

Rev 02  
17<sup>th</sup>Sept  
2020

# NOTICE INVITING TENDER

(Document No PS:M SX:NIT)

TENDER NO.: BHEL/ NR/ SCT/ PSNR SITES/ CRANE O&M / 1277

NAME OF WORK: RATE CONTRACT FOR PROVIDING SERVICES OF REGULAR OPERATION, ROUTINE MAINTENANCE & MINOR BREAKDOWN REPAIRS OF CRANES AT VARIOUS BHEL-PSNR PROJECT SITES.

Bharat Heavy Electricals Limited



**NOTICE INVITING E-TENDER (NIT)**  
**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES**

To

Dear Sir/Madam

**Sub : NOTICE INVITING E-TENDER**

Sealed offers in two part bid system (National competitive bidding (NCB)) are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) 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>	BHEL/NR/SCT/PSNR SITES/ CRANE O&M /1277	
ii	<b>Broad Scope of job</b>	RATE CONTRACT FOR PROVIDING SERVICES OF REGULAR OPERATION, ROUTINE MAINTENANCE & MINOR BREAKDOWN REPAIRS OF CRANES AT VARIOUS BHEL-PSNR PROJECT SITES.	
iii	<b>DETAILS OF TENDER DOCUMENT</b>		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	Applicable
d	Volume-ID	<i>Forms and Procedures</i>	
e	Volume-II	<i>Price Schedule (Absolute value).</i>	Applicable
iv	<b>Issue of Tender Documents</b>	<b>Tender documents will be available for downloading from BHEL eProcurement portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) till due date of submission:</b> Brief information of the tenders shall also be available at BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> )	Applicable
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<b>Date : 01/10/2022, Time : 10:00 hrs</b> <b>Place : on <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a></b>	Applicable
vi	<b>OPENING OF TENDER</b>	<b>Date : 01/10/2022 , Time : 15:30 hrs</b> <b>Notes:</b> (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.	Applicable

		(2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.	
vii	EMD AMOUNT	Rs.2,22,700/-	Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	<p><b>Five days before bid submission due date</b>  Along with soft version also, addressing to undersigned &amp; to others as per contact address given below:</p> <p>1) Name: <b>G.V. RAJA SEKHAR</b>  Designation: Sr. MANAGER  Deptt: SCT  Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301  Phone: (Landline/Mobile): 0120-2416232  Email: <a href="mailto:gvr@bhel.in">gvr@bhel.in</a></p> <p>2) Name: <b>ADITI GUPTA</b>  Designation: Dy. Manager  Deptt: SCT  Address: : BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301  Phone: (Landline/Mobile): 0120 - 2416511  Email: <a href="mailto:aditi@bhel.in">aditi@bhel.in</a></p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com --&gt;Tender Notifications →View Corrigendums), BHEL eProcurement portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) <b>and not in the newspapers</b>. Bidders to keep themselves updated with all such information.</p>	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, 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 **Not Used.**

- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract.

For Electronic Fund Transfer the details are as below:-

**a) Name of the Beneficiary** :- Bharat Heavy Electricals Limited

**b) Bank Particulars**

- |        |  |   |
|--------|--|---|
| i).    | Bank Name :-                               | STATE BANK OF INDIA   |
| ii).   | Bank Telephone No.(with STD code):-        | 011-23475566  |
| iii).  | Branch Address:-                           | CAG II BRANCH, NEW DELHI<br>4 <sup>th</sup> & 5 <sup>th</sup> FLOOR, REDFORT CAPITAL,<br>PARASNATH TOWERS, BHAI VEER SINGH<br>MARG, GOLE MARKET, NEW DELHI-110001 |
| iv).   | Bank Fax No. (with STD code) :-            | 011-23475566  |
| v).    | Branch Code :-                             | 17313   |
| vi).   | 9 Digit MICR Code of the Bank Branch :-    | 110002562   |
| vii).  | Bank Account Number :-                     | 10813608647   |
| viii). | Bank Account Type :-                       | CASH CREDIT   |
| ix).   | 11 Digit IFSC Code of Beneficiary Branch:- | SBIN0017313   |

(Note :- In case of E-Tenders, proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.)

- 5.0 **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement Site (<https://eprocurebhel.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocurebhel.co.in>). Offers are invited in two-parts only.

**Documents Comprising the e-Tender**

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

**a. Technical Tender (UN priced Tender)**

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT.
- ii. Technical Bid (without indicating any prices).

**b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: 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.
- iv. 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.
- v. 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.

**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. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

**Digital Signing of e-Tender**

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

**The Requirement:**

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

**The contact details of the service provider are given below:**

**For any technical related queries please call at 24 x 7 Help Desk Number**

**0120-4001 002, 0120-4001 005 & 0120-6277 787**

**International bidders are requested to prefix 91 as country code**

**Email Support - Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)**

**Note: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority**

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate)**

**(Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying Authority as given below:

Sl. No.	Name	Website Link
1	GNFC	<a href="http://www.ncodesolutions.com">www.ncodesolutions.com</a>
2	e-Mudhra	<a href="http://www.e-Mudhra.com">http://www.e-Mudhra.com</a>
3	Safescrypt	<a href="http://www.safescrypt.com">www.safescrypt.com</a>

Vendors are also requested to go through seller manual available on <https://eprocurebhel.co.in>.

6.0 Not used.

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 Not Applicable
- 10.0 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.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal, 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.
- 12.0 BHEL may decide holding of 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.
- 13.0 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.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Not Applicable
- 16.0 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-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 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.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**") for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price Bids of all the 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.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 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.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding (or Technical Tie up): Not Applicable
- 24.0 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.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- 28.1 Integrity commitment, performance of the contract and punitive action thereof:
- 28.1.1 **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.
- 28.1.2 **Commitment by Bidder/ Supplier/ Contractor:**
- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage 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 prices 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 extent guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

29.0 Not Applicable

30.0 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.

**31.0 PREFERENCE TO MAKE IN INDIA:**

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 preferences to Class I local supplier, is as defined in 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.

