

**TENDER SPECIFICATION  
BHEL: PSSR: SCT: 1921  
FOR**

**Hiring of One No. Suitable Capacity Heavy Lift High Reach (HLHR) Hydraulic crawler crane with Operation and Maintenance crew  
at  
5 x 800MW Yadadri Thermal Power Project,  
Dameracherla, Nalgonda Dist., Telangana State**

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



**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

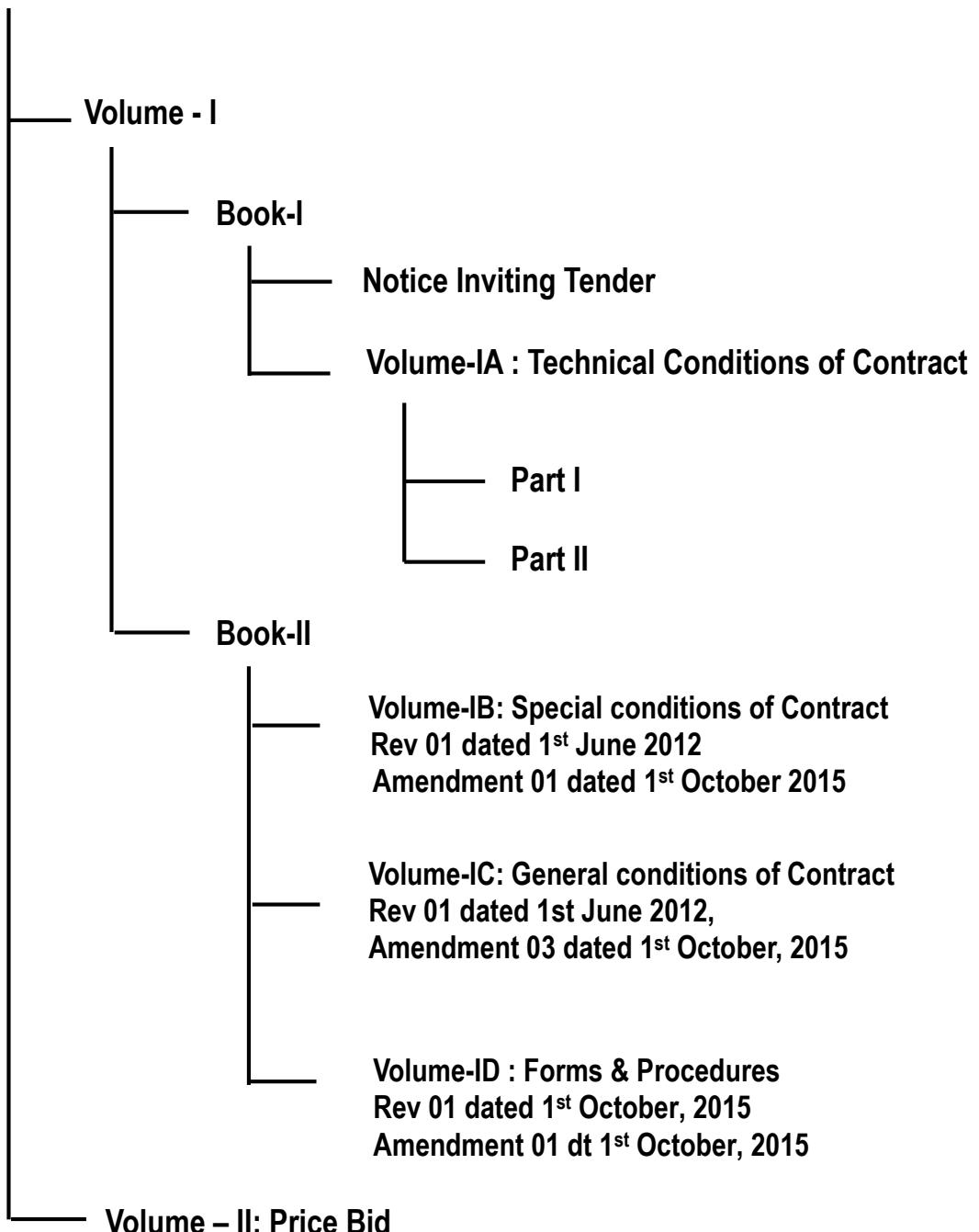
Power Sector – Southern Region

Tek Towers, No. 11, Old Mahabalipuram Road

Okkiyam Thoraipakkam, Chennai - 600097

## **TENDER SPECIFICATION CONSISTS OF**

### **Tender Specification**



# NOTICE INVITING TENDER

## NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



Tender Specification No.: BHEL: PSSR: SCT: 1921

# NOTICE INVITING TENDER

Ref: BHEL: PSSR: SCT: 1921

Date: September 30, 2020

## **NOTICE INVITING TENDER (NIT)**

Submission only through E-Procurement Portal

[\*\*https://bhel.abcprocure.com\*\*](https://bhel.abcprocure.com)

**Note: Bidder may download Tender Document from web sites**

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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://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)	<b>TENDER NUMBER</b>	<b>BHEL: PSSR: SCT: 1921</b>	
ii)	<b>Broad Scope of job</b>	Hiring of One No. Suitable Capacity Heavy Lift High Reach (HLHR) Hydraulic crawler crane with Operation and Maintenance crew at 5x800 MW Yadadri Thermal Power Project, Dameracherla, Nalgonda Dist., Telangana State	
iii)	<b>DETAILS OF TENDER DOCUMENT</b>		
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, Rev 01 dated 1st June 2012, Amendment 01 dated October 01, 2015	Applicable
C	Volume-IC	General conditions of Contract Rev 01 dated 1st June 2012, Amendment 03 dated October 01, 2015	Applicable
D	Volume-ID	Forms & Procedures Rev 01 dated 1st June 2012 Amendment 01 dated October 01, 2015	Applicable
E	Volume-II	Price Schedule (Absolute value).	Applicable

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Tender Specification No.: BHEL: PSSR: SCT: 1921

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iv)	Issue of Tender Documents	<p>1. This is an E-tender floated online through our E-Procurement Portal <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a></p> <p>2. <b>Sale</b> <b>Start: 30.09.2020</b> <b>Close:</b> Tender documents for bidder's reference can be downloaded from this website till due date of submission</p> <p>3. <b>From:</b> BHEL website (<a href="http://www.bhel.com">www.bhel.com</a> -&gt; Tender Notifications).</p>	Applicable
v)	Due Date & Time of Offer Submission	<p><b>Date: 21.10.2020, Time : 15.00 Hrs</b> The bidder should submit their offer online in e-Procurement portal at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a></p> <p><b><u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u></b></p> <p><b>Hard copy bid or bids through E-mail / fax shall not be accepted.</b></p>	Applicable
vi)	Opening of Tender	<p><b>Date: 21.10.2020, Time : 15.30 Hrs</b> Notes:</p> <p>(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.</p> <p>(2) Bidder may record their presence online, during tender opening. However, this being an e-tender it shall be opened online.</p>	Applicable
vii)	EMD Amount	<p><b>Rs. 5,50,000 /-</b> (Rupees Five Lakhs Fifty Thousand only).</p> <ul style="list-style-type: none"> <li>- Refer Vol-1A Part-II Chapter-1 of Technical Conditions of Contract (Volume-I, Book-I) for mode of payment of EMD.</li> <li>- Exemption of EMD for MSEs is not applicable for this tender.</li> <li>- One time EMD is not applicable for this tender.</li> </ul>	Applicable
viii)	Cost of Tender	<p><b>Rs.2,000/-</b> (Rupees Two Thousand Only)</p> <ul style="list-style-type: none"> <li>- Cost of tender shall be remitted through, Electronic Fund Transfer credited in BHEL account or Banker's cheque or Pay order or Demand draft, in favour of BHEL.</li> <li>- <b><u>Exemption of Cost of Tender for MSEs is not applicable for this tender.</u></b></li> </ul>	Applicable

## NOTICE INVITING TENDER

ix)	Last Date For Seeking Clarification	Bidders may submit their queries in <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> at least 5 days before the due date of offer submission 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: 12.10.2020, Time: 11.00 AM at BHEL Power Sector – Southern Region Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai - 600097	Applicable
xi)	Integrity Pact & Details of Independent External Monitor (IEM)	-	Not Applicable
		<p>For all clarifications /issues related to the tender, please contact:</p> <ol style="list-style-type: none"> <li>1. Mr.Sreenath N G, Dy. Manager/SCT BHEL-PSSR Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai – 600097 Mob: +91-9445040923 Email: <a href="mailto:sreenath.ng@bhel.in">sreenath.ng@bhel.in</a></li> <li>2. Mr. Vinod Jaseja, SDGM/ SCT BHEL-PSSR Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai – 600097 Mob: +91-9453039786 Email: <a href="mailto:jaseja@bhel.in">jaseja@bhel.in</a></li> </ol>	
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> → Tender Notifications), CPP Portal <a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a> & portal <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> . These will not be published in the newspapers. Bidders to keep themselves updated with all such information. This also form part of tender hence the same shall be enclosed with their offer.	

# NOTICE INVITING TENDER

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**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.**

**3.0** Unless specifically stated otherwise, bidder shall remit cost of tender through, Electronic Fund Transfer credited in BHEL account or Banker's cheque or Pay order or Demand draft, in favour of BHEL.

**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) under the heading 'Modes of Deposit of EMD'. Please note that 'One Time EMD' shall not be considered. **It is to be noted that proof of remittance for EMD shall be made available at BHEL PSSR Office prior to tender opening.**

**5.0** **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement portal <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement portal at <https://bhel.abcprocure.com>. Hard copy bid or bids through email/ fax shall not be accepted.

## **I. Pre-requisite for Offer Submission: -**

**Digital Certificate:** To access an e-Tender, you need to have a Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption (Required both digital signature certificate: Signing & Encryption) of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India. Valid Digital Signature Certificate (DSC) must be installed in a computer system from where you want to access the website.

### **MINIMUM REQUIREMENT: (Mandatory)**

- Computer with good Internet Connection.
- Operating System should be Windows Vista / Windows 7 and above.
- Web Browsers: Internet Explorer 9.0 (32-bit Browser only) & above

**At first time login, to verify and approve your login profile & DSC, you are requested to contact e-Procurement Service Provider.**

**Also please Refer "Bidder Manual for BHEL Bidders" and "Minimum System Requirements and Settings Document for BHEL user & Bidders" available at <https://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-II/III Digital Signature Certificate (DSC) for Signing & Encryption.

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## i) The Requirement:

- a. A PC with Internet connectivity &
- b. DSC (Digital Signature Certificate) Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption

**Vendors are also requested to go through bidder manual available on <https://bhel.abcprocure.com>**

## III. E-procurement service Provider:-

### **Address:**

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

### **Timing:**

Indian Standard Time (+5:30 GMT): 10:00 AM - 07:00 PM (Monday to Friday)  
Indian Standard Time (+5:30 GMT): 10:00 AM - 04:00 PM (Saturday)

The contact details of the service provider are given below:

**Contact: +91-79-40270549/560/590**

**E-Mail: Bhel.Support@abcProcure.com**

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

**<https://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 tender (preferably in pdf format):

- i). Tender Cost and Earnest Money Deposit (EMD) furnished in accordance with **NIT Clause 3.0 & 4.0**.
- 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.

# NOTICE INVITING TENDER

- 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.

## **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. DO NOT'S**

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

**Vendors are also requested to go through bidder manual available on <https://bhel.abcprocure.com>**

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

SI No	Description	Remarks
	<b>Techno-Commercial Bid CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter / Offer forwarding letter of Tenderer.	To be uploaded under the form Techno-commercial Bid.

## NOTICE INVITING TENDER

ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. In case of any deviation, the same should be submitted separately for technical &amp; 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) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</li> <li>2. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding.             <ol style="list-style-type: none"> <li>(i) In case of acceptance of the deviations, appropriate loading shall be done by BHEL</li> <li>(ii) In case of unacceptable deviations, BHEL reserves the right to reject the tender.</li> </ol> </li> </ol>	To be uploaded under the form Techno-commercial Bid.
iii.	<p>Supporting documents / annexure / schedules / drawing etc as required in line with Pre-Qualification criteria. (Technical &amp; 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, E-mail ID, etc.</p>	To be uploaded under the form Techno-commercial Bid.
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)	Not applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification / NIT	To be uploaded under the form Techno-commercial Bid.
vii.	Notice inviting Tender (NIT)	To be uploaded under the form Techno-commercial Bid.
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	To be uploaded under the form Techno-commercial Bid.

