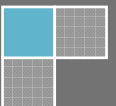


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# VOLUME - IB SPECIAL CONDITIONS OF CONTRACT (SCC)

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BHARAT HEAVY ELECTRICALS LIMITED



# SPECIAL CONDITIONS OF CONTRACT (SCC)

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**Chapter - I : General Intent of Specifications**

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<b>1.0</b>	<b>INTENT OF THE SPECIFICATION</b>
1.1	Please refer Technical Conditions of Contract.

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**Chapter - II : General Services to be rendered by the Bidder**

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<b>2.0</b>	<b>GENERAL SERVICES TO BE RENDERED BY THE BIDDER</b>
2.1	Please refer Technical Conditions of Contract.

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**Chapter - III : General Technical Requirements (Codes and Standards)**

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<b>3.0</b>	<b>GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS):</b> Not Applicable
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**Chapter - IV : Obligations of contractor**

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<b>4.0</b>	<b>OBLIGATIONS OF CONTRACTOR</b>
<b>4.1</b>	Please refer Technical Conditions of Contract.

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**Chapter – V : Responsibilities of contractor in respect of Labour,  
 Supervisory Staff, etc.**

<b>5.0</b>	<b>RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LABOUR, SUPERVISORY STAFF, ETC.</b>
5.1	Refer relevant clauses of General Conditions of Contract (GCC) also in this regard
5.2	The contractor shall deploy all the necessary skilled/semiskilled/ unskilled labour including highly skilled workmen etc. These workmen should have previous experience on similar job. They shall hold valid certificates wherever necessary. BHEL reserves the right to insist on removal of any employee of the contractor at any time if he is found to be unsuitable and the contractor shall forthwith remove him.
5.3	Contractor shall also comply with the requirements of local authorities/ project authorities calling for police verification of antecedents of the workmen, staff etc.
5.4	It is the responsibility of the Contractor to engage his workmen in shifts and or on overtime basis for achieving the targets set by BHEL. This target may be set to suit BHEL's commitments to its customer or to advance date of completion of events or due to other reasons. The decision of BHEL in regard to setting the erection and commissioning targets will be final and binding on the contractor.
5.5	Contractor shall provide at different elevation suitable arrangement for urinal and drinking water facility with necessary plumbing & disposal arrangement including construction of septic tank. These installations shall be maintained in hygienic condition at all times.
5.6	The Contractor in the event of engaging 10 or more workmen, shall obtain Independent license under the Contract labour (Regulation and Abolition) Act 1970 from the concerned authorities based on Form-V issued by the Principal Employer/Customer. In order to issue Form-V by Customer, contractor shall fulfill all Statutory requirements like Insurance Policy, PF Code/PF Account number etc as per the requirement of BHEL/Customer
5.7	Contractor shall deduct the necessary amount towards Provident Fund and contribute equal amount as per Government of India laws. This amount will be deposited regularly to the provident Fund Commissioner. BHEL/Customer may insist for submission of the account code duly certified by PF Commissioner
5.8	Contractor may also be required to comply with provisions of ESI Act in vogue if applicable and submit evidence to BHEL.
5.9	BHEL / customer may insist for witnessing the regular payment to the labour. They may also like to verify the relevant records for compliance with statutory requirements. Contractor shall enable such facilities to BHEL / Customer.

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5.10	Contractor shall deploy only qualified and experienced engineers/ supervisors. They shall have professional approach in executing the work.
5.11	The Contractor's supervisory staff shall execute the work in the most professional manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. They shall be responsible to ensure that the assembly and workmanship conform to dimensions and tolerances given in the drawings/instructions given by BHEL engineer from time to time.
5.12	The supervisory staff employed by the Contractor shall ensure proper outturn of work and discipline on the part of the labour put on the job by the contractor. Also in general they should see that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other Contractors of BHEL or BHEL's client.
5.13	It is the responsibility of the Contractor to arrange gate pass for all his employees, T&P etc for entering the project premises. Necessary coordination with customer officials is the responsibility of the Contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer / BHEL, to work beyond normal working hours, the Contractor shall arrange necessary work permits for working beyond normal working hours.
5.14	The actual deployment will of Labour and Engineer/supervision staff shall be so as to satisfy the erection and commissioning targets set by BHEL. If at any time, it is found that the Contractor is not in a position to deploy the required engineers/supervisors/workmen due to any reason, BHEL shall have the option to make alternate arrangements at the Contractor's risk and cost. The expenditure incurred along with BHEL overheads thereon shall be recovered from the contractor
5.15	Contractor shall not deploy women labour at night.