**31.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:-
  - a. An entity incorporated established or registered in such a country; or
  - b. A subsidiary of an entity incorporated established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The *beneficial owner* for the purpose of (III) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;



5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Note:**

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-11.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

**32.0 Not used**

- 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 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

**35.0 Not used****36.0 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
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

for BHARAT HEAVY ELECTRICALS LTD

(SCT)

**Enclosure:**

- (i) Annexure-1: Pre Qualifying Requirements.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Not used
- (iv) Annexure-4: Reverse Auction Process Compliance Form
- (v) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- (vi) Annexure-6: RA Price Confirmation and Breakup
- (vii) Annexure-7: Not used
- (viii) Annexure-8: Undertaking as per C4 of Annexure-1 i.e. PQR
- (ix) Annexure-9: Declaration reg. Related Firms & their areas of Activities
- (x) Annexure-10: Declaration reg. minimum local content in line with revised public procurement
- (xi) Annexure-11: Declaration by the Contractor
- (xii) Other Tender documents as per this NIT.

**ANNEXURE - 1****PRE QUALIFYING REQUIREMENTS (PQR)**

JOB	RATE CONTRACT FOR PROVIDING SERVICES OF REGULAR OPERATION, ROUTINE MAINTENANCE & MINOR BREAKDOWN REPAIRS OF CRANES AT VARIOUS BHEL-PSNR PROJECT SITES.
TENDER NO.	BHEL/NR/SCT/PSNR SITES/ CRANE O&M /1277

SL. NO.	NAME AND DESCRIPTION OF PRE QUALIFICATION CRITERIA	Bidder's claim in respect of fulfilling the PQR criteria																																		
A.	<p><b><u>TECHNICAL:</u></b>  <b><u>Bidder who wish to participate should have experience as follows:</u></b></p> <p>Bidder shall have the experience of having successfully completed <b>similar work</b> during last seven years ending last day of month previous to the one in which applications are invited. Experience shall be of one work or two works or three works costing not less than the amount as per the following table:</p> <table border="1"> <thead> <tr> <th rowspan="2">SL. NO.</th> <th rowspan="2">QUOTING FOR CATEGORY</th> <th colspan="3">SIMILAR WORK EXPERIENCE IN TERMS OF NO. OF WORKS</th> <th>SIMILAR WORK EXPERIENCE IN TERMS OF CRANE CAPACITY</th> </tr> <tr> <th>ONE WORK ( in lac)</th> <th>TWO WORKS (in lac) EACH</th> <th>THREE WORKS ( in lac) EACH</th> <th>MINIMUM CRANE CAPACITY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>' A '</td> <td>6.60</td> <td>4.13</td> <td>3.30</td> <td>75MT</td> </tr> <tr> <td>2</td> <td>' B '</td> <td>52.38</td> <td>32.74</td> <td>26.19</td> <td>100MT</td> </tr> <tr> <td>3</td> <td>' C '</td> <td>21.19</td> <td>13.24</td> <td>10.60</td> <td>200MT</td> </tr> <tr> <td>4</td> <td>' D '</td> <td>8.90</td> <td>5.56</td> <td>4.45</td> <td>250 MT</td> </tr> </tbody> </table> <p><b><u>Notes:</u></b></p> <ol style="list-style-type: none"> <li>1. "Similar Work" shall be defined as operation and maintenance of crawler cranes of capacity as mentioned in the above table.</li> <li>2. Separate contract of operation and maintenance shall also be considered against each category.</li> <li>3. Bidders qualifying for higher category cranes shall automatically be considered qualified for lower category cranes in terms of capacity but in terms of work value if bidders quote for more than one category then the total work value for the quoted categories shall be considered for qualification.</li> <li>4. As per the rate schedule of the tender, rates are to be quoted in four different categories. The bidder can opt for quoting rates either for individual category or for more than one or all category.</li> </ol>	SL. NO.	QUOTING FOR CATEGORY	SIMILAR WORK EXPERIENCE IN TERMS OF NO. OF WORKS			SIMILAR WORK EXPERIENCE IN TERMS OF CRANE CAPACITY	ONE WORK ( in lac)	TWO WORKS (in lac) EACH	THREE WORKS ( in lac) EACH	MINIMUM CRANE CAPACITY	1	' A '	6.60	4.13	3.30	75MT	2	' B '	52.38	32.74	26.19	100MT	3	' C '	21.19	13.24	10.60	200MT	4	' D '	8.90	5.56	4.45	250 MT	Applicable
SL. NO.	QUOTING FOR CATEGORY			SIMILAR WORK EXPERIENCE IN TERMS OF NO. OF WORKS			SIMILAR WORK EXPERIENCE IN TERMS OF CRANE CAPACITY																													
		ONE WORK ( in lac)	TWO WORKS (in lac) EACH	THREE WORKS ( in lac) EACH	MINIMUM CRANE CAPACITY																															
1	' A '	6.60	4.13	3.30	75MT																															
2	' B '	52.38	32.74	26.19	100MT																															
3	' C '	21.19	13.24	10.60	200MT																															
4	' D '	8.90	5.56	4.45	250 MT																															