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ix.	Volume – I B : Special Conditions of Contract (SCC)	To be uploaded under the form Techno-commercial Bid.
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	To be uploaded under the form Techno-commercial Bid.
xiii.	Any other details preferred by bidder with proper indexing.	To be uploaded under the form Techno-commercial Bid.

**Caution to Bidders: -**

The duly signed & stamped copies of Volume – 1 Book 1 & Volume 1 Book 2 are to be attached as a part of your offer, in their respective sections. Also for any further queries, please refer “Bidder Manual for BHEL Bidders” available at <https://bhel.abcprocure.com>

	<b>PRICE BID</b> consisting of the following shall be provided as mentioned below	
i	<p><b>Price/ Total Amount corresponding to the total works as specified in “Rate Schedule” available in “Volume II – PRICE BID (latest Revision) shall be quoted in the Price Bid Form available in e-Procurement portal.</b></p> <p><b>Bidders to note that total amount quoted by the bidder in Price Bid - “Bidding Forms” of e-Procurement Portal shall be considered for evaluation of offer.</b></p>	To be uploaded under the form Price Bid.

**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.**

**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: **Not Applicable**

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**10.0** Void

**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 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 clarification provision available in procurement portal <https://bhel.abprocure.com> or 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 deem to be in compliance with tender including PBD.

**16.0** Bidders shall submit Integrity Pact Agreement, if applicable, (Duly signed by authorized signatory who signs in the offer), along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The Integrity pact is to be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder. 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

## NOTICE INVITING TENDER

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

**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 shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

**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.

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

**24.0** Void

**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 "[www.bhel.com](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 "[www.bhel.com](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.

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**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** 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.

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

31.1 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.

31.2 Commitment by Bidder / Supplier / Contractor:  
31.2.1 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.  
31.2.2 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 the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.  
31.2.3 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.  
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 [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

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

33.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

**34.0 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 Dt. 1st October 2015
- f. General Conditions of Contract (GCC) —Volume-1C  
Rev. 01 Dt. 01 Jun 2012; Amendment: 03 Dt. 1st October 2015
- g. Forms and Procedures —Volume-1D  
Rev. 01 Dt. 01 Jun 2012; Amendment: 01 Dt. 1st October 2015

For and on behalf of BHARAT HEAVY ELECTRICALS LTD

General Manager / SCT, Purchase & Debtors

**Enclosure**

1. Annexure-1: Pre Qualifying criteria.
2. Annexure-2: Check List.
3. Annexure-3 Technical Pre qualifying criteria.
4. Annexure-4 Annexure to Pre-Qualifying Criteria.
5. Annexure-5 Tender Schedule.
6. Other documents as per this NIT.

# NOTICE INVITING TENDER

## ANNEXURE - 1

### PRE QUALIFYING CRITERIA

<b>JOB</b>		Hiring of One No. Suitable Capacity Heavy Lift High Reach (HLHR) Hydraulic crawler crane with Operation and Maintenance crew at 5x800 MW Yadadri Thermal Power Project, Dameracherla, Nalgonda Dist., Telangana State		
<b>Tender No.</b>		<b>BHEL: PSSR: SCT: 1921</b>		
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
<b>A</b>	<b>Submission of Integrity Pact duly signed (if applicable)</b> <b>(Note:</b> To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)		Not Applicable	
<b>B</b>	<b>Technical</b>			
	Refer Annexure -3	Applicable	To be filled in Annexure-4	
<b>C</b> <b>C-1</b>	<b>FINANCIAL Turnover</b> Bidders must have achieved an average annual financial turnover (Audited) of Rs. 82,00,000/- (Rs. Eighty Two Lakhs only) or more over last three Financial Years (FY) i.e., 2016-17, 2017-18 and 2018-19.	Applicable	To be filled in Annexure-4	
<b>C-2</b>	<b>Net worth</b> (only in case of Companies) 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	
<b>C-3</b>	<b>Profit</b> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	Applicable	To be filled in Annexure-4	

## NOTICE INVITING TENDER

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)	Not Applicable	By BHEL
E	<b>Approval of Customer (if applicable)</b> <b>Note:</b> Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	Not Applicable	BY BHEL
F	Submission of all documents as prescribed in the tender including "No Deviation certificate".	Applicable	
G	<b>Price Bid Opening</b> <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to F	Applicable	BY BHEL
H	<b>Consortium criteria (if applicable)</b>	Not Applicable	
	<b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b>		
	<ol style="list-style-type: none"> <li>1. 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.</li> <li>2. 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.</li> <li>3. If Financial Statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.</li> <li>4. 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 (* Share capital OR Partnership Capital OR Proprietor Capital as the case may be) (Net worth is required to be evaluated in case of companies).</li> </ol>		

## NOTICE INVITING TENDER

	<p>5. C-3:- PROFIT : shall be PBT earned during any one year of the three financial years as in C-1 above</p> <p>6. For Evaluation of PQR, the credential of the Bidder alone, and not that of the Group Company shall be considered.</p> <p>7. Completion date for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission of Tender irrespective of the date of the start of work.</p> <p>8. Boiler means HRSG or WHRB or any other types of Steam Generator</p> <p>9. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass, LP Bypass lines</p> <p>10. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5TPH 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 in terms of MW shall be considered for evaluation.</p> <p>11. In case the experience/PO/WO certificate enclosed by bidders do not have separate break up prices for the E&amp;C portion of Electrical and CI Works, (i.e. the certificates enclosed are for composite order for supply and erection of Electrical &amp; CI and other works if any), then value of Erection and Commissioning for the Electrical &amp; CI portion shall be considered as 15% of the supply &amp; erection of Electrical &amp; CI.</p> <p>12. Scope for capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine.</p> <p>13. In case the tendered scope is not a Pulverised Fuel Bidder, experience of Oil/Gas Fired Boilers can be considered unless otherwise specifically indicated in the PQR.</p>
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Note:

(i) 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.

(ii) **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](http://www.bhel.com/vender_registration/vender.php)) and "Fraud Prevention Policy" (Published in <http://www.bhel.com/home.php>) as applicable.

# NOTICE INVITING TENDER

**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 <i>(Remittance of EMD should be in line with Mode of Deposit as detailed in Vol 1A,Part-2,Chapter-1)</i>	Mode of Remittance:  Ref No: Date : Amount:	
5	Validity of Offer	To be valid for six months from due date	
		<b>Applicability (By BHEL)</b>	<b>Bidder Reply</b>
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA (ANNEXURE-I &amp; ANNEXURE-IV)</b> is understood and filled with proper supporting documents referenced in the specified format	Applicable	Yes/ No
7	Submission of Copy of Balance sheet and Profit and Loss Account for the last three years (Refer "Explanatory Note for the PQR" in Annexure 1 of NIT)	Applicable	Yes/ No
8	Submission of Copy of PAN Card	Applicable	Yes/ No
9	Whether all pages of the Offer Documents are signed by the person authorized to sign this offer	Applicable	Yes/ No

## NOTICE INVITING TENDER

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	Not 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	Not 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.	Not Applicable	Yes/ No
24	Copy of Organization Chart	Applicable	Yes/ No
25	Copy of Registration / Incorporation certificate, Partnership Deed (Certified by Notary Public) as applicable for firm.	Applicable	Yes/ No
26	Submission of self-declaration in Company Letter head regarding working condition of the crane	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" of this tender specification.

**DATE:**

**AUTHORISED SIGNATORY**  
(With Name, Designation and Company seal)

# NOTICE INVITING TENDER

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## Annexure-3

### **B Technical PQR**

- 1) Bidder should have provided at least 1 No. crane with minimum capacity of 250 MT on hire, within the last seven years, from the latest date of bid submission.
- 2) The offered crane shall be capable of lifting a minimum load of 144.665 MT, to an elevation of 98.104 Mtrs.
- 3) The age of the offered crane shall not be more than 15 years as on the latest date of bid submission.
- 4) The bidder shall submit the following along with the Techno-Commercial (Part I) offer.
  - a) Work Order and Proof of Deployment for having provided cranes as per Pre Qualifying Criteria above.
  - b) The following details with respect to the offered crane:
    - Make
    - Model
    - Capacity
    - Maximum Main Boom Length & Luffing Jib Boom offered
    - Boom combination offered
  - c) Load Chart and Range Diagram, of offered crane, in support of (b) above.
  - d) Lifting Diagram of offered crane
  - e) Documents in support of month and year of manufacturing of the offered crane
  - f) Documentary evidence of ownership of the crane by the bidder. In case the bidder is offering a Crane not owned by them, a copy of valid Power of Attorney or Memorandum of Understanding between the bidder and the owner of the crane, authorizing the bidder to offer the crane for the subject tender.

# NOTICE INVITING TENDER

## ANNEXURE - 4

**Additional Format to be submitted by Bidders in an additional separate cover superscribed "Annexure to Pre-Qualifying Criteria".**

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

Sl. No.	PQR Ref	PQR (Reproduced from Annexure – 1)	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>Technical B:</u>	<ol style="list-style-type: none"><li>1) Bidder should have provided at least 1 No. crane with minimum capacity of 250 MT on hire, within the last seven years, from the latest date of bid submission.</li><li>2) The offered crane shall be capable of lifting a minimum load of 144.665 MT, to an elevation of 98.104 Mtrs.</li><li>3) The age of the offered crane shall not be more than 15 years as on the latest date of bid submission.</li><li>4) The bidder shall submit the following along with the Techno-Commercial (Part I) offer.</li></ol>					

## NOTICE INVITING TENDER

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	<p>a) Work Order and Proof of Deployment for having provided cranes as per Pre Qualifying Criteria above.</p> <p>b) The following details with respect to the offered crane:</p> <ul style="list-style-type: none"><li>• Make</li><li>• Model</li><li>• Capacity</li><li>• Maximum Main Boom Length &amp; Luffing Jib Boom offered</li><li>• Boom combination offered</li></ul> <p>c) Load Chart and Range Diagram, of offered crane, in support of (b) above.</p> <p>d) Lifting Diagram of offered crane</p> <p>e) Documents in support of month and year of manufacturing of the offered crane</p> <p>f) Documentary evidence of ownership of the crane by the bidder. In case the bidder is offering a Crane not owned by them, a copy of valid Power of Attorney or Memorandum of Understanding between the bidder and the owner of</p>				
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## NOTICE INVITING TENDER

		the crane, authorizing the bidder to offer the crane for the subject tender.				
2	<b><u>Financial C1</u></b>	<b>TURNOVER</b> Bidders must have achieved an average annual financial turnover (Audited) of Rs.82,00,000/- (Rs. Eighty Two Lakhs only) or more over last three Financial Years (FY) i.e. 2016-17, 2017-18 and 2018-19				
3	<b><u>Financial C2</u></b>	<b>NETWORTH</b> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive				
4	<b><u>Financial C3</u></b>	<b>PROFIT</b> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.				
5	<b><u>Financial C4</u></b>	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.				

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

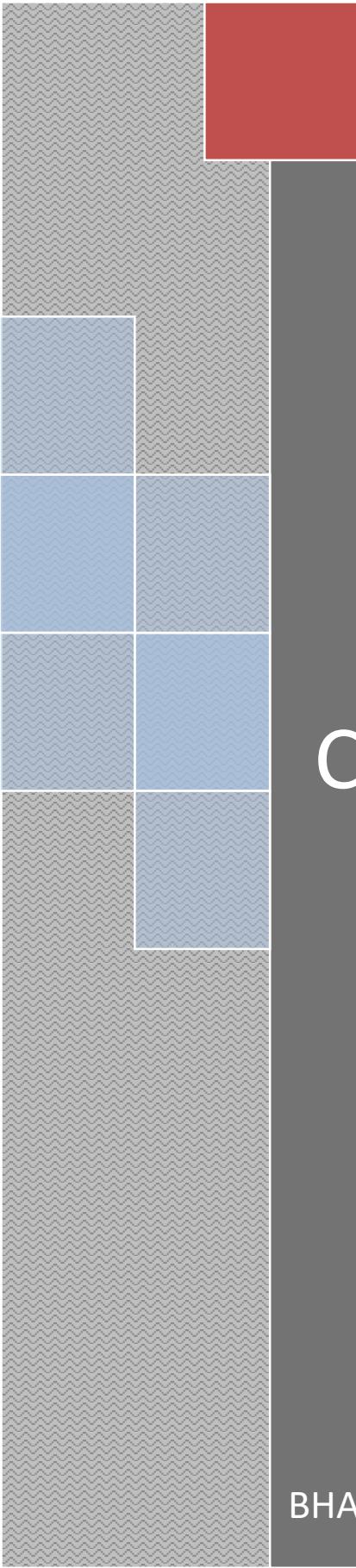
*Note: Indicate the page nos in the respective columns for the enclosed PQR supporting documents in the offer*

## Tender Schedule

<b>Description</b>	<b>Schedule</b>	<b>Remarks</b>
Technical Bid Opening	As mentioned in Notice Inviting Tender.	
Communication from BHEL for Clarifications, if any, required by BHEL	Within Two days from tender opening date	
Last date for Bidders to submit the clarifications / documents required	Within Four 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.
If Reverse Auction is applicable, then the tentative date for conducting Reverse Auction	Tenth day from tender opening date	Exact date of reverse auction shall be informed to the bidders through BHEL's reverse auction agency. Bidders to note that their competent representative to be readily available at one-day notice for Reverse Auction.

