-5	03
6	Proforma of Bank Guarantee (in lieu of Security Deposit)- Form WAM 22	Chapter-6	03
7	Procedure for Conduct of Conciliation Proceedings Procedure 2.3	Chapter-7	11
8	Integrity pact	Chapter-8	05
9	Layout if Coal Handling Plant-ICHP-Inside Plant Boundary(IS-0-PL-688-100-M002)	Chapter-9	01
10	Bore Log Details	Chapter-10	70
11	Technical Specification for Installation of Driven Cast In-Situ Compaction Piles	Chapter-11	08
12	Technical Specification for Installation of Vibro Displacement of Stone Column	Chapter-12	08



MONTHLY PLAN REVIEW WITH CONTRACTOR

PS-

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

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

Date of Plan/ Review

SN.	Description of work	Unit of Measurement	Unit Rate	Planned		Cumulative Shortfall attributable to contractor upto last month (Refer Note 1)		Achieved		Shortfall attributable to BHEL w.r.t Plan (as per Col. 3 of Part-D)		Cumulative Shortfall attributable to Contractor upto & including this month		REMARKS (Reasons for Shortfall attributable to Contractor. Supporting documents to be kept as record.)
				(QTY Planned for the month as per Part -C of last month)		Phy.	Financial	Phy.	Financial	Phy.	Financial	Phy.	Financial	
(a)	(b)	(c)	(d)	A										B
				Phy.	Financial	Phy.	Financial	Phy.	Financial	Phy.	Financial	Phy.	Financial	
	Value of Other Items not mentioned above but planned to be executed in this month													
	Total				ΣA		ΣB		ΣC		ΣD		ΣE	

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

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

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

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

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)



MONTHLY PLAN REVIEW WITH CONTRACTOR

PS-

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

PART – B-1: PLAN/REVIEW OF DEPLOYMENT OF MAJOR T&Ps FOR THE MONTH OF Date of Plan/ Review

CONTRACTOR'S SCOPE:-

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

Note: In case, E>B, it shall be considered as E=B. Similarly, in case D>A, it shall be considered as D=A. Percentage of T&P Deployed = ΣF x 100

BHEL SCOPE:-

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

BHEL (Sign with name, designation and date)

CONTRACTOR (Sign with name, designation and date)



MONTHLY PLAN REVIEW WITH CONTRACTOR

Form No: F-14 (Rev 01)

PS-

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

PART – B-2: PLAN/ REVIEW OF DEPLOYMENT OF MANPOWER FOR THE MONTH OF Date of Plan/ Review

CONTRACTOR'S SCOPE:-

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

Percentage of Manpower Deployed=100 x Σ(CxD)/Σ(AxB)

BHEL (Sign with name, designation and date)

CONTRACTOR (Sign with name, designation and date)



MONTHLY PLAN REVIEW WITH CONTRACTOR

PS-

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

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

Date of Plan

SN.	Description of work	Original Planned Quantity	Planned Quantity (excluding shortfalls attributable to contractor till date)	Unit of Measurement	T&Ps Required				Manpower Required		REMARKS (Reasons for difference in Original Planned Quantity w.r.t. Planned quantity to be given)
					Contractor Scope		BHEL Scope		Category of Labour	No. of Labour required as per Category	
					Major T&P to be deployed as per work planned for the month	Quantity	Major T&P to be deployed as per work planned for the month	Quantity			

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

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

BHEL (Sign with name, designation and date)

CONTRACTOR (Sign with name, designation and date)



MONTHLY PLAN REVIEW WITH CONTRACTOR

PS-

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

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

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

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

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

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No.: F-15 (Rev 02)

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

Name and Signature of BHEL Package In-charge

Name and Signature of Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No.: F-15 (Rev 02)