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<b>6.0</b>	<b>MATERIAL HANDLING, STORAGE AND PRESERVATION ETC (Not Applicable)</b>
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### Chapter- VII

<b>7.0</b>	<b>DRAWINGS AND DOCUMENTS(Not Applicable)</b>
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**Chapter – VIII: Inspection and Quality**

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<b>8.0</b>	<b>INSPECTION AND QUALITY</b>
<b>8.1</b>	<b>Please refer Technical Conditions of Contract</b>

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**Chapter-IX:HSE & OHSAS**

<b>9.0</b>	<p><b>OCCUPATIONAL HEALTH, SAFETY &amp; ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME :</b></p> <p>BHEL, is certified for ISO 9001. Quality of work to customer's satisfaction and fulfillment of system requirements are the essence of ISO 9001 certification. BHEL, have HSE certification (ISO 14001 &amp; OHSAS 18001) and therefore contractor also shall organise/ plan/ perform all their activities to meet with the applicable requirements of these standards. They are required to ensure compliance through their inspection &amp; surveillance of the following clauses to be adhered to by the Execution contractors appointed by BHEL.</p>
<b>9.1</b>	<p><b>HSE (Health, safety &amp; Environment):</b></p> <p>Execution contractor will comply with HSE (Health, safety &amp; Environment) requirements of BHEL. HSE requirements in brief, are given below :-</p>
<b>9.1.1</b>	<p>Execution contractor will nominate one of their qualified and experienced employees as Safety Officer, who will be responsible for all HSE related issues of Execution contractors work area. Safety Officer will have authority to stop any activity, in case he observes that the activity is not being carried out in safe manner. He will conduct surprise inspection as well as periodic inspection/drill (at least once in a month) and submit such reports to BHEL. He will conduct periodic meetings with supervisors of different working groups and explain HSE issues and use of PPEs to them. Reports of such meetings will be submitted to BHEL. Execution contractor will develop suitable work procedures based upon HSE guidelines and OCPs and implement it. Such work procedures will consist of Area of work, T&amp;P Details, Work Procedure, PPE requirements etc.</p> <p>Execution contractor should highlight the requirement of safety to staff and labour through daily tool box meeting before start of the days job</p>
<b>9.1.2</b>	<p>The Execution contractor shall ensure that proper job specific health check-up is done by medical professional for their employees during initial mobilization and thereafter if there is any change of job.</p>
<b>9.1.3</b>	<p>Following personnel protective equipments (PPEs), in adequate numbers, will be made available at site &amp; their regular use by all concerned will be ensured :-</p> <ul style="list-style-type: none"> <li>- HELMET</li> <li>- SAFETY GOGGLES &amp; WELDING FACE SHIELDS</li> <li>- SAFETY BELTS AND PROTECTIVE NET FOR WORKING AT HEIGHT</li> <li>- SAFETY SHOES</li> <li>- EAR PLUG</li> <li>- ANY OTHER SAFETY EQUIPMENT REQUIRED FOR SAFE COMPLETION</li> </ul>

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	OF THE WORK
9.1.4	Providing appropriate First Aid facilities for prompt treatment of injuries and illness at work place. Arranging training to Execution contractor workmen/ employees for giving first aid.
9.1.5	Arranging ambulance in case of any emergency situation .
9.1.6	Identification of nearest hospital and health check-up of workmen/employees
9.1.7	Providing filtered drinking water at work place in cool container.
9.1.8	Providing Canteen, Rest Room, Washing facilities to the contracted employees as per provisions of Contract Labour Regulation Act 1970 (Chapter V).
9.1.9	Providing appropriate fire fighting equipment at designated work place and nominate a fire officer/warden adequately trained for his job.
9.1.10	Identification of nearest fire station and display contact telephone nos. / person's name around work places for cases of emergencies .
9.1.11	Providing adequate no. of 24 V sources and ensure that no hand lamps are operating at voltage level above 24 Volts.
9.1.12	Fulfilling safety requirements at all power tapping points.
9.1.13	Red & White caution tape of proper width(1.5 to 2 inch) to be used for cordoning unsafe area such as open trench, excavation area etc.
9.1.14	Providing Execution contractors company logo on cloths /uniform/ proper identity cards with photographs, for correct identification of people working at project site .
9.1.15	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.
9.1.16	Displaying safe handling procedures for all chemicals such as lube oil, acid, alkali, sealing compounds etc , at work place .
9.1.17	All scaffolding/ platforms should be made from materials of appropriate quality/grade so that these are safe for use. It should be certified/declared safe for use by an experienced Execution contractor person, before any scaffolding/platform is used.
9.1.18	All T&Ps/ MMEs should be of reputed brand/appropriate quality & must have valid test/calibration certificates bearing endorsement from competent authority of BHEL.
9.1.19	Ensure that the regulatory requirement of excessive weight limit (to carry/lift/ move weights beyond prescribed limits) for male and female workers are complied with.