**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.



**VOLUME – IA**  
**Part I & II**

**TECHNICAL  
CONDITIONS OF  
CONTRACT  
(TCC)**

BHARAT HEAVY ELECTRICALS LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## CONTENTS

<b>Sl no</b>	<b>DESCRIPTION</b>	<b>Chapter</b>	<b>No. of Pages</b>
<b>Vol I A</b>	<b>Part-I: Contract specific details</b>		
1	Project Information	Chapter-I	1
2	Scope of works	Chapter-II	4
3	Facilities in Scope of Contractor / BHEL (Scope Matrix)	Chapter-III	3
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	1
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V	1
6	Contract Period	Chapter-VI	2
7	Normal Working Hours	Chapter-VII	1
8	Instructions to Rate Schedule	Chapter-VIII	2
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1	Drawings	Chapter-1	4
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6	Procedure for conduct of Conciliation	Chapter-6	11
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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## VOLUME - IA PART – I CHAPTER – I

### PROJECT INFORMATION

1	Name of the Project	YADADRI Thermal Power Station
2	Station Capacity	5X800 MW ( Coal based )
3	Owner	Telangana State Power Generation Corporation Limited ( TSGENCO )
4	Site Location	Site is located 7 km from the NH565 (SH2). Veerlapalem village, Dameracherla Mandal, NALGONDA DISTRICT, TELANGANA STATE
5	Latitude	16° 42'20.40 N
6	Longitude	79° 34'41.56 E
7	Nearest Town	30 Km Miryalaguda
8	Nearest Railway Station	6.5 Km Dameracherla
9	Nearest Airport	130 Kms (Vijayawada)
10	<b>Site Conditions</b>	
	Ambient Temperature	
	Daily minimum ( average)	10°C
	Daily maximum ( average)	47°C
	Design Ambient Temperature	50°C
	Ambient temperature ( performance)	38°C
	Relative Humidity for design / efficiency	48-84 %
	Annual rainfall, mm	600 mm
	Plant Elevation above MSL	85 m above MSL
	Mean Wind Speed	8 km/h
	Wind Pressure	As per the latest revision of IS 875/1987
	Seismic co-efficient	Zone-II as per IS- 1893 (Part-IV)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## **VOLUME-IA PART-I CHAPTER – II**

### **SCOPE OF WORKS**

**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.)**

#### **1.2.1 Broad scope of work**

Providing service of suitable capacity Heavy Lift High Reach (HLHR) Hydraulic crawler cranes on monthly hire basis with Operation and Maintenance crew for Construction work at 5x800MW Yadadri Thermal Power Project, Dameracherla, Nalgonda Dist., Telangana State, as per specification provided hereunder and tentative duration of deployment provided at 1.6.1.

#### **1.2.2 Requirement for suitable capacity Heavy Lift High Reach (HLHR) Crane**

##### **1.2.2.1 CRITICAL LOAD REQUIREMENT TO BE HANDLED BY THE PROPOSED CRANE**

Crane Main boom mounted with Jib Combination shall be capable of lifting a minimum Load of 144.665 MT below hook (excluding weight of hook block, slings, wire ropes and other lifting tackles) at an Elevation of 98.104 M (Top of Ceiling Girder). The hook block with a ceiling girder flange width of 1.3 M (1300 mm) must not foul with the boom at girder elevation (Top of Girder) of 98.104 M. At this elevation, sufficient clearance must exist between the boom and the girder flange. A lifting drawing showing clearances between the boom and the girder flange shall be submitted with the technical offer.

1.2.2.2 Followed by the erection of Ceiling girders, the crane shall be capable of erecting, welded beams, Silencer and other top roof structures also with Main boom + jib combination as per the technical specifications listed in clause 1.2.1.5 below. The Crane provided shall be capable of completing the entire Ceiling Girder, Welded beams, Silencers and Roof Structures erection with maximum of one boom configuration change.

1.2.2.3 If the bidder desires to offer the crane which is capable of completing the entire lifting operation without changing the boom configuration,

- (i) In case, Main Boom with Luffing Jib combination is offered, suitable runner mounted on Luffing Jib with rated capacity hook shall be provided to handle the erection of Lighter Loads like columns, Welded Beams,

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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Silencer and other Roof Top Structures. All accessories for Runner operation shall be ensured.

(ii) In case of crane with main boom + fixed jib configuration is offered where all erection can be done with hook block of fix jib only, then suitable runner mounted on fixed jib shall be provided as in the case of luffing jib to handle the erection of Lighter Loads like columns, Welded Beams, Silencer and other Roof Top Structures etc. All accessories for Runner operation shall be ensured.

1.2.2.4 In addition to the Heavy Capacity Hook Block, smaller Hook Block of lesser capacity in the range of 50T and 100T and ball hook for Jib shall also be provided to handle the erection of Boiler Columns and Light Weight Structures.

## 1.2.2.5 TECHNICAL SPECIFICATION

SI. No	DESCRIPTION	WEIGHT & DIMENSIONS
<b>I</b> <b>DETAILS OF HEAVIEST CEILING GIRDER</b>		
a	NET WEIGHT OF HEAVIEST	140.665 MT +4 MT[GP]— 144.665 MT
b	ELEVATION AT BOTTOM OF GIRDER	93.604 Mtrs
c	ELEVATION AT TOP OF GIRDER	98.104 Mtrs
d	LENGTH OF GIRDER	31.5 Mtrs
e	DEPTH OF GIRDER	4.5 Mtrs
f	WIDTH OF GIRDER FLANGE	1.3 Mtr
<b>II</b> <b>WELDED BEAM</b>		
a	ELEVATION OF WELDED BEAMS	95.65 Mtrs
b	WEIGHT OF WELDED BEAM	8 MT Max
<b>III</b> <b>SILENCER &amp; SILENCER STRUCTURE</b>		
a	NET WEIGHT	15 MT
b	ELEVATION AT TOP OF SILENCER	107 Mtr
c	ELEVATION AT TOP OF ROOF	105 Mtr

**The details of the other Girders are as under:**

Girder No. 1 129.423 MT

Girder No. 2 120.261 MT

Girder No. 3 131.378 MT

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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Girder No. 4 128.291 MT

Girder No. 5 139.217 MT

Girder No. 6 121.335 MT

1.2.2.6 The following drawings are enclosed for reference of the bidders to work out the lifting plan.

Description	Drawing No.
Key Plan and Column Information	0-35-110-23730 Rev 03
Ceiling Girder	0-35-211-24187 Rev 00
Silencer Elevation	0-00-047-16564 Rev 00 & 0-00-047-16565 Rev 00

1.2.2.7 One time boom configuration change is allowed as detailed at 1.2.1.2. Changing the Boom configuration shall be in bidder scope. The required manpower / tools and tackles required for the activity are to be arranged by Bidders. The support crane as detailed at Clause No. 1.5 will be provided by BHEL.

1.2.2.8 The boom configuration change activity is to be completed within 4 days and any delay on this account, will be to Bidders account and no payment will be made for the delayed period.

1.2.2.9 Bidders who choose to provide cranes which could perform the above lifting operation in single boom configuration ie. Without change of boom, can quote for the suitable crane. However, no extra payment shall be made on this account.

1.2.3 The Crane shall be engaged in the Project construction work of thermal power plants consisting of Boiler, Electrostatic Precipitator, various structures, Tanks, Vessels and other equipment of these plants as per the instructions of BHEL Engineer –in-Charge.

1.2.4 The crane shall be provided with all accessories, operator cum mechanic, helper and maintenance crew, all other consumables including spares & excluding fuel for the erection of Boiler and auxiliaries and any other material handling works which are required to be carried out as per the requirement at site from time to time.

1.2.5 Fuel oil (HSD) for normal operation of the crane shall be provided by BHEL / BHEL's erection contractor after the services of the crane is accepted by BHEL after first load test till the service are being utilized by BHEL. The bidder at his own cost shall arrange and meet the HSD required during breakdown maintenance.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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- 1.2.6 BHEL shall have the right to utilize the maximum capacity of the crane offered as per requirement without any extra cost.
- 1.2.7 In case the proposed crane is of better specification than the requirement mentioned above, then price quoted in price bid shall be taken as reference for purpose of evaluation & no additional payment shall be made towards the same.
- 1.2.8 Crane deployed at site should preferably be same as offered in the bid. BHEL Reserves the right to accept or reject any crane, other than offered crane in the bid. In case the bidder decides to deploy any other crane of the same or better specification, its acceptance shall solely be at BHEL's discretion & payment shall be made based on awarded price only & no additional payment shall be made towards the same. In such a case, the bidder shall furnish complete details of the crane proposed to be deployed and deployment shall be done only after permission from BHEL.
- 1.2.9 The crane should be in good working condition and shall be Inspected, load tested and Certified by Competent Person of third-party agency certified by Director of Factories at site before the Crane is put into operation. The cost incurred towards the above to be borne by the bidder.  

The Bidder should submit valid test certificate for the crane to be deployed at site. Load test has to be conducted at site as per the test procedure for which necessary load materials shall be provided by BHEL. Bidder must also furnish Insurance coverage details of the crane at Site at the time of deployment of crane.
- 1.2.10 Interested bidders are requested to visit the above site to see the site conditions before submitting the offer.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## VOLUME IA PART – I CHAPTER – III

### FACILITIES IN THE SCOPE OF CONTRACTOR / BHEL (SCOPE MATRIX)

Sl.No.	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
	PART I			
1.3.1	ESTABLISHMENT			
1.3.1.1	FOR CONSTRUCTION PURPOSE:			
1.3.1.1.1	Open space for office	Yes		
1.3.1.1.2	Open space for storage	Yes		
1.3.1.1.3	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
1.3.1.1.4	Bidder's all office equipments, office / store / canteen consumables		Yes	
1.3.1.1.5	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
1.3.1.1.6	Firefighting equipments like buckets, extinguishers etc		Yes	
1.3.1.1.7	Fencing of storage area, office, canteen etc of the bidder		Yes	
1.3.1.2	FOR LIVING PURPOSES OF THE BIDDER			
1.3.1.2.1	Open space		Yes	
1.3.1.2.2	Living accommodation		Yes	
1.3.1.3	ELECTRICITY			
1.3.1.3.1	Electricity of Voltage 415 / 440 V For construction purposes	Yes		
1.3.1.3.1.1	Single point source	Yes		.
1.3.1.3.1.2	Further distribution for the work to be done which include supply of materials and execution		Yes	
1.3.1.3.2	Electricity for the office, stores, canteen, labour colony etc of the bidder which include:		Yes	
1.3.1.3.2.1	Distribution from single point including supply of materials and service		Yes	

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

Sl.No.	Description	Scope to be taken care by		Remarks
		BHEL	Bidder	
	<b>PART I</b>			
1.3.1.3.2.2	Supply, installation and connection of material of energy meter including operation and maintenance		Yes	
1.3.1.3.2.3	Duties and deposits including statutory clearances for the above		Yes	
1.3.1.3.2.4	Demobilization of the facilities after completion of works		Yes	
1.3.1.3.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc on the above lines		Yes	
1.3.1.4	<b>WATER SUPPLY</b>			
1.3.1.4.1	For construction purposes:			
1.3.1.4.1.1	Making the water available at single point	Yes		
1.3.1.4.1.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.3.1.4.2	Water supply for bidder's office, stores, canteen etc		Yes	
1.3.1.5	<b>LIGHTING</b>			
1.3.1.5.1	For construction work (supply of all the necessary materials) At office storage area At the preassembly area At the construction site /area		Yes	
1.3.1.5.2	For construction work (Execution of the lighting work / arrangements) At office storage area At the preassembly area At the construction site /area		Yes	
1.3.1.6	<b>COMMUNICATION FACILITIES</b> for site operations of the bidder	-		
1.3.1.6.1	Telephone, Fax, internet, intranet, email etc		Yes	

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## 1.3.2. Open Space

- 1.3.2.1. Minimum Open space as made available by customer will be provided at free of charges to the contractor, for construction of temporary office shed, contractor's stores shed(s).
- 1.3.2.2. BHEL shall not provide to the contractor any residential accommodation to any of his staff and the contractor has to make his own arrangements. Contractor has to make his own arrangements for labour colony.
- 1.3.2.3. Location and area requirement for office / storage sheds / fabrication yard shall be discussed and mutually agreed to.