<p>B B-1</p>	<p><b><u>FINANCIAL: TURNOVER</u></b></p> <p>a) Bidders must have achieved an average annual financial turnover (Audited) of minimum</p> <ul style="list-style-type: none"> <li>• Rs. 2.48 Lacs for quoting category-A only</li> <li>• Rs. 19.64 Lacs for quoting category-B only</li> <li>• Rs. 7.95 Lacs for quoting category-C only</li> <li>• Rs. 3.33 Lacs for quoting category-D only</li> </ul> <p>over last three Financial Years (FY) i.e. (2018-19, 2019-20 and 2020-21). Bidder shall submit the Audited Balance Sheet and Profit &amp; Loss Account in support of this.</p> <p>b) Bidders who wish to quote for more than one category should have an average annual financial turnover, which results after summing up the turnover against individual category given at (a) as above over last three Financial Years (FY) i.e. (2018-19, 2019-20 and 2020-21).</p> <p>c) In case audited financial statements have not been submitted for all the three years as indicated 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.</p> <p>d) If Financial Statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.</p>	<p>Applicable</p>
<p>B-2</p>	<p><b><u>Net worth:</u></b></p> <p>Net Worth (Only in case of companies) of the Bidder should be positive. <b>Note:</b> Net worth shall be calculated based on the latest Audited Accounts as furnished for 'B-1' above. Net worth = Paid up share capital + Reserves</p>	
<p>B-3</p>	<p><b><u>Profit:</u></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 'B-1' above. <b>Note:</b> PROFIT shall be PBT earned during any one year of last three financial years as in 'B-1' above.</p>	
<p>B-4</p>	<p>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.</p>	
<p>C</p>	<p>Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A &amp; B</p>	<p>By BHEL</p>

**Explanatory Notes for QR 'A':**

1. For Sl. No. 'A' above, actual executed value shall be considered.
2. For QR 'A' above, Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

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

Where

P = Updated value of work

R = Value of executed work

X<sub>N</sub> = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

X<sub>0</sub> = All India Avg. Consumer Price index for industrial workers for last month of work execution.

Y<sub>N</sub> = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

Y<sub>0</sub> = Monthly Whole Sale Price Index for All Commodities for last month of work execution.

3. Relevant documents, meeting above requirements at A & B, shall be submitted by bidders.

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, 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.

Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

**ANNEXURE - 2****CHECK LIST****NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount: <u>Please tick ( ✓ ) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES /NO
7	Audited Balance Sheet and Profit & Loss Account for the last three years	Applicable	YES/NO
8	Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
10	Integrity Pact	Not Applicable	
11	Declaration by Authorized Signatory	Applicable	YES/NO
12	No Deviation Certificate	Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable	YES/NO
15	Non-Disclosure Certificate	Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Not Applicable	YES/NO



18	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO
20	Analysis of Unit rates	Applicable	YES/NO

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

**DATE :**

**Sign. of the AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)**

**ANNEXURE – 3**

**NOT USED**

**ANNEXURE - 4**

**Reverse Auction Process Compliance Form**

**(The bidders are required to print this on their company's letterhead and sign, stamp before RA)**

To

- M/s. {Service provider
- Postal address}

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - 6 within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

**Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Even**

**ANNEXURE – 5****Authorization of representative who will participate in the on line Reverse Auction Process:**

1	NAME OF THE BIDDER	
2	NAME & DESIGNATION OF OFFICIAL	
3	POSTAL ADDRESS (COMPLETE)	
4	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

**ANNEXURE – 6**

**RA price confirmation and breakup**  
**(To be submitted by L1 bidder after completion of RA)**

**To**

- M/s. Service provider
- Postal address

CC: M/s BHEL  
       {Unit-  
       Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs.{\_\_\_ in value & in words \_\_\_\_\_} for item(s) covered under tender enquiry No. {...} dt.{...}**

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {\_\_\_ in nos. & in words \_\_\_} days.

The price break-up is as given below.

Total	=====
	<b>- Rs. in value &amp; in words</b>
	=====

Yours sincerely,

For \_\_\_\_\_

- Name:**
- Company:**
- Date:**
- Seal:**

**ANNEXURE – 7**

**NOT USED**

**ANNEXURE – 8**

**UNDERTAKING**

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

**To,**

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

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref:** NIT/Tender Specification No: BHEL/NR/SCT/PSNR SITES/ CRANE O&M /1277

I/We, \_\_\_\_\_

declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)**

Place:

Date:

**ANNEXURE-9**

**DECLARATION**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
 Address: BHEL, \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_  
 \_\_\_\_\_

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, \_\_\_\_\_ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

**Note:** I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

( \_\_\_\_\_ )

From: M/s \_\_\_\_\_  
 Supplier Code: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**Annexure-10**

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup>  
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

*(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)*

To,

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

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref :** 1) NIT/Tender Specification No: BHEL/NR/SCT/PSNR SITES/ CRANE O&M /1277  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- ...
- ...
- ...

Thanking you,  
Yours faithfully,

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

\*\* - *Strike out whichever is not applicable.*

**Note:**

- 1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
- 2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
- 3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

**ANNEXURE-11**

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

*(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)*

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

Dear Sir,

**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

**Ref :** 1) NIT/Tender Specification No: BHEL/NR/SCT/PSNR SITES/ CRANE O&M /1277  
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that \_\_\_\_\_ **(SPECIFY THE NAME OF THE ORGANIZATION HERE)**, is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)*); and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (*attach relevant valid registration, if applicable*)

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,  
Yours faithfully,

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

**Note:** Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

## TECHNICAL CONDITIONS OF CONTRACT

### **RATE CONTRACT FOR PROVIDING SERVICES OF REGULAR OPERATION, ROUTINE MAINTENANCE & MINOR BREAKDOWN REPAIRS OF CRANES AT VARIOUS BHEL-PSNR PROJECT SITES.**

The intent of specification is to provide regular operation, day-to-day routine maintenance, and minor breakdowns of BHEL owned tyre mounted & crawler mounted cranes. The cranes for which the services are intended to be availed have been classified into different categories as mentioned below. Cranes that will be procured by BHEL PSNR at any later stage, before or after entering into this contract, shall also be suitably classified into one of the categories.