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9.1.20	Safety slogan, Safety/ Caution boards , wherever required to be displayed in consultation with BHEL.
9.1.21	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. Ensure proper cleanliness of work place, housekeeping and waste management (including proper waste disposal ) on daily basis.
9.1.22	It is imperative on the part of the Execution contractor 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.
9.1.23	The Execution contractor shall carry out periodic air and water quality check and illumination level checking in his area of work place and take suitable control measure.
9.1.24	The Execution contractor is required to provide proper safety net systems where ever the hazard of fall from height is present as per instruction of BHEL Engineer. The safety nets shall be fire resistant, duly tested and shall be of ISI Mark 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.
9.1.25	All applicable OCPs (Operational control procedures) will be followed by Execution contractor 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 Execution contractor will follow this as well, within quoted rate. These OCPs (applicable ones) will be made available to Execution contractor during work execution at site. However for reference purpose, these are kept with Safety Officer of BHEL, HYDERABAD or available in downloadable format in the website, which may be referred by Execution contractor, if they so desire.
	■ OCP for safe handling of chemicals
	■ OCP for Electrical safety
	■ OCP for energy conservation
	■ OCP for safe welding and gas cutting operation
	■ OCP for fire safety
	■ OCP for safety in use of hand tools
	■ OCP for first aid

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■	OCP for food safety at canteen
■	OCP for safety in use of cranes
■	OCP for storage and handing of gas cylinders
■	OCP for manual arc welding
■	OCP for safe use of helmets
■	OCP for good house keeping
■	OCP for working at height
■	OCP for safe excavation
■	OCP for safe filling of Hydrogen in cylinder
■	OCP for illumination
■	OCP for handling and erection of heavy metals
■	OCP for safe acid cleaning
■	OCP for safe alkali boil out
■	OCP for safe oil flushing
■	OCP for steam blowing
■	OCP for safe working in confined area
■	OCP for safe operation of passenger lift, material hoists & cages
■	OCP for Vehicle maintenance
■	OCP for safe radiography
■	OCP for waste disposal
■	OCP for working at night
■	OCP for blasting
■	OCP for DG Set
■	OCP for handling & storage of mineral wool
■	OCP for drilling, reaming and grinding(machining) etc.
■	OCP for hydraulic test
■	OCP for spray insulation
■	OCP for trial run of rotary equipment
■	OCP for stress relieving
■	OCP for material preservation
■	OCP for cable laying/tray work
■	OCP for electrical maintenance
■	OCP for transformer charging
■	OCP for safe handling of battery system
■	OCP for computer operation
■	OCP for storage in open yard
■	OCP for sanitary maintenance

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	<ul style="list-style-type: none"> <li>■ OCP for batching</li> <li>■ OCP for piling rig operation</li> <li>■ OCP for gas distribution test</li> <li>■ OCP for cleaning of hotwell / deaerator</li> <li>■ OCP for electro-resistance heating</li> <li>■ OCP for compressor operation</li> <li>■ OCP for O&amp;M of control of AC plant &amp; system</li> <li>■ OCP for air compressor</li> <li>■ OCP for passivation</li> <li>■ OCP for Safe EDTA Cleaning</li> <li>■ OCP for Safe Chemical cleaning of Pre boiler system</li> <li>■ OCP for Safe Boiler Light up</li> <li>■ OCP for Safe Rolling and Synchronisation</li> <li>■ OCP for Safe Loading of Unit</li> </ul>
9.2	<p><b>SAFETY AND CLEANLINESS :</b>  The Execution contractor shall take all necessary safety precautions and arrange for appropriate appliances as per discretion of BHEL or its authorised officials (Site Construction Manager) to prevent loss of human lives, injuries, to personnel engaged and damage to property. Before commencing the work, the Execution contractor shall submit a "Safety Plan" to the above authorised BHEL official and obtain approval on the same. The safety plan shall indicate in detail the measures that would be taken by the Execution contractor to ensure safety of men, equipment, materials and environment during execution of the work. This will also include an organization structure, role and responsibilities of the concerned key personnel, the safety practices that will be followed, PPEs deployed, plan for handling critical activities and emergencies.</p>
9.3	<p>If the Execution contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the Execution contractor.</p>
9.4	<p>During the course of construction, alternation or repairs, scrap with protruding nail, sharp edge etc and all other debris shall be kept clean from working areas, passage, ways and stairs in and around site.</p>
9.5	<p>Combustible scrap and debris shall be removed at regular intervals during the course of execution. Safe means shall be provided to facilitate such removal. The combustible scrap should be stored in safe place away from the plant materials to avoid fire accidents. The area shall be chosen in consultation with</p>