## 1.3.3. ELECTRICITY:

- 1.3.3.1. Electricity will be provided at single point free of cost to the Contractor. Further distribution shall be arranged by the contractor at his cost.
- 1.3.3.2. 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.
- 1.3.3.3. 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.
- 1.3.3.4. Contractor has to make his own arrangements for his electricity requirement for his labour colony at his cost.

## 1.3.4. CONSTRUCTION WATER

Water will be provided by BHEL at single point free of cost and contractor has to further distribution, if any.

## 1.3.5. DRINKING WATER

Bidder shall provide drinking water at the work spot at their cost.

## 1.3.6. CONTRACTOR'S OBLIGATION ON COMPLETION

On completion of the work, all temporary buildings, structures, cables etc. shall be dismantled and leveled and debris shall be removed by the contractor at his cost. In the event of 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.

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## **VOLUME-IA PART-I CHAPTER – IV**

### **T&PS and MMEs TO BE DEPLOYED BY CONTRACTOR**

**The following minimum major Tools & Plants and MMEs shall be deployed by the contractor for execution of this contract with in the quoted rate:**

- 1.4.1. Necessary tools and tackles and crane spares should be made available by the bidder immediately to attend the break downs.
- 1.4.2. Necessary structural supports / stands that are required for resting booms etc., for booms extension and reduction and supervision/ guidance for the above job are included in the scope of bidder.
- 1.4.3. All the consumables such as lubricants, spare parts etc. for the operation of crane has to be arranged by the bidder. The rate quoted for monthly hire charges shall be inclusive of such consumables, lubricants, spare parts etc. In case contractor fails to provide the required consumables in time, BHEL reserves the right to supply the same and deduct the cost from bidder's (Crane Hiring Contractor) bill with applicable overhead charges. For recording the hours of operation, vendor is required to maintain a separate register at site, which shall be certified by site engineer.

**VOLUME-IA PART-I CHAPTER - V**  
**T&Ps AND MMEs TO BE DEPLOYED BY BHEL**  
**ON SHARING BASIS**

**1.5.1 List of T&Ps to be made available by BHEL to contractor free of hire charges on sharable basis.**

- a. Only BHEL cranes as available at site will be provided free of hire charges including fuel and operator for unloading from trailer, assembly, commissioning, dismantling and loading of the hired crane at site. In case BHEL is not able to provide operator for the aforesaid crane for whatsoever reason, it is the responsibility of the bidder to arrange operator at their own cost for safe unloading, dismantling and loading.
- b. For boom extension and reduction of the hired crane, assist crane available at site will be provided by BHEL free of charges with fuel and Operator.
- c. Fuel oil (HSD) for normal operation of the crane shall be provided by BHEL / BHEL's erection contractor after the services of the crane is accepted by BHEL after first load test till the service are being utilized by BHEL.

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## VOLUME-IA PART-I CHAPTER - VI

### CONTRACT PERIOD

#### 1.6.0 Contract Period

The entire contract period shall comprise of Mobilization period, Hiring Period & demobilization period as mentioned below.

#### 1.6.1 Commencement of Contract Period

The contract period shall commence from the date of written intimation for deployment of crane from Site Construction Manager, 5X800 MW Yadadri TPS Site

#### 1.6.2 Initial mobilization and tentative schedule for deployment and commencement of Hiring period:

The deployment schedule of the crane indicated below is tentative. Crane shall be deployed and made operational (First successful load testing) at Site within thirty (30) Days from the written intimation for deployment of crane from Site Construction Manager, 5X800 MW Yadadri TPS Site.

#### 1.6.3 Commencement of Hiring period –

The hiring period shall commence from 1st successful load testing of the Crane with mutually agreed boom length at Project Site and acceptance by BHEL.

Sl. No.	Description	Tentative Deployment Month / Year	Initial Hiring Period	Quantity
01	Suitable capacity Heavy Lift High Reach (HLHR) Hydraulic Crawler Crane	November 2020	04 Months	01 No.

- 1.6.4 Similarly, the crane shall be demobilized from site within 15 days from the date of intimation by Site Construction Manager for demobilization.
- 1.6.5 In case of exigency site requirement, BHEL reserve the right to further extend the contract beyond initial hiring period, at the same terms and conditions of Tender with rate as per Clause 1.8.5 of the Rate Schedule.
- 1.6.6 If the performance / services of the Contractor or the deployed crane are not to the satisfaction of BHEL, the contract is liable for termination without prior notice.
- 1.6.7 Foreclosure of Contract: BHEL reserves the right of foreclosing the Contract within the initial hiring period or extended hiring period with 15 days advance

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## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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notice without assigning reason and no payments will be made for the period of foreclosure (i.e after the 15 days' notice period). Hiring charges of the crane, in such case shall be paid on pro rata basis of the monthly rate for the no. of days worked at site.

## **VOLUME-IA PART-I CHAPTER - VII**

### **NORMAL WORKING HOURS**

- 1.7.1 The services of the crane with crane crew shall be made available to BHEL for round the clock operation (for duration of Twenty four hours per day). Every 12 hours working period shall necessarily include one hour break.
- 1.7.2 However, regular working hours will be 12 hours (including one hour break) on all the working days and 26 days per month excluding Sundays or Weekly holidays. Timings shall be fixed by site as per operational convenience.
- 1.7.3 Allotment of weekly and other holidays for crane crew is at the discretion of BHEL and will be decided by BHEL Yadadri site according to the requirements from time to time. Only holidays as declared by BHEL apart from weekly holidays have to be followed. This may have to be adjusted by crane operator and his crew to suit the requirement of site. If necessary, Operator with his crew shall be available for the operation of their crane round the clock at normal working days and holidays in exigency.
- 1.8.1 Holiday working and extended hour working shall be at the discretion of site in charge. Working beyond normal working hours of 12 hours and working on weekly / other holidays will be treated as overtime and the charges for the same shall be paid as per Volume IA Part I Chapter 11- Specific Terms and Conditions.

## **VOLUME-IA PART-I CHAPTER - VIII**

### **INSTRUCTIONS TO RATE SCHEDULE**

- 1.8.1 Rates for Monthly Rental of the Crane for the duration as specified at Clause No. 1.6.3 inclusive Operator cum Mechanic, helper, maintenance staff as required, all consumables such as lubricants, grease, filters and spares etc. (excluding fuel) based on the Normal working hours as mentioned above including onetime Mobilization and De-mobilization charges together for the crane to & from site are to be quoted as "A" in the Price Schedule Format as per Price bid. Evaluation of the Price Bid will be done based on this quoted rate "A".
- 1.8.2 Monthly Charges for initial hiring period:  
Based on the quoted rate, Monthly Charges for Crane Hiring would be fixed as per Formula  $=(Ax0.80)/$  (Initial Hiring period in Months).
- 1.8.3 Mobilization and De-Mobilization Charges:  
Mobilization Charges would be fixed as per formula  $=(Ax0.10)$  and  
Demobilization Charges would also be fixed as same, as that of Mobilization charges, i.e., as per formula  $=(Ax0.10)$ .
- 1.8.4 The price quoted shall be inclusive of operation (excluding fuel) and preventive as well as breakdown maintenance of the crane. The bidder shall deploy operator-cum-mechanic, Helper and Maintenance crew to ensure smooth operation and maintenance of the crane without affecting work. Overtime charges will be paid as specified in Volume IA Part I Chapter 11-Specific Terms and Conditions.
- 1.8.5 In case of exigency of site requirements, BHEL reserves the right to further extend the contract beyond contractual period. In case of extension period, if any, the Monthly Hire Charges will be paid as 90% of the monthly hire charges agreed for the initial hiring period and no changes will be made in mobilization & Demobilization charges.
- 1.8.6 Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.

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1.8.7 The tenderer shall quote the rates as per the rate schedule only, in Part II price bid (Original). Conditional price bid or price bid with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## **VOLUME-IA PART-I CHAPTER - IX** **TERMS OF PAYMENT**

### **1.9. Terms of payment:**

- 1.9.1.** PVC, ORC, Secured Advance & Advance for Mobilization are not applicable for this tender.
- 1.9.2.** Performance Security Deposit as per SI No: 16 of Volume 1A Part II Chapter 1 is applicable for this Tender. Since Performance Guarantee of workmanship is not applicable for this tender, 100% of Performance Security Deposit shall be refunded along with Final Bill.
- 1.9.3.** 100% Payment of monthly agreed hire charges will be made once in a month at Yadadri site as certified by the Engineer In-charge at site per the terms and conditions.
- 1.9.4.** Mobilization and demobilization charges shall be payable as per point 1.8.3 above. Payment of mobilization charges shall be made at Yadadri site on successful commissioning and load testing of the crane by the Tenderer as certified by the BHEL Engineer In-charge.
- 1.9.5.** Payment of demobilization charges shall be made at Yadadri site on receipt of written confirmation from site In charge of BHEL that crane has been dismantled and removed from site in all respects by the Tenderer.
- 1.9.6.** Contractor has to make his own arrangement at his cost for completing the formalities, for bringing all their material, and equipment etc., at site or the execution of the work, including arrangement of Road Permits if and as applicable under the relevant acts, etc.

### **1.9.7. Note:**

- 1.9.7.1.** RA bill payments as per Chapter-X of SCC (Volume IB).
- 1.9.7.2.** Refer Part-II, Chapter-1 of Technical Conditions of Contract (TCC) for Corrections & Revisions in GCC & SCC.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## VOLUME-IA PART-I CHAPTER - X

### TAXES AND OTHER DUTIES

#### **1.10.1 Goods and service Tax (GST) & Cess**

- 1.10.1.1 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.
- 1.10.1.2 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.
- 1.10.1.3 Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will be as below:

BHEL GSTN - 36AAACB4146P1ZG

NAME - BHEL SITE OFFICE

ADDRESS - BHEL SITE OFFICE, YADADRI THERMAL POWER STATION(5X800 MW), VEERLAPALEM VILLAGE DAMERACHERLA MANDAL NALGONDA DISTRICT - 508208

- 1.10.1.4 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.
- 1.10.1.5 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.
- 1.10.1.6 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.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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- 1.10.1.7 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. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- 1.10.1.8 TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 1.10.1.9 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.
- 1.10.1.10 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.

### 1.10.2 All taxes and duty other than GST & Cess

- 1.10.2.1 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.

### 1.10.3 Statutory Variations

- 1.10.3.1 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.

### 1.10.4 New Taxes/Levies

- 1.10.4.1 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.

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### 1.10.5 Direct Tax

1.10.5.1 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.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## VOLUME-IA PART-I CHAPTER -XI SPECIFIC TERMS AND CONDITIONS

1.11.1 Working on weekly holidays and other holidays and extended hour working beyond Normal Working Hours shall be considered as overtime. For Contract period, it is payable pro rata at 25% of the monthly accepted crane hiring charges and for extended period of hiring shall be worked out pro rata at 25% of accepted monthly hire charges at the time of extension.

1.11.2 Calculation for hourly rate for Holiday working and extended hour working within Contract Period of hiring =  
$$\frac{\text{Monthly hire charges for initial hiring period} \times 0.25}{26 \text{ days} \times 12}$$

1.11.3 Calculation for Holiday working and extended hour working for extended period of hiring beyond the Contract Period =  
$$\frac{\text{Monthly hire charges for extended period (Agreed monthly hire charges for initial hiring period} \times 0.9) \times 0.25}{26 \text{ days} \times 12}$$

1.11.4 Regular/ Breakdown Maintenance Period of One day per Month shall be permitted. The same shall be decided in consultation with BHEL Engineer. Bidder shall carry out preventive maintenance beyond normal working hours or as per schedule agreed with BHEL Engineer.

1.11.5 The Accepted rate, shall remain firm throughout the contract period.

1.11.6 In case of exigency of site requirements, BHEL reserves the right to further extend the contract beyond contractual period. However monthly hire charges for the extended period shall be 90% of the monthly hire charges agreed for the initial hiring period.