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Project		Vendor			Package/Unit	
Sl. No.	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Supporting Documents
#2.01	Cumulative number of days of delay in submission of Plan FOR THE MONTH supported by deployment plan of Major T&Ps and Manpower (as per Form F-14) and relevant construction/layout drawings - like A4 plan / elevation views of plan status for structures / pressure parts/Civil Works, Piping isometrics for piping, Layout / PID / System reference sketch, Unloading / storage plans etc.as applicable.	PERFORMANCE	5		Number of days delayed from second working day of the month	Daily Log Book entry/Incident Registers/letter references
#2.02	Percentage of timely submission of Daily Reports for Progress of work, Resources, Consumables etc.	PERFORMANCE	1.5		Percentage of timely submission of daily reports/ Scheduled date is successive next day for each day	Daily Log Book entry/Incident Registers/letter references
#2.03	Number of days delayed for submission of FQP log sheets / protocols / Monthly Progress Reports for the work executed during the month under measurement	PERFORMANCE	1.5		Number of days delayed/Scheduled date is first 2 working days of next month	Daily Log Book entry/Incident Registers/letter references
#2.04	Percentage Shortfall attributable to contractor w.r.t. "Plan - Shortfall attributable to BHEL" for the month as per Form-14	PERFORMANCE	35		As per Part-A of Form-14	Progress review formats
#2.05	Number of days delayed in submission of Running bills with complete supporting documents (including updated reconciliation statement of BHEL issued material) for the month	PERFORMANCE	2		Number of days delayed / Scheduled date is 7th day of next month	Daily Log Book entry/Incident Registers/letter references
#2.06	Number of times the Top Management of contractor did not respond to critical issues of site, for the month	PERFORMANCE	1		Total number of instances	Daily Log Book entry/Incident Registers/letter references
#2.07	Cumulative number of days in the month the works were stopped / refused on interpretation of contract clauses/scope due to tendency of taking undue advantage by interpreting contract clauses in their favour	PERFORMANCE	2		Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#2.08	Number of times rework was refused by contractor	PERFORMANCE	1		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package In-charge

Name and Signature of Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No.: F-15 (Rev 02)

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

Name and Signature of BHEL Package In-charge

Name and Signature of Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No.: F-15 (Rev 02)

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

Name and Signature of BHEL Package In-charge

Name and Signature of Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

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

Name and Signature of BHEL Package In-charge

Name and Signature of Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No.: F-15 (Rev 02)

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

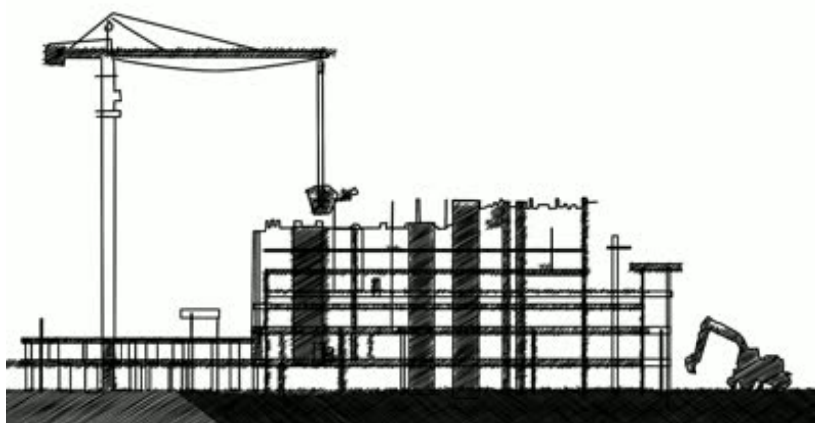
Performance Score Summary for the Month	Total Score	Score Obtained
QUALITY	10	
PERFORMANCE	50	
RESOURCES	20	
SITE INFRASTRUCTURE & SERVICE	5	
SITE FINANCE	5	
HSE & SA	10	
OTHERS (deductions if any)	0	
TOTAL	100	

Note:

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

Name and Signature of BHEL Package In-charge

Name and Signature of Contractor



**HEALTH,
SAFETY and
ENVIRONMENT
PLAN**

for

**SITE
OPERATIONS**

by

**SUB-
CONTRACTORS**

POWER SECTOR



HEALTH, SAFETY AND ENVIRONMENT
PLAN FOR
SITE OPERATION by SUBCONTRACTORS

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REV: 00

Date: 12.08.2014

POWER SECTOR

DOCUMENT ISSUE SHEET

	Prepared	Reviewed	Approved
Name	Sanghamitra B. Jayant	A.K. Sinha	Anuj Bhatnagar
Designation	Dy. Manager PSHQ(FQA & Safety)	GM PSHQ(FQA & Safety)	ED PSHQ(FQA & Safety)
Signature			
Date	12/8/14	12/8/14	12/8/14

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.



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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

Power Sector HSE Policy

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

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

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

Sd/-

Date: 01.05.2013

Director (Power)



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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-HOUR 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/ Supervisor	Safety-	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 work site.
- Shall ensure availability of sufficient number of toilets /restrooms and adequate drinking water at work site and labour colony.
- Shall ensure adequate emergency preparedness.
- Shall be member of site HSE committee and attend all meetings of the committee
- Power source for hand lamps shall be maximum of 24 v.
- Temporary fencing should be done for open edges if Hand – railings and Toe-guards are not available.

7.2.2 HEALTH, SAFETY AND ENVIRONMENT OFFICER OF SUBCONTRACTOR

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



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8.0 PLANNING BY SUBCONTRACTOR

8.1 MOBILISATION OF MACHINERY/EQUIPMENT/TOOLS BY SUBCONTRACTOR

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

8.2 MOBILISATION OF MANPOWER BY SUBCONTRACTOR

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



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

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

- The subcontractor shall provide necessary first aid facilities as per schedule III of BOCW. At every work place first aid facilities shall be provided and maintained.
- The first aid box shall be kept by first aider who shall always be readily available during the working hours of the work place. His name and contact no to be displayed on the box.
- The first aid boxes should be placed at various elevations so as to make them available within the reach and at the quickest possible time.
- The first aid box shall be distinctly marked with a Green Cross on white background.
- Details of contents of first aid box is given in Annexure No. 01
- Monthly inspection of First Aid Box shall be carried out by the owner as per format no. HSEP:13-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:13-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	300
	rough measurements etc.	
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:13-F03) to declare that he had understood the content and shall abide to follow and comply with safe work practices. They may only then be qualified to be issued with a personal I.D. card, for access to the work site.

9.2 HSE TOOLBOX TALK

- HSE tool Box talk shall be conducted by frontline foreman/supervisor of 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:13-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.



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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 handing 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 Synchronisation		

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 tonRefer 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 out side 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 alongwith separate fall arrestor. Rope ladder should be discouraged.

11.3.11 WORKING PLATFORM

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

11.3.12 EXCAVATION

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

11.3.13 LADDER SAFETY

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

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

11.3.14 LIFTING SAFETY

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



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

11.3.15 HOISTING APPLIANCE

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

11.4 ENVIRONMENTAL CONTROL

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

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

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

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

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

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

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

11.5 HOUSEKEEPING

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



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

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

11.6 WASTE MANAGEMENT

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

11.6.1 BINS AT WORK PLACE

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

11.6.2 STORAGE AND COLLECTION

- Different types of rubbish/waste should be collected and stored separately.
- Paper, oily rags, smoking material, flammable, metal pieces should be collected in separate bins with close fitting 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:13-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:13-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:13-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:13-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.