<b>CATEGORY - A</b>					
<b>SLNO.</b>	<b>CRANE TYPE</b>	<b>MAKE</b>	<b>MODEL</b>	<b>CRANE SLNO.</b>	<b>PRESENT LOCATION</b>
1	75 MT Crawler	TATA	TFC280	280-C-1223	Panki
<b>CATEGORY - B</b>					
<b>SLNO.</b>	<b>CRANE TYPE</b>	<b>MAKE</b>	<b>MODEL</b>	<b>CRANE SLNO.</b>	<b>PRESENT LOCATION</b>
1	100 MT Crawler	ZOOMLION	QUY-100	39	FGD Dadri (under diversion to Gorakhpur)
2	100 MT Crawler	ZOOMLION	QUY-100	40	Khurja
3	135 MT Crawler	KOBELCO	CKE 1350	GN02/01030	Panki
4	135 MT Crawler	KOBELCO	CKE 1350	GN02/01059	Khurja
5	135 MT Crawler	KOBELCO	CKE 1350	GN02/01037	RAPP Kota
6	135 MT Crawler	KOBELCO	CKE 1350	GN02/01055	Panki
7	135 MT Crawler	KOBELCO	CKE 1350-1F	GN03/02322	Vizag (under diversion to Khurja)
8	135 MT Crawler	KOBELCO	CKE 1350-1F	GN03/02326	Obra (under diversion to Gorakhpur)
<b>CATEGORY - C</b>					
<b>SLNO.</b>	<b>CRANE TYPE</b>	<b>MAKE</b>	<b>MODEL</b>	<b>CRANE SLNO.</b>	<b>PRESENT LOCATION</b>
1	250 MT Crawler	KOBELCO	CKE-II 2500	JD04-02356	Panki
2	270 MT Crawler	MANITOWOC	2250	2251188	Khurja
3	270 MT Crawler	MANITOWOC	2250	2251266	Panki
<b>CATEGORY - D</b>					
<b>SLNO.</b>	<b>CRANE TYPE</b>	<b>MAKE</b>	<b>MODEL</b>	<b>CRANE SLNO.</b>	<b>PRESENT LOCATION</b>
1	600 MT Crawler	LIEBHERR	LR-1600/2	74529	Panki

**Note:** The above locations are current locations of cranes, the crane can be diverted to other sites/ upcoming site per requirement of cranes.

## **1.0 SCOPE OF WORK**

- 1.1 **Providing Crane Operator, Maintenance Personnel and Helper services** for BHEL cranes at various sites on regular monthly basis.
- 1.2 **Carrying out Day-To-Day Routine (Fuel, Lubricants top up etc.) & Periodic Preventive (replacement of filters, lubricants etc.)/ Running as well as minor break-down Maintenance/ servicing** of BHEL owned Cranes as per Operation & Maintenance manual of respective cranes, as per crane check sheets formats enclosed **as annexures A to E** and as directed by BHEL Site Engineer, through deployment of Crane Category-wise Manpower on a regular Man-Month Rate basis, based on actual requirement. The above Check sheets (Annexures A to E) must be submitted to BHEL site engineer on daily, weekly, monthly, quarterly, half yearly and yearly basis i.e. as per frequency of check sheets.
- 1.3 **Extending and reducing Boom and Jib lengths** as and when required as per the instructions of BHEL Engineer.
- 1.4 **Troubleshooting of all minor hydraulic, electrical and mechanical breakdowns** and attending the problems as per requirement.
- 1.5 Any other small repairs to prevent any deterioration of equipment condition like paint touch up at peeled off/rusted portion of boom/ jib pieces and inserts after thorough cleaning of the affected area etc. shall be in the scope of bidder. Consumables etc. for this purpose shall be arranged by BHEL.
- 1.6 Overhauling and major repairs that requires outside workshop facilities like press machine, machining, cutting, welding, grinding etc. and or any other expertise shall be excluded from the scope of the bidder.
- 1.7 BHEL shall arrange OEM supervision for major repairs, however bidder's personnel deployed at site shall be engaged in repair activities.
- 1.8 Bidder shall coordinate for carrying out under warranty inspection and repairs as per warranty scope, terms & conditions of Original Equipment manufacturer (OEM).
- 1.9 Local transportation for to and fro movement for personnel deployed at site and their local accommodation shall be arranged by contractor within the quoted rates.
- 1.10 In case deputed personnel goes on long leave (> 7 days) or leaves the services without informing BHEL, the contractor shall make suitable alternative arrangements within 3 days of service interruption at his own cost, including travel expense. In case contractor fails to provide above-mentioned services as desired by BHEL, BHEL shall have the right to hire such services from other agencies at the risk and cost of the contractor.
- 1.11 During leave of any regular person, necessary competent personnel is to be arranged by the contractor, after taking prior permission from BHEL, without any additional cost to BHEL, so that the work is not hampered at site.

- 1.12 Any loss or damage to BHEL or customer's properties due to negligence of the crew employed by the contractor is attributable to the Contractor. BHEL shall not be responsible for any accident/injury to the contractor's crew/staff during operation or otherwise. Contractor has to assume full responsibility of the safety of their crew/staff and to comply with security/safety regulations of BHEL and others site.
- 1.13 Contractor shall have to arrange entry gate pass for their crew/staff at the Construction plant site. Necessary support concerning forwarding of documents shall be given by BHEL.
- 1.14 The contractor shall comply with the Plant security regulations in force at site in entry, exit, movement & working inside the plant premises. The bidder shall also ensure that all persons engaged by him for the work behave properly with BHEL and their client. In case of any reported misbehavior; contractor shall immediately withdraw such employee/person from work.
- 1.15 Contractor shall ensure that payment and dues admissible to their crew deployed at site are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to the crew. Such payments shall be back charged/recovered from bills of the contractor. On demand by BHEL, the contractor shall furnish pay roll sheet giving details of all payments made to the crew, duly signed by contractor.
- 1.16 In case the performance of any member of the crew is found to be unsatisfactory at any site, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable person from the date he has been notified as unsatisfactory. Replacement of such persons shall have to be arranged by the contractor within 3 days.
- 1.17 In case any member of the crew is found to be indulged in malpractices, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL shall have right to decide to release/ not to release payment for services provided by such person. Replacement of such persons will have to be arranged by the contractor within 15 days.
- 1.18 The contractor shall arrange for medical facilities and insurance for his personnel at his own cost.
- 1.19 All requisite facilities at site (boarding/ lodging) shall be in the scope of the Contractor. All statutory requirements like EPF, insurance of contractor's personnel, ESI etc. need to be fulfilled by the contractor and shall be in their scope. The Contractor shall indemnify BHEL against Compensation liability on account of any accident/eventuality at site and guarantees that such expenses if occasioned due to any eventuality shall be borne by the Contractor at no extra cost to BHEL.
- 1.20 The contractor's crew shall report to the Construction Manager or to the engineer nominated by him on a daily basis at site. **Contractor shall also nominate a person reporting to FEX/ PSNR, Noida and shall update all the activities in progress at all sites.**
- 1.21 The contractor shall carry out jobs as per site engineer's specific requirement by considering the safety measures like wind speed, work area surroundings etc. wherever there is requirement of SWP (safe work permit) before carrying out any activity relating to O&M of equipment, contractor shall comply with such requirements.