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	the Engineer and to be cordoned off.
9.6	Rigging equipment for materials handling shall be inspected prior to use in each shift and as necessary during its use to ensure that it is safe. Defective rigging equipment will be removed from service.
9.7	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.
9.8	Execution contractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The BHEL 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 Execution contractor shall strictly adhere to such instructions. The BHEL 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.
9.9	Where it is necessary to provide and/or store petroleum products or petroleum mixture & explosives, the Execution contractor 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 Execution contractor shall be responsible for obtaining the same.
9.10	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.
9.11	When cylinders are transported by powered vehicle they shall be secured in a vertical position.
9.12	All workmen of the Execution contractor working on construction area shall wear safety shoes, hand gloves, safety helmets and safety belt as applicable. The Execution contractor shall provide to its workforce and ensure the use of following personnel protective equipment as found necessary and as directed by BHEL.
9.12.1	Safety Helmets conforming to IS-2965 : 1984
9.12.2	Safety Belts conforming to IS-3521:1983

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9.12.3	Safety Shoes conforming to IS-1989 : 1978
9.12.4	Eye and face protection devices conforming to IS – 8620 : 1977 & IS – 8950 : 1978.
9.12.5	Hand and body protection devices conforming to IS – 2575 : 1975 and IS – 6994 : 1973, IS – 8907 : 1970 & 8619 : 1977
9.13	The Execution contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL Engineer on demand. Other wise, BHEL will arrange the same and the expenditure towards this will be debited to the Execution contractor. In case of a fatal or disabling injury accident to any person at construction site due to lapses by the Execution contractor, the victim and/or his/her dependants shall be compensated by the Execution contractor as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on Execution contractor and recover the same from payments due to the Execution contractor for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the Execution contractor for presenting his case. Above safety conditions are not exhaustive but gives an idea for the Execution contractor and Execution contractor shall adhere to all safety precaution given by the Engineer at site.
9.14	The Execution contractor 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 during night hours at the work spot as well as at the pre-assembly area.
9.15	The Execution contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time. He shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.
9.16	The Execution contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.
9.17	Execution contractor shall ensure safety of all the workmen, material and equipment either belonging to him or to others working at site. He shall observe

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	safety rules and codes applied by BHEL without exception.
9.18	It will be the responsibility of the Execution contractor to ensure safe lifting of the equipment, taking due precaution to avoid any accident and damage to other equipment and personnel. All requisite tests and inspection of handling equipment, tools & tackle shall be periodically done by the Execution contractor. Defective equipment shall be removed from service. Any equipment shall not be loaded in excess of its recommended safe working load.
9.19	The Execution contractor shall provide necessary first aid facilities for all his employees, representatives and workmen at site and BHEL shall have no obligation in this regard. 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 Execution contractor should conduct periodical first –aid classes to keep his supervisor and Engineers properly trained for attending to any emergency.
9.20	All the Execution contractor’s supervisory personnel and sufficient number of workers shall be trained for fire protection systems. Enough number of such trained personnel must be available during the tenure of contract. Execution contractor should nominate his supervisor to coordinate and implement the safety measures.
9.21	Execution contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, temporary structure in labour colony etc. Such fire protection equipment shall be easy and kept open at all times. The fire extinguishers shall be properly refilled and kept ready which should be 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 Execution contractor of any of his responsibility and liabilities to fire accident occurring either to his materials or equipment or those of others.
9.22	The Execution contractor shall at his cost, remove from vicinity of work at least once each day all combustible waste, scrap, panting materials, rubbish, unused or other materials and deposit them in places specified by BHEL to keep the work site clear and tidy. Use of undercoated canvas paper, corrugated paper, fabricated carton, plastic or other flammable materials shall be restricted to the minimum and promptly removed.
9.23	The Execution contractor shall not use any hand lamp energized by Electric