13.0 HSE PERFORMANCE

HSE performance of the subcontractor shall be monitored as per the following parameters:

Sl. No.	Parameters of measurement
1	Timely deployment of qualified safety officer and cumulative number of days in a month the required no. of qualified safety officer is available
2	Shortfall in number of meetings in the month conducted or attended by the safety officer
3	Level of compliance wrt decisions taken in previous meetings/audit/inspection/as reported.
4	Delay in submission of monthly report on safety in the prescribed format
5	Delay in reporting any incident including near-miss to BHEL /Customer/statutory authority(if required)
6	Degree of PPE non-compliance
7	Non- conducting of health check-up as per BOCW requirements
8	Non availability of proper first-aid facility , ambulance, adequate labour welfare initiatives
9	Non conductance of induction training and tool box meeting
10	Total number of instances in the month, House keeping NOT attended inspite of instructions by BHEL i.e. removal/disposal of surplus earth/ debris/scrap/unused/surplus cable drums/other electrical items/surplus steel items/packing material

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

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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 sitemangement
- 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 causeand 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:13-F01	00
02	Health Check Up	HSEP:13-F02	00
03	HSE Induction Training	HSEP:13-F03	00
04	Tool Box Talk	HSEP:13-F04	00
05	Monthly Site HSE Report	HSEP:13-F05	00
06	Inspection of PPE	HSEP:13-F06	00



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



**HEALTH, SAFETY AND ENVIRONMENT
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POWER SECTOR

Angle + 70 ⁰ from horizontal				
Other				
HOISTS, CRANES AND DERRICKS				
Condition of cables and sheaf OK				
Condition of slings, chains, hooks OK				
Inspection & maintenance log maintained				
Outriggers used				
Signals observed and understood				
Qualified operators				
Others				
MACHINERY, TOOLS & EQUIPMENT				
Proper instruction				
Safety devices				
Proper cords				
Inspection and maintenance				
Other				
VEHICLE AND TRAFFIC				
Rules and regulations observed				
Inspection and maintenance				
Licensed drivers				
Other				
TEMPORARY FACILITIES				
Emergency instructions posted				
Fire extinguishers provided				
Fire-aid equipment available				
General neatness				
Others				
FIRE PREVENTION				
Personnel instructed				
Fire extinguishers checked				
No smoking in prohibited areas.				
Hydrants				
Clearance				
Others				
ELECTRICAL				
Proper wiring				
ELCB's provided				
Ground fault circuit interrupters				
Protection against damage				
Prevention of tripping hazards				
Other				
HANDLING & STORAGE OF MATERIALS				
Properly stored or stacked				
Passageways clear				
Other				
FLAMMABLE GASES AND LIQUIDS				
Containers clearly identified				
Proper storage				
Fire extinguisher nearby				



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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.				



**HEALTH, SAFETY AND ENVIRONMENT
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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 20030)	Safe Use of Cranes-Code of Practice
(24)	IS:14166:1994 (Reaffirmed 2002)	Respiratory Protective Devices-Full Face Masks Specification
(25)	IS:14746 : 1999 (Reaffirmed 2003)	Respiratory Protective Devices-Half Masks and Quarter Masks - Specification
(26)	IS : 15397 :2003 (Reaffirmed 2008)	Portable Extinguisher Mechanical Foam Type(Stored Pressure)-Specification
(27)	IS: 19011:2002	Guidelines for Quality and/or Environmental Management Systems Auditing



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

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

FORMAT NO: HSEP:13-F01

REV NO.: 00

PAGE NO. 01 OF 02

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

Number of employees on the site:- _____

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

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

FORMAT NO: HSEP:13-F01

REV NO.: 00

PAGE NO. 02 OF 02

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

Signature of Subcontractor's Site I/C::

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

FORMAT NO: HSEP:13-F02

REV NO.: 00

PAGE NO. 01 OF 02

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

NAME:

History Of Past Illness	H/O Epilepsy
	H/O Drug Allergy
	H/O Diabetics/ Hypertension
	H/O Unconsciousness

Personal History

EXAMINATION		OBSERVATION	
<u>General Physical Examination</u>			
Height	:		
Weight	:		
BMI	:		
Built And nourishment	:		
Pallor	:		
Temperature	:		
Chest Expansion	:	Inspiration	Expansion
Lymph Node Enlargement	:		
<u>Ear, Nose, Throat</u>	:		
Ear	:		
Nose	:		
Throat	:		

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

FORMAT NO: HSEP:13-F02

REV NO.: 00

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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