1.11.7 The offer submitted by the agency shall be kept valid for a period of 180 days from the date of tender opening.

1.11.8 The accepted rate shall be inclusive of maintenance and operation of the crane. The bidder should provide one mechanic cum Operator and helper as required for operation and maintenance of their cranes at site without affecting the work.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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- 1.11.9 No Advance payment will be made by BHEL for this contract.
- 1.11.10 The crane to be offered should be in good working condition as on date of opening of Technical bid and Bidders to submit a self-declaration in their letterhead for the same. The physical inspection of crane at its present location will be carried out by BHEL if required.
- 1.11.11 The deployed crane should give trouble free operation without affecting the erection work.
- 1.11.12 The bidder must maintain and operate crane regularly at site with their manpower. Breakdown/repair should be immediately attended by the bidder. The bidder shall maintain a log book giving full operation, routine/ preventive maintenance and break down details and obtain signature of Engineer In charge of site on a daily basis or as per the site procedure. Original log sheets shall be submitted to BHEL at the end of every month and before submission of monthly bills at site.
- 1.11.13 The cost of any repair arising during the operation should be borne by the bidder.
- 1.11.14 Necessary tools and tackles and crane spares should be made available by the bidder immediately to attend the break downs at their cost.
- 1.11.15 In case of absence of operator, the bidder should make an alternative arrangement for the continuation of work to meet the erection requirement of site.
- 1.11.16 Shifting of crane within the same site from one location to other location and time period required for extending and reducing the booms shall be considered as within the hiring period.
- 1.11.17 Other than boom configuration change mentioned at clause 1.2.1.7, man power required for boom extension and reduction of the hired crane shall be provided free of cost by BHEL/BHEL's sub-contractor.
- 1.11.18 Bidder shall arrange the entry gate pass for their crew for which necessary documents will be forwarded by BHEL.
- 1.11.19 Crane operators deployed under this contract should possess valid license for crane operation. Necessary documents are to be submitted at site while deploying the operator.

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1.11.20 Bidder shall be required to take Comprehensive Insurance Policy for the crane with Third Party Liability cover as well as adequate Insurance for Bidder's Crew before deployment of the crane at site. If due to negligence and of non-observation of safety and other precautions, any accident/injury occurs to any other persons/public/property, the bidder shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities/ Statutory Authority.

1.11.21 Any loss or damage to BHEL or customer's property due to negligence of the crew employed by the bidder is attributable to the bidder.

### 1.11.22 PERFORMANCE OF THE VENDOR

Performance of the vendor shall be measured as per format attached in Volume IA Part II Chapter 6. Reports shall be received from site against each job and the same shall be communicated to the vendor. In case the performance of the contractor is not satisfactory (i.e. below 60%), BHEL reserves the right to initiate suitable action against the contractor which may lead to suspension/termination/banning and delisting in accordance with procedure in vogue.

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## **VOLUME-IA PART-I CHAPTER –XII PENALTY**

- 1.12.1 If the crane could not be utilized due to any failure of the crane, over and above the regular/ Breakdown maintenance period of one day per month, the proportional amount towards Crane Hire charges, for the total hours taken for making the crane operational shall not be paid.
- 1.12.2 If the non-availability of the crane extends beyond one week after regular maintenance period, then additionally Penalty will be charged @ rate of 10% of the Daily Hire Charges, for every day of non-availability (including intervening Sundays and holidays), limited to 10% of the Awarded Contract Value or Executed Contract value, whichever is higher.
- 1.12.3 In case of total failure of the crane at site, the contractor should substitute a similar crane within 4 weeks which will be treated as idle period and no hire charges shall be paid for this period. Failing which, BHEL may engage a suitable crane at the Risk and Cost of the Contractor as per Clause 2.7 of GCC. The decision of BHEL in this regard shall be final and binding on the contractor

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## VOLUME-IA PART-I CHAPTER -XIII GENERAL

### **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.)

**1.13.1** The successful bidder shall furnish the following at PSSR-HQ, Chennai immediately after release of Letter of Intent (LOI)

- i) Security Deposit and Additional Security Deposit.
- ii) Unqualified Acceptance for Detailed LOI/ Work Order.
- iii) Rs.100/- Stamp Paper for preparation of Contract Agreement.
- iv) Option exercised towards Performance Security Deposit for the subject contract as per Sl. No. 16 of Volume IA Part II Chapter 1 of TCC

**1.13.2** The successful bidder shall furnish the proof of documents for the following at PSSR- Site

- I. PF Regn No.
- II. Labour License No.
- III. Workmen Insurance Policy No.

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

#### **1.13.3.1 BOCW Act & BOCW Welfare Cess Act**

**1.13.3.1.1** 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

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

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- 1.13.3.1.3 The contractor should ensure compliance regarding Registration of Building Workers as Beneficiaries, Hours of work, welfare measures and 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 centre etc.
- 1.13.3.1.4 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.
- 1.13.3.1.5 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 the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
- 1.13.3.1.6 “Non-compliance to Provisions of the BOCW Act & BOCW Welfare Cess Act is not acceptable. In case of any non-compliance , BHEL reserves the right to withhold any sum as 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 ”.

### 1.13.3.2 PROVIDENT FUND

- 1.13.3.2.1 The contractor is required to extent 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.

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

### 1.13.3.3 OTHER STATUTORY REQUIREMENTS

1.13.3.3.1 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.

1.13.3.3.2 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.

1.13.3.3.3 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.

1.13.3.3.4 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 Act1948 (If applicable) to BHEL along with the Final Bill.

1.13.3.3.5 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.

1.13.3.3.6 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.

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- 1.13.3.3.7 All the Statutory requirements such as ESI, PF etc as per labour laws have to be met by the bidder and proof of compliance shall be submitted to BHEL.
- 1.13.3.3.8 Necessary insurance (covering WC act) for the work men engaged by the contractor has to be met at their cost and copy of the same shall be submitted before commencement of work. The contractor shall follow and comply with all safety rules of the Employer, relevant provisions of applicable law pertaining to the safety of workmen, employees, plant & equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any non-conformity between statutory requirement and safety rules of the Employer referred above. The later shall be binding on the contractor unless the statutory provisions are more stringent.
- 1.13.3.3.9 If the contractor does not take all safety precautions and /or fails to comply with the safety rules as prescribed by the Employer or under the applicable law for the safety of the equipment and plant and for the safety of the personnel and contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors or the Employer's employees or any other person who are at site, the contractor shall be responsible for payment of compensation to concerned agency/BHEL as applicable.
- 1.13.3.3.10 An indemnity bond shall be given as per GCC by the contractor stating that all expenditure caused due to failure of statutory obligations of the part of the tender shall be borne by the contractor.
- 1.13.3.3.11 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.
- 1.13.3.3.12 All the necessary certificates and licenses required to carry out this work are to be arranged by the contractor expeditiously at his cost.
- 1.13.3.3.13 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.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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1.13.3.3.14 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.

1.13.3.3.15 Contractors shall ensure that all their Staff / Employees are exposed to periodical training programme conducted by qualified agencies/ personnel on the latest ISO 9001 Standards.

### 1.13.4 DEPLOYMENT OF SKILLED / SEMI-SKILLED TRADESMEN

The following clause is applicable in case 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 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.

### 1.13.5 RECOVERY OF COMPENSATION PAID TO VICTIM(S) 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.

- Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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- 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)

Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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### **VOLUME-IA PART-I CHAPTER -XIV FORMATS**

Sl. No	Description of owned crane (Model)	Make	Capacity	Crane Year of Manufacturing	Current status of deployment	Current Location of crane	%age of work completed (if applicable)	Proposed date of release from current deployment
1								
2								
..								

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## VOLUME-IA PART – II CHAPTER 1

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

#### **SI No: 1**

Clause 4.1.11 under 'Obligations of Contractor' in SCC is deleted.

#### **SI 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 Rev01) enclosed.

Chapter IX Clause 9.1.1 to 9.1.25 stands deleted.

Chapter IX Clause 9.2 to 9.62 stands deleted.

#### **SI No: 3:**

- Void -

#### **SI No: 4:**

**Earnest Money Deposit (EMD) clause 1.9 in General Conditions of Contract (GCC) (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:-
  1. Visit [www.onlinesbi.com](http://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

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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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) Proforma of Bank Guarantee (in lieu of Earnest Money)- Form WAM 23 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 given in Proforma of Bank Guarantee (in lieu of Earnest Money)- Form WAM 23.

Bank Details for the purpose of Taking EMD

Name and Address of Beneficiary:	Bharat Heavy Electricals Ltd. Tek Towers, No. 11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai - 600097
Name of Bank:	State Bank Of India
Bank Branch Address:	SBI Saidapet Branch, EVR Periyar Building, Nandanam, Anna Salai, Chennai - 600035
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

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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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.

### **SI 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.

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

- Cash (as permissible under the extant Income Tax Act)
- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- 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.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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- iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- v. 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.
- 1.10.9
  - A) The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL
  - B) Date of Expiry of Claim shall be as given in the prescribed formats for Bank Guarantee towards Security Deposit
- 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

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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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.

### **SI 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.
- v. Assignment, transfer, subletting of Contract without BHEL's written permission.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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- vi. Non-compliance to any contractual condition or any other default attributable to Contractor.

### **Risk & Cost Amount against Balance Work:**

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

Where,

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

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

H = Overhead Factor to be taken as 5

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

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

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

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

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

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

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

NOTE: Incase portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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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.

### **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.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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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: Penalty for Intermediate Milestones**– Not applicable

**SL No: 8: OVERRUN COMPENSATION (ORC)** -Not applicable

**SI No: 9: Quantity Variation**- Not applicable

**SI. No: 10: Interest Bearing Recoverable Advance** - Not applicable

**SI No: 11: PRICE VARIATION COMPENSATION (PVC)** – Not applicable

**SI No: 12**

**Clauses 2.21 in GCC regarding Arbitration is amended as below**

### **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'),

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **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.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

### 2.21.2 CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

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

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 enclosed in Vol 1A Part II Chapter 5. The Procedure 2.3 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 enclosed in Vol 1A Part II Chapter 5 from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 with effect from the date as intimated by BHEL to it.

### 2.21.3 No Interest payable to Contractor

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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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.

## **SI No: 13**

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.

## **SI No: 14: Void**

## **SI No: 15: Void**

## **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. In addition, Performance Security deposit on PVC will be recovered at the rate of 5% from every running bill.

- (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).

### **2.22.2 Refund of Performance Security Deposit:**

50% of performance security deposit shall be released along with the final bill and the 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)

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**SI No: 17 Integrity Pact - Not Applicable**

**SI No:18**

**The following clauses of General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and Forms & Procedures are Not Applicable for this tender.**

## GCC

- 2.7.9 – Liquidated Damages,
- 2.9 – Progress Monitoring, Monthly review and Performance Evaluation,
- 2.10 – Time of Completion,
- 2.11.2, 2.11.4, 2.11.6 – Extension for Time of Completion,
- 2.12 – ORC,
- 2.13 – Interest Bearing Recoverable Advance,
- 2.14- Quantity Variation,
- 2.15 – Extra Works,
- 2.16 - Supplementary Items,
- 2.17 – PVC,
- 2.24 – Performance Guarantee for Workmanship.

## SCC

- 1.0 – General Intent of the Specifications
- 2.0 – General Services to be rendered by the Bidder
- 3.0 – General technical Requirements
- 4.0 – Obligations of Contractor
- 6.0 -- Material handling, Storage, Preservation, etc.,
- 7.0 – Drawings
- 8.0 – Inspection and Quality
- 11.0 – Performance Monitoring.

## Forms and Procedures

- 1.14 – Monthly plan and review with contractors (Form F-14 Rev 01)
- 1.15 – Monthly performance Evaluation of Contractor (Form F-15 Rev 02)
- 1.17 – Evaluation of Contractor Performance Annual (Form F-17 Rev 01)
- 1.18 – Evaluation of Contractor Performance for the contract (Overall)  
(Form F-18 Rev01)
- 1.19 – Milestone Completion Certificate (Form F-19 Rev 00)
- 1.22 – Completion Certificate (Form F – 20 Rev 01)
- 1.26 - Analysis of unit rates quoted (Form F-26)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## **SI No:19**

Existing format on Bank Guarantee for Security Deposit, as available in Form No F-11 of Volume ID Forms and procedure stands Deleted. Revised Format for PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT) is enclosed.

## **SI No: 20**

Following paragraph has been added in clause 2.7.1 under clause 2.7 "Rights of BHEL" of GCC (Rev. 01).

"In case of inadequate manpower deployed by the contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor's responsibility. In case of contractor's failure to fulfil his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions."