- 1.22 Contractor's operational supervisors and operators shall study and understand the risk involved at the site and on the equipment/vehicle with respect to work in executing the job and if any complication perceived, it should be brought to the notice of EIC/ site area manager before starting the job.
- 1.23 The contractor shall ensure that all newly recruited staff should undergo safety training and awareness of risk involvement in equipment operation before they are assigned the job in the field. Record for the same shall be submitted regularly to Site Engineer.
- 1.24 The contractor shall ensure that their operator / drivers should possess valid license and SDP (safe driving permit) and should comply with any other instructions of Site Engineer regarding safe operation of equipment.
- 1.25 The contractor shall ensure that only authorized operator occupy operator seat and operate the equipment. In case any person other than authorized is found operating the crane, the crane operator shall be liable for immediate dismissal and the contractor has to replace the operator within 7 days.
- 1.26 The contractor shall carry out maintenance of Equipment as per best engineering practices and ensure periodic scheduled maintenance of each equipment as per the OEM manual or as instructed by Site Engineer.
- 1.27 The contractor shall provide Personal Protective Equipment (PPEs) for their crew as per site requirement. These personnel shall be liable to follow all safety norms at site during performance of work and in case of noncompliance of above, **penalty as decided by BHEL** may be imposed for each case on the occasion of surprise check.
- 1.28 HOLIDAYS shall be as observed by BHEL at Site and normally Sunday or any one day a week shall be considered as holidays. However, in exigency, the crane may be required to be operated/ maintained/ serviced on such holidays. In such cases contractor shall ensure availability of their crew at site.

**1.29 Dismantling & Assembly of crane:**

- A) Providing O&M team (operator, helper & mechanic) support for Dismantling of the cranes, loading of crane components to the extent required for transportation and handing over of the same (after dismantling) to BHEL's transporter (for loading at origin site & onward transportation) and assembly & Commissioning of the crane at destination sites is included in present scope of work.

However, Vendor may be asked for providing Technical Expert needed for supervision of dismantling / assembly of crane at site as sought by BHEL FEX/ Site if found essential. Extra charges shall be paid by BHEL as per rate mentioned in table below.

SL. NO.	CRANE CAPACITY (MT)	SUPERVISOR RATE (INR) PER MAN-DAY	REMARKS
1	75 MT to 135 MT	2000/-	



2	250MT to 270 MT	3500/-	Deputation of supervisor is optional based on actual requirement as felt by BHEL/ Engineer and vendor shall deploy the same.
3	600 MT	5000/-	
To & Fro charges from vendor's works to destination site shall be reimbursed on actual basis limited to 3 <sup>rd</sup> AC fare (Tatkal) on submission of documentary evidence.			

Invoice for the visit of supervisor along with **field / service reports** stating duration of visit at site(s) and certified by **Site Engineer** to be raised to newly deployed site; for releasing of payment. Any other relevant documents if required for processing of bill, to be submitted along with the invoice by vendor.

- B) **Supervisor & its O&M team should be responsible for Handing-Over/ Taking-Over of crane and its spares & accessories. Preparation of list of spares & accessories and its proper packaging is the responsibility of the vendor.** In case of any discrepancies of spares & accessories at the time of Handing over of crane price of same shall be deducted from the vendor's bill.
- C) Loading of the Dismantled Crane Components at Releasing Site as well as Unloading from Trailers/Truck of the same at Destination site are to be supervised by the Vendor for proper handling with due safety precautions adhered to, and the loaded vehicle shall not leave site until clearance is given by Vendor.

Following points must be ensured during loading:-

- i. During loading the larger structural items i.e. boom, jib etc. should not be loaded together with smaller heavy articles such as counter weight/hook block etc in the same vehicle/trailer, except for if mentioned in work order for transportation. No overloading, overhanging or projected length shall be allowed beyond the length and width of the trailer.
- ii. Only nylon belts/ straps must be used for lacing boom and jib components during transportation whereas arrangement of the same shall be in transport vendor's scope.
- iii. Proper sleepers must be used below the Boom & Jib sections and also wherever required whereas arrangement of the same shall be in the scope of transportation Vendor.

**Note:** The above clause (1.29) is also applicable for idle cranes (which is not being operated due to any reason and BHEL wants to deploy the same to needy site or at other PS-region site).

**Exclusion:** Providing assisting crane/s (including Hydra cranes), slings & D-Shackles other than available with crane; unskilled labour/ rigger required for dismantling and assembly work are excluded from present scope of work. BHEL site shall arrange to provide the same to facilitate Dismantling and Assembly of crane components. Repairing of major crane problems arises during dismantling or assembly of crane are also excluded from scope of the vendor, BHEL shall arrange deputation of OEM / other technical expert separately.

**Note:** If the assisting crane/s (including Hydra cranes) for dismantling & assembly is to be arranged by vendor at any site then the cost incurred on behalf of it shall be reimbursed by BHEL on submission of Bill of hiring agency at actual. Vendor should mobilize such crane after taking written permission from BHEL site engineer about hiring charges of crane.