PERSONAL PROTECTIVE EQUIPMENTS

FORMAT NO: HSEP:13-F06

REV NO.: 00

PAGE NO. 01 OF 01

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

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

Signature of Site I/C of Subcontractor :

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

FORMAT NO: HSEP:13-F07

REV NO.: 00

PAGE NO. 01 OF 01

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

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

Signature-Site Safety Officer (BHEL)

Signature-Subcontractor/ Subcontractor's
Safety Officer

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

FORMAT NO: HSEP:13-F08

REV NO.: 00

PAGE NO. 01 OF 01

Name of Site	
Name of Sub-Contractor	
Date of Inspection	

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

Signature of Site I/C of subcontractor :

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

FORMAT NO: HSEP:13-F09

REV NO.: 00

PAGE NO. 01 OF 03

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

Crane Reg. No (Make/Model) _____

Name of Driver/Operator _____

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

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

FORMAT NO: HSEP:13-F09

REV NO.: 00

PAGE NO. 02 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:13-F09

REV NO.: 00

PAGE NO. 03 OF 03

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

Signature of Site I/C of subcontractor :

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

FORMAT NO: HSEP:13-F10

REV NO.: 00

PAGE NO. 01 OF 02

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

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

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

FORMAT NO: HSEP:13-F10

REV NO.: 00

PAGE NO. 02 OF 02

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

Signature of Site I/C of subcontractor :

**POWER SECTOR****INSPECTION OF WELDING AND GAS
CUTTING**FORMAT NO: HSEP:13-F11
REV NO.: 00
PAGE NO. 01 OF 02

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****INSPECTION OF WELDING AND GAS
CUTTING**

FORMAT NO: HSEP:13-F11

REV NO.: 00

PAGE NO. 02 OF 02

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

Signature of Site I/C of subcontractor :

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

FORMAT NO: HSEP:13-F12

REV NO.: 00

PAGE NO. 01 OF 02

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

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

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

FORMAT NO: HSEP:13-F12

REV NO.: 00

PAGE NO. 02 OF 02

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

Signature of Site I/C of subcontractor :



POWER SECTOR
INSPECTION OF ELEVATOR

FORMAT NO: HSEP:13-F13
REV NO.: 00
PAGE NO. 01 OF 01

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

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

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

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

FORMAT NO: HSEP:13-F14

REV NO.: 00

PAGE NO. 01 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 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.



POWER SECTOR

HSE PENALTY

FORMAT NO: HSEP:13-F14

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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:13-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		



SAFETY WORK CLEARANCE

Permit no. _____

Project: _____

Emergency Contact Nos: _____

Subcontractor: _____

BURNING/WELDING /HOT WORK PERMIT

Area : _____ Date: _____ Time: _____

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

Name of Work Performing Contractor: _____

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

Description of Work: _____

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

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

The following precautions are to be taken:

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

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

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

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

Name of BHEL Safety Representative: _____ Sign: _____

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

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

Permit Cancellation:

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

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

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

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

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

Original at BHEL site

Second Copy – BHEL SAFETY

Third Copy : Contractor



SAFETY WORK CLEARANCE

Permit no. _____

Project: _____

Emergency Contact Nos: _____

Subcontractor: _____

LIFTING ACTIVITY PERMIT

Area : _____ Date: _____ Time: _____

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

Name of Work Performing Contractor: _____

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

Description of Work: _____

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

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

The following precautions are to be taken:

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

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

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

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

Name of BHEL Safety Representative: _____ Sign: _____

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

Name of Work Performing Authority: _____ **Sign:** _____ **Date:** _____ **Time:** _____**Permit Cancellation:**

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

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

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

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

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

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



SAFETY WORK CLEARANCE

Permit no. _____

Project: _____

Emergency Contact Nos: _____

Subcontractor: _____

WORKING AT HEIGHT PERMIT

Area : _____ Date: _____ Time: _____

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

Name of Work Performing Contractor: _____

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

Description of Work: _____

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

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

The following precautions are to be taken:

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

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

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

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

Name of BHEL Safety Representative: _____ Sign: _____

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

Name of Work Performing Authority: _____ **Sign:** _____ **Date:** _____ **Time:** _____**Permit Cancellation:**

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

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

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

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

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

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



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

From : Kalyan Coari
AGM-Finance

For : As Per Distribution List

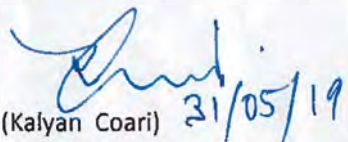
No. PW:FM:FAX:T&P Hire :2019-21

Dated : 31st May, 2019

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

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

- (i) Annexure C1 & T1 : Rates of hire charges applicable to contractors working for BHEL
- (ii) Annexure C2 & T2 : Rates of hire charges applicable to outside agencies other than Contractors working for BHEL.
2. The Crane Operator's charges will be as follows :
 - A. **If BHEL operator is utilised Rs. 7200/- (Rupees Seven thousand two hundred only) per day of 8 hours.** For services less than 4 hours, half of per day rate will be charged. For services for 4 hours or more but up to 8 hours, full day rate will be charged. Overtime Allowance (OTA) will be charged at double the rate on hourly basis.
 - B. **If vendor sourced operator is provided, the rates shall be the actual cost to BHEL with 30% overheads.**
3. The hire charges of Capital Tools & Plants are exclusive of operating expenses e.g. fuel & consumables. **All Operating expenses are chargeable to User's account.**
4. All other terms and conditions / aspects governing the issue of T&P on Hire "will remain the same as already circulated vide our letter of even number dated 22.1.1992 (copy enclosed).
5. **The revised rates will be effective from 01.06.2019 and will remain valid upto 31.5.2021.** This will be subject to revision thereafter.
6. For any additional item, the rates of hire charges will be worked out jointly by PS-MSX & Finance (PS-Hqrs) on specific request. All necessary details will be provided by the concerned Region.


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

Encl : As above



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

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

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

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

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

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

...2/-



- iii) Operator's charges are on per day basis considering average 8 working hours, For services of less than 4 hours, half the rates will be charged. For services of 4 hours upto 8 hours, full daily rates will be charged. Overtime will be charged at double the rates on hourly basis. ||
- iv) The hire charges are recoverable on the basis of out time and in time i.e. from the time a particular item is issued to the contractor from BHEL's store till the time it is returned. However, (where the hourly rate is applicable for T&P which cannot be frequently returned due to intermittent use, logging shall be done for actual use and charged accordingly. In case of cranes, marching time for onward and return shall be charged at 50% of the hire charges rates. ||
-
- v) The rates do not include transportation charges from and to BHEL's store. Safe transportation of T&P from and to BHEL's store shall be the contractors responsibility. ||
- vi) Small T&P items i.e. items costing less than Rs. 10,000/- each shall not be issued to contractors on hire charges. Such items may however be issued to contractors on non-returnable basis at replacement cost plus 30% overheads reduced by depreciation as applicable or a certain reserve price whichever is higher. ||
- vii) If a contractor commits certain T&P at the time of award of contract/L.O.I. and fails to actually deploy the same in time at site, then even for contractors working for BHEL, higher rates of hire charges as given in Annex 2.1 & 2.2 shall be applicable for such items. ||

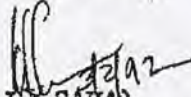

The revised rates of hire charges and operator's charges as enclosed, together with terms stated above and other aspects/conditions relating to issue of T&P to sub contractors as given in Appendix I shall be effective from 1.2.1992 till 31.10.93 and will be subject to revision thereafter.

...3/-



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

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


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


Encl : As above.

DISTRIBUTION :

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Advisor (Finance) Corporate Office, N.Delhi.

S.A. to Director (Power).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bank Guarantee No.....

Date.....

To
(Employer's Name and Address)

.....