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
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
## **VOLUME-IA PART – II CHAPTER 2 to CHAPTER 7**


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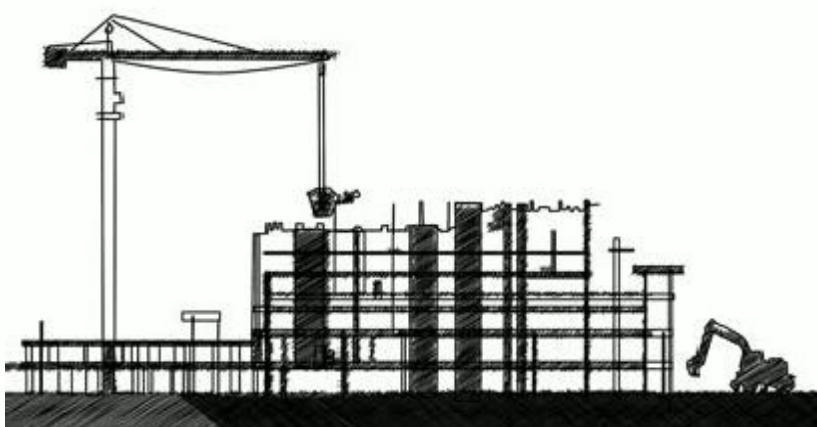
CHAPTER	Details	No.of sheets
CHAPTER 2	Drawings Drawing Nos. 1) 0-35-110-23730 Rev 03 2) 0-35-211-24187 Rev 00 3) 0-00-047-16564 Rev 00 4) 0-00-047-16565 Rev 00	4
CHAPTER 3	HSE Plan For Site Operations By Subcontractor	82
CHAPTER 4	Proforma of Bank Guarantee (in lieu of Earnest Money)- Form WAM 23	03
CHAPTER 5	Proforma of Bank Guarantee (in lieu of Security Deposit)- Form WAM 22	03
CHAPTER 6	Procedure for conduct of Conciliation	11
CHAPTER 7	Format for Performance Evaluation	02











## **HEALTH, SAFETY and ENVIRONMENT PLAN**

**for  
SITE  
OPERATIONS  
by  
SUB-  
CONTRACTORS**

**POWER SECTOR**

# HSE PLAN FOR SITE OPERATIONS BY BHEL'S SUBCONTRACTORS

## AT A GLANCE

BEFORE START

### SIGNING OF MOU

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

PLAN

### HSE ORGANISATION

#### Manpower

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

#### HSE Roles and responsibilities

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

#### Qualification

As per Cl. 7.1

PROVIDE

### HSE Planning

for Man, Machinery/Equipment/Tools & Tackles

### HSE INFRASTRUCTURE

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

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

TRAIN

### HSE TRAINING , AWARENESS & PROMOTION

#### Training

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

#### Awareness & Promotion

- Signage
- Poster
- Banner
- Competition
- Awards

COMMUNICATE

### HSE COMMUNICATION

#### Incident Reporting

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

#### Event Reporting

- Celebrations
- Training
- Medical camp

## NON CONFORMANCE

## CHECKS

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

#### WASTE MANGEMENT

#### TRAFFIC MANAGEMENT

#### ENVIRONMENTAL CONTROL

#### EMERGENCY PREPAREDNESS AND RESPONSE PLAN

#### HSE AUDITS & INSPECTION

<ul style="list-style-type: none"><li>• Daily Checks</li><li>• Inspection of PPEs</li><li>• Inspection of T&amp; Ps</li><li>• Inspection of Cranes &amp; Winches</li></ul>	<ul style="list-style-type: none"><li>• Inspection of Height work</li><li>• Inspection of Welding and Gas cutting</li><li>• Inspection of elevators etc.</li></ul>
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#### HSE PERFORMANCE EVALUATION PARAMETERS

#### PENALTY for NON CONFORMANCE

##### Refer Clause 16

##### Incremental penalty

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

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

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### REVISION HISTORY SHEET

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



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## 1.0 PURPOSE

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

## 2.0 SCOPE

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

## 3.0 OBJECTIVES AND TARGETS

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

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



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**HSE TARGETS**

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

**4.0 BHEL POWER SECTOR HEALTH, SAFETY & ENVIRONMENT POLICY**

**Health, Safety & Environment Policy of BHEL**

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

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

sd/-

**CMD, BHEL**

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## 5.0 MEMORANDUM OF UNDERSTANDING:

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

### **Memorandum of Understanding**

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

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

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

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

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

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

**Name : \_\_\_\_\_**

**Place & Date:**

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## 6.0 TERMS AND DEFINITIONS

### 6.1 DEFINITIONS

#### 6.1.1 INCIDENT

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

#### 6.1.2 NEAR MISS

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

#### 6.1.3 MAN-HOURS WORKED

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

#### 6.1.4 FIRST AID CASES

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

#### 6.1.5 LOST TIME INJURY

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

#### 6.1.6 MEDICAL CASES

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

#### 6.1.7 TYPE OF INCIDENTS & THEIR REPORTING:

The three categories of Incident are as follows:

##### **Non-Reportable Cases:**

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



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**Reportable Cases:**

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

**Injury Cases:**

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

**6.1.8 TOTAL REPORTABLE FREQUENCY RATE**

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

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

**6.1.9 SEVERITY RATE**

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

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

**6.1.10 INCIDENCE RATE**

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

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

**7.0 HSE ORGANISATION**

**Number of safety officers:**

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

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

**7.1 QUALIFICATION FOR HSE PERSONNEL**

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



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

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

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

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

## 8.2 MOBILISATION OF MANPOWER BY SUBCONTRACTOR

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



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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 selection, care and repair of Safety footwear.
IS: 11226 – 1985	Leather Safety footwear having direct molding sole.
IS: 5983 – 1978	Eye protectors.
IS: 9167 – 1979	Ear protectors.
IS: 1179-1967	Eye & Face protection during welding
IS: 3521 – 1983	Industrial Safety Belts and Harness
IS:8519 -1977	Guide for selection of industrial Safety equipment for body protection
IS:9473-2002,14166-1994,14746-1999	Respiratory Protective Devices

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

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

Colour scheme for Helmets:

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

- All the PPEs shall be checked for its quality before issue and the same shall be periodically checked. The users shall be advised to check the PPEs themselves for any defect before putting on. The defective ones shall be repaired/replaced.
- The issuing agency shall maintain register for issue and receipt of PPEs.
- The Helmets shall have logo or name (abbreviation of agency name permitted) affixed or printed on the front.
- The body harnesses shall be serial numbered.

## 8.4 ARRANGEMENT OF INFRASTRUCTURE

### 8.4.1 DRINKING WATER

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

### 8.4.2 WASHING FACILITIES

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

### 8.4.3 LATRINES AND URINALS

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

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#### 8.4.4 PROVISION OF SHELTER DURING REST

Proper Shed & Shelter shall be provided for rest during break

#### 8.4.5 MEDICAL FACILITIES

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

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

##### 8.4.5.2 FIRST AIDER

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

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

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

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

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

- Height workers
- 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)
<b>A. Construction Area</b>		
1.	Outdoor areas like store yards, entrance and exit roads	20
2.	Platforms	50
3.	Entrances, corridors and stairs	100
4.	General illumination of work area	150
5.	Rough work like fabrication, assembly of major items	150
6.	Medium work like assembly of small machined parts rough measurements etc.	300
7.	Fine work like precision assembly, precision measurements etc.	700
8.	Sheet metal works	200
9.	Electrical and instrument labs	450
<b>B. Office</b>		
1.	Outdoor area like entrance and exit roads	20
2.	Entrance halls	150
3.	Corridors and lift cars	70
4.	Lift landing	150
5.	Stairs	100
6.	Office rooms, conference rooms, library reading tables	300
7.	Drawing table	450
8.	Manual telephone exchange	200

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

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

## 9.0 HSE TRAINING& AWARENESS

### 9.1 HSE INDUCTION TRAINING

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

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

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

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

## 9.2 HSE TOOLBOX TALK

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

## 9.3 TRAINING ON HEIGHT WORK

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

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

## 9.4 HSE TRAINING DURING PROJECT EXECUTION

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

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

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

### **9.5.1 Display of HSE posters and banners**

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

### **9.5.2 Display of HSE signage**

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

### **9.5.3 Competition on HSE and award**

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

### **9.5.4 HSE awareness programme**

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

## **10.0 HSE COMMUNICATION**

### **10.1 INCIDENT REPORTING**

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

### **10.2 HSE EVENT REPORTING**

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

### **10.3 DAILY HSE ACTIVITY REPORTING**

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

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## 11.0 OPERATIONAL CONTROL

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

### LIST OF OCPs

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

## 11.1 HSE ACTIVITIES

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

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

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

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

## 11.2 WORK PERMIT SYSTEM

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

## 11.3 SAFETY DURING WORK EXECUTION

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

### 11.3.1 WELDING SAFETY

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

### 11.3.2 RIGGING

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

### 11.3.3 CYLINDERS STORAGE AND MOVEMENT

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

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



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

#### **11.3.4 DEMOLITION WORK**

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

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

#### **11.3.5 T&Ps**

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

#### **11.3.6 CHEMICAL HANDLING**

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

#### **11.3.7 ELECTRICAL SAFETY**

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



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

#### **11.3.8 FIRE SAFETY**

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

#### **11.3.9 SCAFFOLDING**

- Suitable scaffolds shall be provided for workman for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration of work which can be done safely from ladders.
- When a ladder is used, it shall be of rigid construction made of steel. The steps shall have a minimum width of 45 cm and a maximum rise of 30 cm. Suitable handholds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 horizontal and 1 vertical.
- Scaffolding or staging more than 3.6 m above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 90 cm above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from saver, from swaying, from the building or structure.

#### **11.3.10 WORK AT HEIGHT:**

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



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

#### **11.3.11 WORKING PLATFORM**

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

#### **11.3.12 EXCAVATION**

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

#### **11.3.13 LADDER SAFETY**

Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in the length while the width between side rails in rung ladder shall in no case be less than app. 29.2 cm for ladder upto and including 3 m in length. For longer ladders this width shall be increased at least  $\frac{1}{4}$ " 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 one-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 wipers.
  - Wipers.
  - Warning signals.
  - Specific safety system i.e. control interlocks
- Management should ensure that drivers carry out these checks.

#### 11.7.5 TRANSPORTATION OF PERSONNEL AND MATERIALS BY VEHICLES

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

All vehicles used by BHEL shall be in worthy condition and in conformance to the Land Transport requirement.

#### 11.7.6 MAINTENANCE

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

#### 11.8 EMERGENCY PREPAREDNESS AND RESPONSE

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

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

## 12.0 HSE INSPECTION

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

### 12.1 DAILY HSE CHECKS

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

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

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

### 12.2 INSPECTION OF PPE

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

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#### **12.3 INSPECTION OF T&Ps**

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

#### **12.4 INSPECTION OF CRANES AND WINCHES**

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

#### **12.5 INSPECTION ON HEIGHT WORKING**

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

#### **12.6 INSPECTION ON WELDING AND GAS CUTTING OPERATION**

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

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

#### **12.7 INSPECTION ON ELECTRICAL INSTALLATION/APPLIANCES**

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

#### **12.8 INSPECTION OF ELEVATOR**

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

#### **12.9 INSPECTION OF EXCAVATION**

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

#### **13.0 HSE PERFORMANCE**

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

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#### 14.0 HSE PENALTIES

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

#### 15.0 OTHER REQUIREMENTS

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



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

#### 16. NON COMPLIANCE

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

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

- Legend:-

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

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

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

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#### 17.0 HSE AUDIT/INSPECTION

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

#### 18.0 MONTHLY HSE REVIEW MEETING

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

#### 19.0 FORMATS USED (Details available in Annexure-04)

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



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



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## 20.0 ANNEXURES

### ANNEXURE 01

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

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

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

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

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

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



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

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



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



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Other				
<b>WORKING AT HEIGHT</b>				
Safety nets				
Safety belts				
Safety helmets				
Anchoring of safety belt to the life line rope				
<b>ENVIRONMENT</b>				
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.				
<b>HEALTH CHECKS</b>				
Hygienic conditions at labor camps O.K.				
Availability of first-aid facilities				
Proper sanitation at site, office & labor camps.				
Arrangement of medical facilities.				
Measures for dealing with illness.				
Availability of potable drinking water for workmen & staff.				
Provision of crèches for children.				