## **2.0 SPECIAL CONDITIONS:**

- 2.1** Contractor shall mobilize the manpower within seven working days from the notice of BHEL PSNR site. BHEL site to intimate contractor for demobilization the manpower by giving minimum 15 days notice period.
- 2.2** Working hours (for each crane) shall normally be 9 hours per day (including one hour Lunch Time) with six days working in a week. For crane operation beyond normal operating hours or on holidays with prior permission of the concerned BHEL site Engineer, the contractor shall be compensated on hourly basis. The compensation shall be worked out as follows:

**Compensation per hour = Rate in Rs. per month / (26 X 8)**

It is up to the discretion of BHEL site Engineer to keep required nos. of manpower during extended hours of working depending upon the nature of work. Compensation shall be paid only for those personnel.

- 2.3** Purchase of minor spares in case of any emergency/requirement/ urgency, on consultation/approval of BHEL Engineer is included in the scope of bidder. Minor spares/items net costing less than or equal to Rs.20, 000/- (Twenty Thousand only) excluding GST from local agencies shall be arranged by bidder and supplied to site with original bills. The payment of the supplied items shall be done on certification of BHEL Site Engineer at actual cost plus 5% of net item procurement cost exclusive of GST as service charges and courier charges as actuals, if applicable on production of bill. The payment shall be released within 30 days from the submission of bill by vender.

**Note:** Annual cost for such spares should be limited within 1% of specific crane's insured amount as per latest available BHEL- Special Contingency Policy / Contractor Plant and Machinery (CPM) Policy.

- 2.4** If any minor repair work on small item/component which can be carried by hand is required to be carried out in workshop outside plant premises within 100 km distance from site, then the same shall be carried out by the contractor and expenditure shall be reimbursed at actual on producing the bill plus 5% of the bill amount over & above the bill as service charge. For heavier items/component, transportation shall be arranged by BHEL site and no service charges over & above the actual expenditure shall be paid.
- 2.5** For any exigencies during execution of the contract, for requirement at any location other than place of work / site (for outstation tours only), if desired and instructed by BHEL Engineer, the contractor shall have to provide Consultancy/crane operation /maintenance services by deputing its personnel from an existing site. In such a case, the contractor will however be reimbursed expenses incurred for such work for person deputed, as below.

- (a) Travel expenses at actual shall be paid (limited to Sleeper Class to and fro train fare) with reservation / supplementary charges etc. subject to furnishing details regarding ticket numbers, journey details, amount of fare etc.
- (b) Local conveyance charges (Actual bus / cycle rickshaw/ auto rickshaw/ share taxi fare for local journeys at out station) as permitted by the BHEL Engineer.
- (c) Accommodation shall be arranged by BHEL. If BHEL does not provide accommodation, per night accommodation charges shall be reimbursed at actuals to contractor on production of hotel bills limited to Rs.1000/- for metropolitan cities and Rs.700/- for any other place. In case of such travels, respective person shall not be considered as absent from site and monthly rates as applicable shall be paid.

The movement of Contractor's personnel outside construction site shall be subject to prior approval of BHEL Construction Manager.

**2.6 Contractor shall maintain records in consultation with Site Engineer and submit following documents to Site Engineer as well as copies to FEX/ PSNR, Noida on monthly basis.**

- (a) **Spares availability/ Consumption/ Requirement Report on monthly basis (As per format Annexure – I).**
- (b) **Daily Crane Utilization Log sheet of each crane (As per format Annexure – II).**
- (c) **Monthly Crane Utilization Report (As per format Annexure – III).**
- (d) **Monthly Crane Maintenance Report (As per format Annexure – IV).**
- (e) **Monthly Consolidated Report (As per format Annexure –V).**

**2.7 BHEL shall provide following free of cost for the contractor to render identified services.**

- a) All spare parts for day-to-day preventive as well as break down maintenance.
- b) All crane consumables like Lubricants, Hydraulic oils, Grease, Coolant, Cardium compounds etc. except as mentioned in clause 1.7.
- c) Space for temporary office construction or space in store office shed for staff, tools, spares etc. & parking of small capacity cranes.
- d) Extra manpower as helper if required, for boom shortening & lengthening, Jib assembly, dismantling.
- e) Wooden / Concrete sleepers for placing the crane assemblies.

**3.0 MANPOWER REQUIREMENT:**

Bidder shall deploy experienced work force for operation & preventive maintenance of cranes in each category of cranes.

Requirement of manpower to be deployed for each crane shall be as under or as directed by BHEL.

<b>CRANE CATEGORY</b>	<b>OPERATOR</b>	<b>HELPER</b>	<b>MAINTENANCE PERSONNEL</b>
CATEGORY - A	1	1	1
CATEGORY - B	1	1	1

CATEGORY - C	1	1	1
CATEGORY - D	1	1	1

BHEL reserves the right to increase or decrease the members of the team at its discretion, whenever/ wherever felt necessary. Wherever required and possible, BHEL shall engage one maintenance personnel at a particular site who shall maintain all the cranes available at that site irrespective of crane category. Suppose one no. crane under category-D and two nos. cranes under category-C is available at a particular site, BHEL shall engage maintenance personnel from higher category i.e. category-D and contractor shall maintain both category-D and category-C cranes available at that site. In such cases, the service charges for the team member added/ removed shall be paid/ deducted from the monthly quoted rates on pro rata basis. If the rate contract is awarded more than one agency then the agency, who has awarded rate contract of higher capacity cranes, shall provide maintenance personnel and he will be responsible for all cranes including cranes being operated by other agency at site.

#### 4.0 ELIGIBILITY CRITERIA FOR DEPLOYMENT:

**4.1 CRANE OPERATORS:** Operators shall be capable of independently operating Mechanical/ Hydraulic Tyre Mounted/ Crawler Cranes. He must possess adequate experience and skills in attending periodic service, minor breakdown/ repair, dismantling & assembly and should have high proficiency in supervision of all maintenance activities of cranes on which they are deployed. The operators deployed shall be able to read O&M manual, load charts and Safe Load Indicator/ Load Moment Indicator screen (SLI/ LMI).