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	power with supply voltage of more than 24 volts in confined spaces like inside water boxes, turbine casings, condensers etc.
9.24	All portable electric tools used by the Execution contractor 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 Execution contractor to carry out all types of electrical works.
9.25	In case of any delay in completion of a job due to mishaps attributable to lapses by the Execution contractor, BHEL shall have the right to recover cost of such delay from the payments due to the Execution contractor, after notifying the Execution contractor suitably.
9.26	Valve protection caps shall be kept in place and secured.
9.27	The Execution contractor shall be responsible for the safe storage and handling of his radio-active sources as per BARC rules and regulations.
9.28	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.
9.29	If the Execution contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and/or if the Execution contractor 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 Execution contractor after giving a notice of not less than 7 days indicating the steps that would be taken by BHEL.
9.30	If the Execution contractor succeeds in carrying out its job in time with out any fatal or disabling injury accident and without any damage to property BHEL may, at its sole discretion, favorably consider to reward the Execution contractor suitably for the performance.
9.31	The Execution contractor shall carefully follow the safety requirement of BHEL/ the purchaser with the regard to voltages used in critical areas.
9.32	The Execution contractor shall use only properly insulated and armored cables which conform to the requirement of Indian Electricity Act and Rules for all wiring, electrical applications at site. BHEL reserves the right to replace any unsafe electrical installations, wiring, cabling etc. at the cost of the Execution contractor. All electrical appliances used in the work shall be in good working

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	condition and shall be properly earthed. No maintenance work shall be carried out on live equipment. The Execution contractor shall maintain adequate number of qualified electricians to maintain his temporary electrical installations.
9.33	The Execution contractor shall arrange adequate number of persons specifically for clearing any debris and for house keeping of the erection area including restacking of components in the erection areas.
9.34	In case of any damage to property due to lapses by the Execution contractor, BHEL shall have the right to recover the cost of such damages from the Execution contractor after holding an appropriate enquiry.
9.35	The Execution contractor shall submit report of all accidents, 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. In addition periodic reports on safety shall also be submitted by the Execution contractor to BHEL from time to time as prescribed by the Engineer.
9.36	Before commencing the work, the Execution contractor shall appoint/nominate a responsible person to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
9.37	Suitable scaffolds shall be provided for workman for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration of work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made of steel. The steps shall have a minimum width of 45 cm and a maximum rise of 30 cm. Suitable handholds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than ¼ horizontal and 1 vertical.
9.38	Scaffolding or staging more than 3.6 m above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 90 cm above the floor or platform of such scaffolding or staging and extending along the entire length of the out side and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from savor, from swaying, from the building or structure.
9.39	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

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	closely boarded and shall have adequate width which shall not be less than 750 mm and be suitably fenced as described above.
9.40	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.
9.41	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.
9.42	Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in the length while the width between side rails in rung ladder shall in no case be less than app. 29.2 cm for ladder upto and including 3 m in length. For longer ladders this width shall be increased at least ¼” for each additional foot of length.
9.43	A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to Construction.
9.44	All personnel of the Contactor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal worker shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
9.45	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.
9.46	All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 30 m in length or fraction thereof. The ladder shall be extended from bottom of the trench to at least 90 cm above the surface of the ground. Sides of the trenches which are 1.50 m or more in depth shall be stepped back to give suitable slope or securely held by timer bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
9.47	The Contactor shall take all measures at the sites of the work to protect all persons from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any persons for injury sustained or death owing to neglect of the above precautions

**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
**Chapter-IX:HSE & OHSAS**

	and to pay any such persons such compensation or which may with the consent of the Execution contractor be paid to compromise any claim by any such person should such claim proceeding be filed against BHEL, the Execution contractor hereby agrees to indemnify BHEL against the same.
9.48	Before any demolition work is commenced and also during the process of the work the following shall be ensured:
9.48.1	All roads and open areas adjacent to the work site shall either be closed or suitably protected.
9.48.2	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.
9.48.3	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.
9.49	All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed in the Site and maintained in a condition suitable for immediate use and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
9.49.1	Workers employed on mixing asphalted materials, cement and lime mortars shall be provided with protective foot wear and protective goggles.
9.49.2	Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
9.49.3	Those engaged in welding works shall be provided with welder's protective eyesight lids.
9.49.4	Stone breakers shall be provided with protective goggles and protective clothing and seated sufficient to safe intervals.
9.49.5	Where workers are employed in sewers and manholes, which are in use, the Execution contractor shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into manhole, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

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9.49.6	The Execution contractor 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, the following precautions should be taken.
9.49.6.1	No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
9.49.6.2	Suitably face masks should be supplied for use by the workers where paints are applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
9.49.6.3	Overalls shall be supplied by the Execution contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
9.50	When the work is being done near any place where there is risk of drowning all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
9.51	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 accidentally displaced. When workers employed on electrical installations which are already energized, insulting 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.
9.52	All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near the places of work.
9.53	The Execution contractor 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.