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**ANNEXURE 03**

**REFERENCES**

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

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



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(18)	IS:8520 – 1977 (Reaffirmed 2002)	Guide for Selection of Industrial Safety Equipment for Eye, Face and Ear Protection.
(19)	IS:9473:2002	Respiratory Protective Devices-Filtering Half Masks to protect against Particles-Specification.
(20)	IS:9944:1992 (Reaffirmed 2003)	Natural and Man-made Fiber Rope Slings-Recommendations on Safe working loads.
(21)	IS:11057 – 1884 (Reaffirmed 2001)	Specification for Industrial Safety Nets
(22)	IS:12254:1993 (Reaffirmed 2002)	Polyvinyl Chloride (PVC) Industrial Boots-Specification
(23)	IS:13367(Part 1):1992 (Reaffirmed 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:14-F01

REV NO.: 00

PAGE NO. 01 OF 02

<b>Name of Site :</b>	
<b>Name of Sub-Contractor :</b>	
<b>Inspected by :</b>	
<b>Date of Inspection :</b>	

**Number of employees on the site: - \_\_\_\_\_**

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

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

FORMAT NO: HSEP:14-F01  
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Sl.No.	Item	No. Available	Remarks
17	Whether 120ml bottle containing Sal volatile having the dose and mode of administration indicated on the label, available.		
18	Whether roll of adhesive plaster (6 cmX1 meter) available		
19	No of rolls of adhesive plaster (2 cmX1 meter)		
20	Whether snake bite lancet available.		
21	Whether (30 grams) bottle of potassium permanganate crystals available.		
22	Whether a pair scissors available		
23	Whether copy of the First-Aid leaflet issued by the Director-General, Factory Advice service and labour Institutes, Government of India available.		
24	Whether bottle containing 100 tablets (each of 5 grains) of aspirin available		
25	Whether Ointment for burns available		
26	Whether bottle of a suitable surgical anti-septic solution available		

Signature of Subcontractor's Site I/C:

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

FORMAT NO: HSEP:14-F02

REV NO.: 00

PAGE NO. 1 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	
<b><u>General Physical Examination</u></b>		
Height	:	
Weight	:	
BMI	:	
Built And nourishment	:	
Pallor	:	
Temperature	:	
Chest Expansion	: Inspiration	Expansion
Lymph Node Enlargement	:	
<b><u>Ear, Nose, Throat</u></b>		
Ear	:	
Nose	:	
Throat	:	

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

FORMAT NO: HSEP:14-F02

REV NO.: 00

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

**Signature of the examining doctor**



## POWER SECTOR

HSE INDUCTION TRAINING

FORMAT NO: HSEP:14-F03

REV NO.: 00

PAGE NO. 01 OF 01

<b>Name of Site :</b>	
<b>Name of Sub-Contractor :</b>	
<b>Date :</b>	
<b>Name of Training Co-ordinator</b>	

**Signature of Training co-ordinator :**



## POWER SECTOR

## TOOL-BOX TALK

FORMAT NO: HSEP:14-F04

REV NO.: 00

PAGE NO. 01 OF 01

<b>Name of Site :</b>	
<b>Sub-Contractors Name :</b>	
<b>Date :</b>	

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

**POWER SECTOR****PERSONAL PROTECTIVE EQUIPMENTS**

FORMAT NO: HSEP:14-F06

REV NO.: 00

PAGE NO. 01 OF 01

<b>Name of Site :</b>	
<b>Name of Sub-Contractor :</b>	
<b>Inspected by :</b>	
<b>Date of Inspection :</b>	

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

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

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

FORMAT NO: HSEP:14-F07

REV NO.: 00

PAGE NO. 01 OF 01

<b>Name of Site :</b>	
<b>Name of Sub-Contractor :</b>	
<b>Date of Inspection :</b>	

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

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

FORMAT NO: HSEP:14-F08

REV NO.: 00

PAGE NO. 01 OF 01

Name of Site	
Name of Sub-Contractor	
Date of Inspection	

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

Signature of Site I/C of subcontractor:

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

FORMAT NO: HSEP:14-F09

REV NO.: 00

PAGE NO. 01 OF 03

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

Crane Reg. No (Make/Model) \_\_\_\_\_

Name of Driver/Operator \_\_\_\_\_

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

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

FORMAT NO: HSEP:14-F09

REV NO.: 00

PAGE NO. 2 OF 03

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

**WINCH**

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

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

FORMAT NO: HSEP:14-F09

REV NO.: 00

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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?				
	<b>Total Number of NO:</b>				
	<b>Total Number of NA:</b>				
	<b>% Compliance :</b>				

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

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

FORMAT NO: HSEP:14-F10

REV NO.: 00

PAGE NO. 01 OF 02

<b>Name of Site :</b>	
<b>Name of Sub-Contractor :</b>	
<b>Inspected by :</b>	
<b>Date of Inspection:</b>	

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.		
<b>ACCESS/EGRESS</b>			
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:14-F10

REV NO.: 00

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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.		
	<b>Housekeeping</b>		
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.		
	<b>PPE And Safety Devices</b>		
1	Use of safety helmet, safety belts ensured for all workers		
2	Anchoring points provided at all places of work.		
3	Common lifeline provided wherever linear movement at height is required.		
4	Safety nets are use wherever required.		
5	Proper fall arrest system is deployed at critical workplaces.		
6	Crawler boards/Safety system or works on fragile roof are used.		

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

**POWER SECTOR****INSPECTION OF WELDING AND GAS  
CUTTING**

FORMAT NO: HSEP:14-F11

REV NO.: 00

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<b>Name of Site</b>	
<b>Name of Sub-Contractor</b>	
<b>Inspected by</b>	
<b>Date of Inspection</b>	

<b>Welding</b>		<b>Y</b>	<b>N</b>	<b>Remarks</b>
<b>Sl.no.</b>	<b>Description</b>	<b>e</b>	<b>s</b>	
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:14-F11

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

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

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

FORMAT NO: HSEP:14-F12

REV NO.: 00

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<b>Name of Site</b>	
<b>Name of Sub-Contractor</b>	
<b>Inspected by</b>	
<b>Date of Inspection:</b>	

<b>Sr. No.</b>	<b>Contents</b>	<b>Yes/No</b>	<b>Remarks</b>
<b>A</b>	<b>Cable</b>		
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>B</b>	<b>DBs/SDBs</b>		
1.	Is earth conductor continued up to DB / SDB?		
2.	Whether DBs and extension boards are protected from rain / water?		
3.	Is there any overloading of DBs / SDBs?		
4.	Are correct / proper fuses & CBs provided at main boards and sub-boards?		
5.	Is energized wiring in junction boxes, CB panels & similar places covered all times?		
<b>C</b>	<b>ELCB</b>		
1.	Whether the connections are routed through ELCB?		
2.	Is ELCB sensitivity maintained at 30 mA?		

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

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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?		
<b>D</b>	<b>Grounding</b>		
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.		
<b>E</b>	<b>Electrically operated Machines or Accessories.</b>		
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**

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<b>Name of Site</b>	
<b>Name of Sub-Contractor</b>	
<b>Inspected by</b>	
<b>Date of Inspection</b>	

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

**Signature-Subcontractor/ Subcontractor's  
Safety Officer**

**Signature-Site Safety Officer ( BHEL)**



**POWER SECTOR**  
**Inspection of Excavation**

FORMAT NO: HSEP:14-F13E  
REV NO.: 00  
PAGE NO. 01 OF 01

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

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

Signature-Subcontractor/ Subcontractor's Safety Officer

Signature-Site Safety Officer ( BHEL )

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

FORMAT NO: HSEP:14-F14

REV NO.: 00

PAGE NO. 1 OF 02

**Sub: MEMO for Penalty for non-compliances in Safety**

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

**Safety Area**

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

**Legend: -**

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

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

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

FORMAT NO: HSEP:14-F14

REV NO.: 00

PAGE NO. 2 OF 02

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

---

Penalty imposed:

1, Rate as per above chart \_\_\_\_\_

2. No. of Persons/ machine/ event/ labour \_\_\_\_\_

3. Total Penalty= 1. X 2. = \_\_\_\_\_

Signature:

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

Name \_\_\_\_\_

Name \_\_\_\_\_

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

**POWER SECTOR- HQ****Incident Report**

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

FORMAT NO: HSEP:14-F15

REV NO.: 00

PAGE NO. 01 OF 01

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

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



## POWER SECTOR

### Format for Monthly HSE Planning & Review

FORMAT NO: HSEP:14-F30

REV NO.: 00

PAGE NO. 01 OF 3

**Note: This is a template and can be modified in consultation with BHEL**

Name of the Site		Name of the Subcontractor	
Scope of Work		Date	
PART- A: PLAN OF HSE ACTIVITIES FOR THE MONTH OF.....			PART-B: REVIEW ON .....
SN.	Description of HSE Activity & Formats	Plan & Targets for the month	Review
1	Availability of First Aid Box at Required Places and Inspection thereof as per Format: Fo1	Areas 1. ... ...	
2	Health check-up as per Format: Fo2	Health check-up for Nos 1. New inductees 2. Drivers & Operators 3. Workers in following high risk areas: a. ...	
3	Induction training of newly joined workers as per Format: Fo3	Minimum No. of workers:	
4	Toolbox talks (TBT) conducted before start of work as per Format: Fo4	Locations of TBTs & No. of workers 1. ...	
5	PPE usage and issue as per Format: Fo6		
6	Inspection of T&Ps as per Format: Fo7	List of T&Ps to be inspected 1.	
7	Identification & Inspection Status of T&Ps as per Format: Fo8		
8	Inspection of Cranes & Winches as per Format: Fo9	List of Cranes & Winches & Nos. 1. ...	
9	Inspection of Height Working as per Format: Fo10	Areas: 1. ...	
10	Inspection of Welding & Gas Cutting operations as per Format: Fo11	Areas: 1. ...	
11	Inspection of Electrical Installations as per Format: Fo12	Locations: 1. ...	
12	Inspection of Elevators (as applicable) as per Format: Fo13	Locations: 1. ...	
13	Inspection of Excavation as per Format: Fo13E	Locations: 1. ...	



## POWER SECTOR

### Format for Monthly HSE Planning & Review

FORMAT NO: HSEP:14-F30  
REV NO.: 00  
PAGE NO. 02 OF 3

SN.	Description of HSE Activity & Formats	Plan & Targets for the month	Review
14	Job Safety Analysis as per Format F32B	<b>Activities:</b> 1. ...	
15	Regular Job Specific Training (Re-training) for workers involved in hazardous activities	Topics/ Hazards & No. of workers 1. ...	
16	Mass housekeeping (HK) drive in work areas	Areas 1. ...	
17	Vertigo Test of Height workers	Minimum No. of workers:	
18	Deployment of qualified HSE Officers as per contract	Location(s) & Nos. 1. ...	
19	Deployment of qualified HSE Stewards as per contract	Location(s) & Nos. 1. ...	
20	Deployment of Safety tools & Equipment (Safety Nets, Lifelines, Fall arrestors, Man-cages, flashback arrestors, scaffolding etc.)	Tool/ Equipment & Location 1. ...	
21	Safety Walks by site in charge of agency (4 -Weekly once)	Dates:	
22	Safety walks by departmental head (8-Weekly twice)	Dates:	
23	Availability/ deployment of Safety posters/ placards/ signage at strategic locations	Locations: Nos. 1. ...	
24	Provision of clean drinking water sources for workers	Locations: Nos. 1. ...	
25	Provision of toilets for workers (separate for male & female workers)	Locations: Nos. 1. ...	
26	Rest sheds for workers during lunchtime, rain, dust storm etc.	Locations: Nos. 1. ...	
27	Availability of following in Labor colony	<ol style="list-style-type: none"><li>1. Clean drinking water</li><li>2. Toilets</li><li>3. Cleanliness &amp; Hygiene</li><li>4. Grass cutting,</li><li>5. Fogging</li><li>6. Electrical Inspection ...</li></ol>	



## POWER SECTOR

### Format for Monthly HSE Planning & Review

FORMAT NO: HSEP:14-F30

REV NO.: 00

PAGE NO. 03 OF 3

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

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



## POWER SECTOR

## Format for Daily HSE Reporting

FORMAT NO: HSEP:14-F31 A  
REV NO.: 00  
PAGE NO. 01 OF 1

**Note: Following format to be submitted (preferably) in excel/ soft copy by subcontractor daily at the end of each shift. Any photographs/ records to be attached**

**POWER SECTOR****Job Safety Analysis Format**

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

**Name of the Site****Name of the Subcontractor****Activity, Area**

<b>HAZARDS</b>				<b>PRECAUTIONS</b>	
(Name)	Submitted By (Agency HSE)		Reviewed By (BHEL Execution)		Approved By (BHEL HSE)
(Sign)					
(Date)					