CRANE CATEGORY	AGE	ADDITIONAL REQUIREMENT	EXPERIENCE
CATEGORY - A	Min. - 22 Years Max. - 50 Years	Possess valid Heavy Motor Vehicle driving license issued by competent authority.	Minimum three years of operation of 75MT or above capacity Tyre Mounted/ Crawler Crane.
CATEGORY - B			Minimum three years of operation of 100MT or above capacity Crawler Crane.
CATEGORY - C			Minimum three years of operation of 200MT or above capacity Crawler Crane.
CATEGORY - D			Minimum three years of operation of 250 MT or above capacity Crawler Crane.

**4.2 MAINTENANCE PERSONNEL:** Shall possess adequate experience and skills in attending periodic servicing, breakdown/ repair, dismantling & assembly and should have high proficiency in supervision of all maintenance activities of cranes on which they are deployed. Apart from mechanical works, he shall be able to troubleshoot electrical/ electronic faults and repair, wherever possible.

CRANE CATEGORY	AGE	EXPERIENCE
CATEGORY - A	Min. - 22 Years Max. - 50 Years	Maintenance of 75MT or above capacity Tyre Mounted/ Crawler Crane.
CATEGORY - B		Maintenance of 100MT or above capacity Crawler Crane.
CATEGORY - C		
CATEGORY - D		

**4.3 HELPER/ RIGGER:** Shall remain associated with the crane during operation, servicing/ maintenance and troubleshooting activities on day to day basis as per requirement and should have sufficient experience of the same. Age of the helper deployed shall be min.-21 years and max.-40 years.

**4.4 Necessary documentary evidence shall be provided for each member as mentioned in clause 4.1 to 4.3 above. They must be deployed at site only when BHEL is satisfied with the experience of the same. Bidder shall take prior permission from FEX/ PSNR, Noida before replacing/ shifting any manpower of O&M team.**

**4.5 MEDICAL/ PHYSICAL FITNESS:** The contractor shall arrange for pre-employment medical check for all the personnel deployed against this contract and shall submit records for the same. The personnel to be deployed should possess good health, should be well behaved and polite in nature. Yearly eye vision test of operator is must and test report is to be submitted to site Engineer by contractor. Other medical tests at such periodicity as prescribed under schedule-VII of "BOCW Act, 1996" shall also have to be arranged by the contractor for all crane operators deployed under this contract.

**5.0 RATE SCHEDULE & EVALUATION OF TENDER:**

**5.1** Contractor shall fully understand the 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 / finally accepted rates. **Bidder shall quote against any or all category of crane.** The rates quoted against any category will be applicable for all the cranes falling under that category as categorized in this TCC.

**5.2** The bidder shall quote all-inclusive single Lump sum rate for one month per crane for each category of crane as per the rate schedule only, in part II price bid & same shall be indicated in the un-priced rate schedule of NIT.

**5.3** Evaluation shall be done based on single Lump sum monthly rate per crane quoted against each category of crane and contract shall be awarded separately to lowest bidder in each category or shall be awarded together in case same bidder is lowest in more than one category.

**5.4 Operator, Maintenance personnel & Helper rates per month will be fixed as per below mentioned percentage of quoted/ finally accepted Monthly rate per crane.**

CATEGORY OF CRANES	OPERATOR	M AINTENANCE PERSONNEL	HELPER	MONTHLY RATE
CATEGORY - A	47%	32%	21%	100%
CATEGORY - B	48%	31%	21%	100%
CATEGORY - C	56%	25%	19%	100%
CATEGORY - D	58%	24%	18%	100%

**Note:-**

- a. Above mentioned fixed monthly rates shall be applicable throughout the contract period as well as during extended period, if any.
- b. **Copies of all the documents as mentioned in clause 2.6 a) to 2.6 d) (Annexure – I,II,III,IV) and a proof of mail or courier slip that these formats have been sent to FEX/ PSNR, Noida is required to be submitted along with the bill.**
- c. The contractor shall submit his monthly RA bills with all the details required by BHEL (including monthly attendance, overtime etc. certified by BHEL Site Engineer) on specified date every month covering progress of work in all respects and areas for the previous calendar month
- d. Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contactor accordingly.

**6.0 DEPLOYMENT DETAILS AND CONTRACT PERIOD:**

**6.1** The contract period of O&M services shall be effective for a period of one year from the date of LOI. BHEL shall reserve the right to extend the contract period for a further period of one year under the same rates, terms and conditions. However, such extension is subject to the acceptance of Contractor's satisfactory performance rendered at BHEL sites. All rates shall remain firm throughout the tenure of the contract including extension period, if any. However, BHEL at any time can terminate the service contract by giving one-month notice period in case service provided is not satisfactory. Also BHEL reserves the right to short close the contract with a notice period of 60 days, without assigning any reason.

**6.2** The O&M crew shall be deployed tentatively at site from mid of October 2022 onwards. However prior intimation shall be given by BHEL as per requirement. The contractor is required to provide manpower as desired by BHEL within 15 days from the date of intimation.

**7.0 TERMS OF PAYMENT:**

**7.1** Based on man months deployed and certification by Construction Manager at site, monthly payment shall be released to the contractor on pro-rata basis.

**7.2** 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.



**7.3** BHEL shall release payment through Electronic Fund Transfer (NEFT)/RTGS. In order to implement this system, Contractor shall 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 any other alternative mode as applicable.

## **8.0 LEAVE/ PENALTY:**

The crew member should take prior permission from engineer in-charge of site for taking leave. Suitable replacement operator should be arranged by the contractor in case of no. of absent days of operator is more than 03 days. **In case of delay in deployment of requisite manpower a penalty @ 0.5% of monthly rate per week or pro-rata basis limited to maximum of 5% of the monthly rate shall be levied from the RA bill of the vendor.**

Contractor to deploy manpower during the contract period within 10 days from the date of intimation by BHEL site engineer/ FEX HQ. **In case delay in deployment of manpower a penalty @0.5% of monthly rate per week or pro-rata basis limited to 10 % of the monthly rate shall be levied from the RA bill of the contractor.**

## **9.0 SPARE PARTS & CONSUMABLES:**

All consumables like filters, grease, hydraulic oil, gear oil, engine oil, coolant, diesel and cleaning consumables (cotton waste, jute, emery paper, rustolin, kerosene etc.) for day to day usage as well as break down maintenance will be provided by **BHEL on free of cost**. Suitable assisting crane, hydra if required for dismantling and assembly and Boom/ Jib extension/ reduction of crane shall also be provided by **BHEL on free of cost**.