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁶
- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before _____⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of
(Name of the Bank)

(Signature of Authorised signatory)

Date.....

Place of Issue.....

- ¹ Details of the Invitation to Bid/Notice Inviting Tender (Tender Ref. No. Eg. - BHEL PSSR SCT XXXX)
- ² Name of Tenderer
- ³ REGISTERED Office Address of the Tenderer
- ⁴ Details of the Work i.e Tender Description
- ⁵ EMD Amount as mentioned in Notice Inviting Tender
- ⁶ BG Amount in words and Figures (BG Amount shall be Minimum of EMD amount less Rs. 2 Lakhs)
- ⁷ Validity Date
- ⁸ Date of Expiry of Claim Period (Claim Period shall be minimum of 3 Months after the validity date of Bank Guarantee)

Note:

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

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

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

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

To
 (Employer's Name and Address)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at *BHEL House, Siri Fort, Asiad, New Delhi – 110049* through its unit at *Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600035* having agreed to exempt _____¹ (Name of the Vendor / Contractor / Supplier) with its registered office at _____² (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract arising vide Letter of Intent (LOI) reference No. _____ dated _____³ valued at Rs. _____⁴ (Rupees _____ only)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only),

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

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

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

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may

be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

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

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

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

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁵
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

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

(Signature of Authorised signatory)

¹ NAME OF VENDOR /CONTRACTOR / SUPPLIER
² REGISTERED OFFICE ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
³ LETTER OF INTENT(LOI) REFERENCE NO. WITH DATE
⁴ CONTRACT VALUE (AS MENTIONED IN LOI)
⁵ BG AMOUNT IN FIGURES AND WORDS
⁶ VALIDITY DATE
⁷ DATE OF EXPIRY OF CLAIM PERIOD (CLAIM PERIOD SHALL BE MINIMUM OF 3 MONTHS AFTER VALIDITY DATE)

Note:

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

PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format 7** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-8** hereto.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

- 7.** The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
- 8.** Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
- 9.** In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
- 10.** Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
- 11.** When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
- 12.** In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
- 13.** Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
- 14.** In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after

seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

- 15.** The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
- 16.** Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
- 17.** In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
- 18.** A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
- 19.** The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
- 20.** Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
- 21.** Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged

absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a. On the date of signing of the Settlement agreement by the Parties; or,
- b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)

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

Sl No	Particulars	Amount
		Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

- 24.** The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
- 25.** If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
- 26.** The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
- 27.** Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
- 28.** The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
- 29.** The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement,

except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.

- 30.** The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a.** Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b.** admissions made by the other party in the course of the Conciliator proceedings;
 - c.** proposals made by the Conciliator;
 - d.** The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
- 31.** The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 32.** None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 33.** The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
- 34.** The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

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

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

SI. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

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

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of BHEL

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A
STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC**

To,

BHEL (Head of the Unit/Division/Region/Business Group)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE
CONTRACT BY A STAKEHOLDER**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above-referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl. No.	Claim description	Amount involved

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

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of the Stakeholder

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: **INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract/MoU/Agreement/LOI/LOA, if possible.

Name and contact details of Conciliator(s)

- a)
- b)
- c)

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

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

Package A and Package B for Civil works to carry out ground improvement compaction piles in various structures of CHP & AHP of 2X660MW Ennore SEZ including supply of all materials, labour, Tools & Plants

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.

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 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.
- 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.

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
(Office Seal)

Place: *Chennai*

Date: *25-09-2019*

एस. पि. सेतुरामन / S.P. SETHURAMAN
वरिष्ठ प्रबन्धक - उप संविदा / Sr. Manager Sub-Contract
BHEL - P.S.S.R.
690, Anna Salai, Nandanam, Chennai - 600 035.

Witness: 

(Name & Address) *Shau Tendras Kumar*

BHEL PSSR

For & On behalf of the Bidder / Contractor
(Office Seal)

Place: _____

Date: _____

Witness: _____

(Name & Address) _____