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9.54	The Execution contractor 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 Execution contractor shall adhere to such instructions. BHEL may prohibit the use of any construction machinery, which according to him is unsafe. No claim for compensation due to such prohibition will be entertained by BHEL.
9.55	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.
9.56	These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent, place at work spot. The persons responsible for compliance of the safety code shall be named therein by the Execution contractor.
9.57	To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangement made by the contract shall be open to inspection by the Engineer of the Engineer's Representative.
9.58	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 Execution contractor. Such cleanings has to be done by Execution contractor within quoted rate, on daily basis by an identified group. If such activity is not carried out by Execution contractor / BHEL is not satisfied, then BHEL may get it done by other agency and actual cost alongwith BHEL overheads will be deducted from Execution contractor's bill. Such decisions of BHEL shall be binding on the Execution contractor.
9.59	Notwithstanding the above clauses there is nothing to exit the Execution contractor from the operations of any other Act or Rule in force in area of work in this respect.  Provided always that all safety measures apart from those specifically provided in this agreement which are brought to the notice of the Execution contractor from time to time by the Engineer shall be complied by the Execution contractor. Provided further that all consequences, damages, or losses arising by reason of any safety code shall be met with by the Execution contractor.

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9.60

**NON COMPLIANCE:-**

NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND BHEL HAS RIGHT TO IMPOSE FINES ON THE EXECUTION CONTRACTOR AS UNDER **for every instance of violation noticed:**

SN	Violation of Safety Norms	Fine (in Rs)
01	Not Wearing Safety Helmet	50/-
02.	Not wearing Safety Belt	100/-
03.	Grinding Without Goggles	50/-
04.	Not using 24 V Supply For Internal Work	500/-
05.	Electrical Plugs Not used for hand Machine	100/-
06.	Not Slinging property	200/-
07.	Using Damaged Sling	200/-
08.	Lifting Cylinders Without Cage	500/-
09.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.	200/-
10.	Not Removing Small Scrap From Platforms	200/-
11.	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting	200/-
12.	Not Maintaining Electric Winches Which are Operated Dangerously	500/-
13.	Improper Earthing Of Electrical T&P	500/-
14.	Accident Resulting in Partial Loss in Earning Capacity	25,000/- per victim
15.	Fatal Accident/Accidents Resulting in total loss in Earning Capacity	1,00,000/- per victim

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 Execution contractor. The amount collected above will be utilized for giving award to the employees who could avoid accident by following safety rules. Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.

**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
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9.61	<p><b>CITATION:</b>-If safety record of the Execution contractor 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 Execution contractor may be considered by BHEL after completion of the job</p>
9.62	<p><b><u>MEMORANDUM OF UNDERSTANDING</u></b> After Award Of Work, Execution contractors Are Required To Enter Into A Memorandum Of Understanding As Given Below:</p> <p style="text-align: center;"><b><u>Memorandum of Understanding</u></b></p> <ul style="list-style-type: none"><li>➤ BHEL PESD, HYDERABAD is committed to Health, Safety and Environment Policy (EHS Policy).</li><li>➤ M/s _____ do hereby also commit to the same EHS Policy while executing the Contract Number ID1111103.</li><li>➤ M/s _____ shall ensure that safe work practices not limited to the above are followed by all construction workers and supervisors. Spirit and content therein shall be reached to all workers and supervisors for compliance.</li><li>➤ BHEL PESD, HYDERABAD will be carrying out EHS audits twice a year and M/s _____ shall ensure to close any non-conformity observed/reported within fifteen days.</li></ul> <p>Signed by authorized representative of M/s ----- Name : Place &amp; Date:</p>

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**Chapter-X: RA Bill Payments**

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<b>10.0</b>	<b>RA Bill Payments</b>
10.1	The Contractor shall submit his monthly RA bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas for the previous calendar month.
10.2	Mode of payment and measurement of work completed shall be as per relevant clauses of General Conditions of Contract
10.3	Release of payment in each running bill including PVC Bills will be restricted to 95% of the value of work admitted as per stages of progressive pro rata payments.
10.4	The 5% thus remaining shall be treated as 'Retention Amount' and shall be released as per terms specified in the General Conditions of Contract.
10.5	The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc and other dues in the meanwhile.
10.6	BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, contractor to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats: Note: BHEL may also choose to release payment by other alternative modes as applicable
10.7	Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contactor accordingly.