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



## Checklist for Evaluation of HSE Performance

SL	Parameter for Measurement	M/ O	Wt	Supporting Documents
2m.1	Use of Lifting Permit as per requirement		1	Permit Records
2m.2	Use of Height Permit as per requirement		1	Permit Records
2m.3	Use of Hot Work Permit as per requirement		1	Permit Records
2m.4	Use of Excavation permit as per requirement		1	Permit Records
2m.5	Use of Confined space work permit as per requirement		1	Permit Records
2m.6	Use of Grating removal and safety net removal permit as per requirement		1	Permit Records
2m.7	Use of Lockout-Tag out permit as per requirement		1	Permit Records
2m.8	Use of Radiography permit as per requirement		1	Permit Records
2m.9	Use of Night/ Holiday Work Permit as per requirement		1	Permit Records
2m.10	Use of Any other Applicable Permit as per requirement		1	Permit Records
3a	Material safety data sheet(MSDS) available for all chemicals and displayed in usage and storage area?		1	Inspection/ non-conformity records
3b	Spillages of oil/concrete and other chemical is controlled and cleaned by proper method in case of spill?		1	Inspection/ non-conformity records
3c	Availability of adequate number of urinals in workplace and in elevations and maintained	M	1	
3d	Availability of rest rooms for workers at site	M	1	
3e	Availability of Drinking water facility at work spot		1	
3f	Hygienic Labour colony is provided for workers.		1	
4a	Is heavy/complex critical lifting permit obtained for heavy, complex materials before handling/erection activity?		1	Work Permit records
4b	Whether area below lifting activities barricaded		1	Inspection/ non-conformity records
4c	Availability of experienced rigging foreman		1	Experience details of rigging foreman
4d	Is agency is following proper storage and handling procedure as per manufacturer standard for all hazardous material?		1	Procedure for storage & handling
4e	Are oxygen and acetylene cylinders are transported to work place from storage area in trolleys		1	
5a	Whether all deep excavation has been protected by barrier		1	Inspection/ non-conformity records
5b	Sloping/benching & shoring provided for excavation as per requirement?		1	-do-
5c	Proper access and egress provided for excavations?		1	-do-
5d	Blasting is done in controlled manner?		2	-do-
6a	Whether Electrical booth is equipped with Co <sub>2</sub> fire extinguishers and fire buckets filled with sand?		2	Inspection/ non-conformity records
6b	Availability of Illumination lamp in electric booth?		1	-do-
6c	whether Caution Boards have been displayed?		1	-do-
6d	Usage of Metal Plug top for all hand power tools ?		1	-do-
6e	Usage of Insulated welding cables.		1	-do-
6f	Electrical Booth/Distribution Board to be covered by proper Canopy.		1	-do-
6g	Availability of functional & individual 30ma ELCB / RCCB and MCB for protection and conducting periodical check-up?		1	-do-
6h	Double earthing for panel boards and all machinery & proper earth pit with regular inspection available?		1	-do-
6i	Whether Electrician is qualified and experienced		1	Qualification & Experience records of electrician
6j	Availability and usage of Rubber hand gloves by electrician?		1	Inspection/ non-conformity records



SL	Parameter for Measurement	M/ O	Wt	Supporting Documents
7a	Whether Scaffolding pipes made with steel or aluminum, are being used and checked periodically by experienced/ certified scaffolder?		2	Inspection/ non-conformity records
7b	8mm Stainless Steel wire rope with plastic cladding is provided for life line (Vertical / Horizontal) during height work?		2	-do-
7c	Availability of emergency lighting in case of power failure		1	-do-
7d	Whether all the openings are covered with Safety Nets made of fire proof Nylon?		1	-do-
7e	Whether MS pipe rails around staircases & platforms in usage are provided with top, middle rails and toe guard ?		1	-do-
7f	Whether Ladder with vertical life line /Fall arrestor is available to climb?		1	-do-
7g	Whether all workers deployed for working at height have been issued height pass after undergoing vertigo test?		1	Height Pass records
7h	Whether all workers deployed for height work / climbing ladder are provided and using Double lanyard safety belt?		1	PPE Issue records, inspection/ non-conformity reports
7i	Is all hand tools/Small material used by height workers is tied firmly to prevent fall?		1	-do-
8a	Flash back arrestors for all gas cutting sets is available on Torch side and cylinder side		1	Inspection/ non-conformity records
8b	Oxygen/Acetylene/LPG cylinders not in use have caps in place and stored separately?		1	-do-
8c	Availability of Face screen, Hand gloves, and Apron, for welders		1	-do-
8d	Protection from falling hot molten metal during metal cutting / welding at height by providing GI sheet below the cutting area especially in fire prone areas		1	-do-
9a	Pre-employment medical check-up done for all workers and submitted?		1	Medical check records
9b	Availability of first aid center, with MBBS doctor(Own or Sharing basis)	M	2	Attendance records
9c	Availability of Ambulance facility 24 hours (Own or sharing basis)	M	2	-do-
9d	Is First aid trained personnel's are available and their names are displayed at site?	M	1	-do-
9e	Availability of Emergency vehicle at site		1	
9f	Periodical medical check-up is conducted for all the workers and submitted?		1	Medical check records
9g	Availability of sufficient number of first aid box as per standard list and maintaining record		1	Inspection records
10a	Availability of Fire extinguishers, buckets at all vulnerable points		2	Fire extinguisher records
10b	Periodic fire mock drill conducted?		1	Fire, Mock drill records
10c	Are all flammable materials are stored separately?		1	
10d	Periodic grass cutting is done in material storage area?		1	
10e	Availability of 24V DC lighting in confined space work area		1	
10f	Availability of exhaust fan in confined space work area		1	

**Note:**

- **M: Mandatory; O: Optional.** Points other than mandatory can be excluded with appropriate justification (scope etc.) by BHEL
- Additionally: 30 Marks for each Fatal Accident and 10 mark for each major accident shall be deducted.



# SAFETY WORK CLEARANCE

Permit no. \_\_\_\_\_

Project: \_\_\_\_\_

Emergency Contact Nos: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

## BURNING/WELDING /HOT WORK PERMIT

Area : \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Name of Site Engineer (Permit Requesting Authority): \_\_\_\_\_ Sign: \_\_\_\_\_

Name of Work Performing Contractor: \_\_\_\_\_

Name of Package In charge: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Work Execution Date: \_\_\_\_\_ Time Valid from: \_\_\_\_\_ to \_\_\_\_\_

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

The following precautions are to be taken:

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

Name of Contractor Safety Officer: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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

Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Name of BHEL Safety Representative: \_\_\_\_\_ Sign: \_\_\_\_\_

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

Name of Work Performing Authority: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Permit Cancellation:

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

Name of Work performing Authority: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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

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

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

Original at BHEL site

Second Copy – BHEL SAFETY

Third Copy : Contractor



# SAFETY WORK CLEARANCE

Permit no.

Project:

Emergency Contact Nos:

Subcontractor:

## LIFTING ACTIVITY PERMIT

Area : \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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

Performing Contractor: \_\_\_\_\_

Name of Package In charge: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Work Execution Date: \_\_\_\_\_ Time Valid from: \_\_\_\_\_ to \_\_\_\_\_

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

The following precautions are to be taken:

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

Name of Contractor Safety Officer: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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

Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Name of BHEL Safety Representative: \_\_\_\_\_ Sign: \_\_\_\_\_

*I understand the precaution to be taken as described above and as per project requirement and hereby confirm that work will be executed under my supervision by following all precaution and Safety Rules.***Name of Work Performing Authority:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_**Permit Cancellation:***I hereby declare that the work is complete, all workers under my control have been withdrawn and the site restored to safe tidy condition.*

Name of Work performing Authority: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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

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

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

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



# SAFETY WORK CLEARANCE

Permit no.

Project:

Emergency Contact Nos:

Subcontractor:

## WORKING AT HEIGHT PERMIT

Area : \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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

Performing Contractor: \_\_\_\_\_

Name of Package In charge: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Work Execution Date: \_\_\_\_\_ Time Valid from: \_\_\_\_\_ to \_\_\_\_\_

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

The following precautions are to be taken:

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

Name of Contractor Safety Officer: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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

Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Name of BHEL Safety Representative: \_\_\_\_\_ Sign: \_\_\_\_\_

*I understand the precaution to be taken as described above and as per project requirement and hereby confirm that work will be executed under my supervision by following all precaution and Safety Rules.***Name of Work Performing Authority:** \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_**Permit Cancellation:***I hereby declare that the work is complete, all workers under my control have been withdrawn and the site restored to safe tidy condition.*

Name of Work performing Authority: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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

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

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

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



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

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.....<sup>1</sup> (Tender Conditions), M/s. ....<sup>2</sup> having its registered office at .....<sup>3</sup> (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....<sup>4</sup> 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 Rs .....<sup>5</sup> as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of .....<sup>6</sup> 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.....<sup>6</sup> (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. ....<sup>6</sup>.

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the .....<sup>8</sup> 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.....<sup>6</sup>
- b) This Guarantee shall be valid up to .....<sup>7</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>8</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of  
(Name of the Bank)

(Signature of Authorised signatory)

Date.....

Place of Issue.....

<sup>1</sup> Details of the Invitation to Bid/Notice Inviting Tender (Tender Ref. No. Eg. - BHEL PSSR SCT XXXX)

<sup>2</sup> Name of Tenderer

<sup>3</sup> REGISTERED Office Address of the Tenderer

<sup>4</sup> Details of the Work i.e Tender Description

<sup>5</sup> EMD Amount as mentioned in Notice Inviting Tender

<sup>6</sup> BG Amount in words and Figures (BG Amount shall be Minimum of EMD amount less Rs. 2 Lakhs)

<sup>7</sup> Validity Date

<sup>8</sup> 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

\_\_\_\_\_<sup>1</sup> (Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_<sup>2</sup> (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract arising vide Letter of Intent (LOI) reference No. \_\_\_\_\_ dated \_\_\_\_\_<sup>3</sup> valued at Rs. \_\_\_\_\_<sup>4</sup> (Rupees \_\_\_\_\_ only)<sup>4</sup> (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_<sup>5</sup> (Rupees \_\_\_\_\_ only),

We, 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. \_\_\_\_\_<sup>5</sup>.

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

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

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including \_\_\_\_\_<sup>6</sup> and shall be extended from time to time for such period as may

be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>7</sup>, we shall be discharged from all the liability under this guarantee thereafter.

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

Date \_\_\_\_\_ Day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of the Bank)

(Signature of Authorised signatory)

<sup>1</sup> NAME OF VENDOR /CONTRACTOR / SUPPLIER

<sup>2</sup> REGISTERED OFFICE ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> LETTER OF INTENT(LOI) REFERENCE NO. WITH DATE

<sup>4</sup> CONTRACT VALUE (AS MENTIONED IN LOI)

<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>6</sup> VALIDITY DATE

<sup>7</sup> 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-2.3**

### **PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format 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:

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
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)

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
		<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,</p> <p>Signing of the Settlement Agreement after approval of the Competent Authority</p> <p>or</p> <p>Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
<b>3</b>	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>
<b>4</b>	Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> <p>Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.</p>
<b>5</b>	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region /

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
		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.

**FORMAT-5**

**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):

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

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-7**

**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-8**

**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-9**

**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.

## EVALUATION OF VENDOR PERFORMANCE

NAME OF PROJECT / SITE:

NAME OF THE VENDOR:

ORDER REFERENCE:

PERFORMANCE FEEDBACK YEAR/QUARTER:

SI No.	CRITERIA	MAX SCORE	WEIGHTAGE	SCORE OBTAINED	WEIGHTED SCORE
1	MANPOWER	10	2.5	25	
2	QUALITY	20	3	60	
3	OTHERS	10	1.5	15	
TOTAL WEIGHTED SCORE (OUT OF 100)					
LESS: Score for Accidents attributable to Contractor during the reporting period (Major @ 3, Minor @1)					
Major Accidents – Fatal, Permanent Disability, Major damage to Equipment					
Minor Accidents – All Others					
Net Weighted Score (out of 100)					
Overall Performance Evaluation		Good / Satisfactory / Unsatisfactory			
Net Weighted Score					
80% and above		Good			
Between 60% to 80%		Satisfactory			
60% and Below		Unsatisfactory			

## VENDOR PERFORMANCE FEEDBACK

NAME OF PROJECT / SITE:

NAME OF THE VENDOR:

ORDER REFERENCE:

PERFORMANCE FEEDBACK YEAR/QUARTER:

SI No.	Details	PERFORMANCE FEEDBACK				
		5	4	3	2	1
01	<b>MANPOWER</b>					
1.1	Deployed Crew Skill					
1.2	Job Co-ordination Skill					
2	<b>QUALITY</b>					
2.1	Crane Performance					
2.2	Attending to Breakdowns					
2.3	Response to Site Requirement					
2.4	Work as per Customer Satisfaction					
3	<b>OTHERS</b>					
3.1	Behavioural Aspect					
3.2	Responsiveness to statutory regulations and compliance level					

(Signature of Site Engineer)

(Signature of Construction Manager)