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**Chapter-XI : Performance Monitoring**

<b>11.0</b>	<b>Performance Monitoring</b>									
11.1	Performance of the Contractor is monitored through various reports/reviews and shall be jointly evaluated every quarter as per prescribed formats. Based on the net weighted score obtained, Contractors shall be rated 'Good' or 'Satisfactory' or 'Unsatisfactory'									
11.2	Annual performance (Financial Year wise) and Over all Performance (for the Contract) shall be based on the averages of Quarterly net weighted scores.									
11.3	<p>In case Annual/Quarterly performance is found 'Unsatisfactory', BHEL reserves the right to put on hold such contractors as given below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sl No</th> <th style="width: 50%;">Performance status</th> <th style="width: 40%;">Type of suspension</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>'Unsatisfactory' in the Annual performance in the last Financial Year (if the agency is executing only one job in the Region)</td> <td>Hold for a period of six months for similar Work</td> </tr> <tr> <td style="text-align: center;">2</td> <td>'Unsatisfactory' in the Annual performance in the last Financial Year or in the 'Overall' Performances, for 2 or more Works/Contracts being executed by the contractor in the Region</td> <td>Hold for a period of six months for similar Works for which performance is 'Unsatisfactory'.</td> </tr> </tbody> </table> <p><b>Note:</b> If there is any conflict between the "Overall" performance and the latest "Annual" performance, then the 'Overall' performance shall prevail. However, BHEL reserves the right on the decision of 'Hold', in case of consistent 'Annual' improvement notwithstanding the vendors 'Overall' performance being unsatisfactory.</p>	Sl No	Performance status	Type of suspension	1	'Unsatisfactory' in the Annual performance in the last Financial Year (if the agency is executing only one job in the Region)	Hold for a period of six months for similar Work	2	'Unsatisfactory' in the Annual performance in the last Financial Year or in the 'Overall' Performances, for 2 or more Works/Contracts being executed by the contractor in the Region	Hold for a period of six months for similar Works for which performance is 'Unsatisfactory'.
Sl No	Performance status	Type of suspension								
1	'Unsatisfactory' in the Annual performance in the last Financial Year (if the agency is executing only one job in the Region)	Hold for a period of six months for similar Work								
2	'Unsatisfactory' in the Annual performance in the last Financial Year or in the 'Overall' Performances, for 2 or more Works/Contracts being executed by the contractor in the Region	Hold for a period of six months for similar Works for which performance is 'Unsatisfactory'.								

## SPECIAL CONDITIONS OF CONTRACT (SCC)

<b>12.0</b>	<b>Chapter – XII:: Suspension of Business dealings</b>
12.1	BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
12.2	Suspension could be in the form of ‘Hold’, ‘De-listing’ or ‘Banning’ a contractor.
12.3	<p>A bidder may be put on HOLD for a period of 1 year, for future tenders for specific works on the basis of one or more of the following reasons:</p> <ul style="list-style-type: none"> <li>a) Bidder does not honour his own offer or any of its conditions within the validity period.</li> <li>b) Bidder fails to respond against three consecutive enquires of BHEL.</li> <li>c) Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence.</li> <li>d) Bidder’s performance rating falls below 60% in specific category (more fully described in chapter ‘Performance Monitoring’)</li> <li>e) Bidder works are under strike/ lockout for a long period.</li> <li>f) Two consecutive delays, for delays attributable to the bidder, in execution of the contracts where delay occurs such that, <ul style="list-style-type: none"> <li>i) Prescribed maximum LD time limits of the contract is exceeded.</li> <li>ii) Delay period has equaled/exceeded half the original delivery period specified in the contracts</li> </ul> </li> </ul> <p>whichever among above is earlier</p>
12.4	<p>A Bidder may be de-listed from the list of registered Bidders of the region for a period of 2 year on the basis of one or more of the following reasons:-</p> <ul style="list-style-type: none"> <li>a) Bidder tampers with tendering procedure affecting ordering process or commits any misconduct which is contrary to business ethics.</li> <li>b) Bidder has substituted, damaged, failed to return, short returned or unauthorizedly disposed off materials/ documents/ drawings/ tools etc of BHEL.</li> <li>c) After placement of order, Bidder fails to execute a contract</li> <li>d) Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.</li> </ul>
12.5	A Bidder can be banned from doing any business with all Units of BHEL for a period of 3 years on the basis of one or more of the following reasons:
12.5	a) Bidder is found to be responsible for submitting fake/ false/ forged

## SPECIAL CONDITIONS OF CONTRACT (SCC)

	<p>documents, certificates, or information prejudicial or misrepresentation/wilful suppression of facts, or has resorted to unethical, illegal means.</p> <p>b) After price bid opening but before placement of the order, the bidder withdraw their offer or varies it in any manner within its validity period.</p> <p>c) In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.</p> <p>d) Bidder is found to be involved in cartel formation or any other act so as to influence the bidding process or influence the price.</p> <p>e) The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion, etc..</p> <p>f) The Bidder is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</p> <p>g) The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes.</p> <p>h) Bidder is found to have obtained Official Company information/ documentation by unauthorized means.</p> <p>i) Bidder has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/tools, etc. of BHEL.</p> <p>j) Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.</p>
12.6	Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
12.7	All existing contracts with a 'BANNED' contractor shall normally be short closed
12.8	Once the order for suspension is passed, existing offers/new offers of the contractor shall not be entertained
12.9	The above guidelines are not exhaustive but enunciate broad principles governing action against contractors

## SPECIAL CONDITIONS OF CONTRACT (SCC)

<b>13.0</b>	<b>Chapter – XIII:: TAXES &amp; DUTIES:</b>
13.1	<p>The quoted rates shall be exclusive of GST but inclusive of all other taxes, including any cess or surcharge or levy/tax by whatever name called, imposed under GST law or any other law at any time, for which input credit is not available to BHEL under any interpretation of the law.</p> <p>GST at the applicable rates shall be payable extra. SAC/HSN code is _____(As applicable). However, the same shall not be paid if the input credit thereof is not available to BHEL due any reason attributable to the supplier/bidder.</p> <p>TDS under GST as and when applicable, shall be deducted at prevailing rates.</p> <p>GST as applicable on the LD/Penalty shall also be recoverable in addition to LD/Penalty applicable on delayed supplies.</p> <p>Bidders have to comply with all requirements of the GST law as may be prescribed by the Government from time to time (including provisions related to E-way bills as and when prescribed). In the event of any non-compliance to any of the requirements of the GST law by the supplier/bidder, any consequential financial implication to BHEL, including interest on delayed discharge of BHEL’s GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/bidder.</p>
13.2	<p>SERVICES (E&amp;C, Supervision of E&amp;C, Civil Works etc.):</p> <p>Bidders have to issue GST compliant invoices showing:            BHEL, State of _____(State in which the project site is located)            GSTIN of BHEL in such State (to be obtained by the bidders before raising any invoice) under “Details of Receiver (Billed To)            BHEL’s Customers details (mentioned in SCC/Dispatch Instructions) under “Details of Consignee (Shipped To) State in which the project is located, as the “Place of Supply”.</p> <p>The invoices shall be raised within the time limit prescribed under the GST law. In the event of any delay in submission of the invoice to BHEL, any</p>

## SPECIAL CONDITIONS OF CONTRACT (SCC)

	<p>consequential financial implication to BHEL, including interest loss on discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/bidder.</p> <p>Wherever the work executed is in more than one state, separate GST invoice for work done in each state shall be submitted by the bidders.</p>
13.3	<p><b>PAYMENT OF GST:</b></p> <p>The GST amount on gross value of each invoice shall be claimed by the bidders along with the first stage payment by submission of GST invoice as mentioned above. However, the amount of GST shall be paid only upon confirmation of the following:</p> <p>The bidder declaring the invoice in his GSTR-1 and Confirmation of payment of GST thereon by bidder on GSTN Portal.</p> <p>However, BHEL, at its discretion, may release the GST amount based on undertaking by the bidders in the prescribed format(Ann. I), Pending the above confirmation, and in such cases, if any discrepancy is found on subsequent verification as per data available from GSTIN Portal, the entire financial implication thereof on BHEL shall be recovered from the bidder.</p>
13.4	<p><b>PENALTY:</b></p> <p>In addition to the Penalty determined as per clause in GCC, GST on penalty is also recoverable.</p>