## **10.0 TAXES AND DUTIES:**

**10.1** The contractor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

### **10.2 GST (Goods and Services Tax)**

**10.2.1** GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

- 10.2.2** The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Contractor.
- 10.2.3** Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/ Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.
- 10.2.4** Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
- 10.2.5** Contractor/ Vendor has to issue invoice indicating HSN/ SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
- 10.2.6** Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/ RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions
- 10.2.7** Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
- 10.2.8** Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: -
- a. Supply of goods and/or services have been received by BHEL.
  - b. Original Tax Invoice has been submitted to BHEL.
  - c. Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
  - d. In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
  - e. Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent

invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.

f. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.

g. Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

- 10.2.9** Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.
- 10.2.10** TDS as applicable under GST law shall be deducted from contractor's bill.
- 10.2.11** Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
- 10.2.12** Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
- 10.2.13** In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contractor's due payment.
- 10.2.14** Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contractor.
- 10.2.15** In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.
- 10.2.16** **Variation in Taxes & Duties:**  
Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

**10.3 Income Tax:**

**TDS/ TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/ collected from contractor's bill.**

**11.0 PRICE VARIATION AND OVER RUN CHARGES**

The rate quoted by bidders shall remain firm during contract period and extended period, if any. No overrun charges & price variation shall be payable/ recoverable.

**12.0 SECURITY DEPOSIT**

Security Deposit shall be applicable as per GCC clause 1.10.

**13.0 PERFORMANCE OF THE VENDOR:**

Performance of the vendor shall be measured as per attached **Annexure-VI**. Quarterly reports shall be received from site and if the performance of the vendor is found below par, the services of that vendor shall be withdrawn from that site and may be from other sites.

## UNPRICED RATE SCHEDULE

CATEGORY OF CRANE (AS MENTIONED IN TCC)	ALL INCLUSIVE SINGLE LUMP SUM MONTHLY RATE PER CRANE (AS PER SCOPE MENTIONED IN TENDER SPECIFICATIONS) (M)	NO. OF CRANES IN EACH CATEGORY (N)	MONTHLY AMOUNT FOR ALL CRANES (Y=M XN)	YEARLY AMOUNT FOR ALL CRANES (Z=12XY)
CATEGORY - A		1		
CATEGORY - B		8		
CATEGORY - C		3		
CATEGORY - D		1		

### NOTES:-

1. All the above quoted rates shall remain firm throughout the contract period including the extended period if any and no price variation provisions are applicable.
2. Rates shall be quoted both in figures and words. In case of mismatch between price given in figures and in words, the lesser of the two will be treated as valid rate. In case of any mismatch in Rate and amount on Price discrepancy, the same will be dealt as per clause No. 1.4 of GCC.
3. The scope of work and responsibility of the contractor as mentioned under this Tender Specifications shall be covered within the quoted / finally accepted rates. **Bidder shall quote against any or all category of crane.** The category/ categories to which the bidder will be quoting in Price Bid shall be specifically mentioned in the technical bid. **The rates quoted against any category will be applicable for all the cranes falling under that category as categorized in this TCC.**
4. Single Lump sum Monthly Rate per crane "M" shall be quoted in Rupees by the bidder.
5. **Operator, Maintenance personnel & Helper rates per month will be fixed as per clause 5.4 from the quoted/ finally accepted rates.**
6. **Evaluation shall be done based on the Single Lump sum Monthly Rate per crane "M" quoted by the bidder against each category of crane and contract shall be awarded separately to lowest bidder in each category or shall be awarded together in case same bidder is lowest in more than one category.**
7. **Bidder Confirmation regarding quoted/ applied category:**

<b>S. No.</b>	<b>CATEGORY OF CRANE (AS MENTIONED IN TCC)</b>	<b>Quoted/ applied for category (Please tick"✓")</b>	<b>Remarks</b>
1.	CATEGORY - A		
2.	CATEGORY - B		
3.	CATEGORY - C		
4.	CATEGORY - D		

ANNEXURE - I

SPARES AVAILABILTY/ CONSUMPTION/ REQUIREMENT REPORT				
MONTH :				SITE :
SPARES AVAILABLE AS ON MONTH END				
SL.NO.	CRANE MODEL	PART NO.	DESCRIPTION	QTY.
SPARES CONSUMED DURING THE MONTH				
SL.NO.	CRANE MODEL	PART NO.	DESCRIPTION	QTY.
SPARES REQUIRED, IF ANY				
SL.NO.	CRANE MODEL	PART NO.	DESCRIPTION	QTY.

CRANE OPERATOR/ MECHANIC

BHEL SITE ENGINEER

**CRANE UTILIZATION LOG SHEET**

SITE:

CRANE MODEL:

CRANE SL. NO.:

SL. NO.	DATE	AGENCY	AREA	JOB DESCRIPTION	CRANE WORKING TIME		START HMR	END HMR	FUEL ISSUED	CHARGEABLE/ NON-CHARGEABLE	SIGNATURE			REMARKS
					START	END					VENDOR/ USER	OPERATOR	BHEL STAFF	

FUEL LEFT ON 1ST DAY OF MONTH:  
FUEL LEFT ON LAST DAY OF MONTH:



**MONTHLY CRANE UTILISATION REPORT**

NAME OF SITE:

MONTH:

SL. NO.	CRANE DESCRIPTION	M/ C. SL. NO.	ENGINE HOUR METER READING (HMR) AT THE END OF	STANDARD HOURS PER MONTH (26DAYS x 8 HRS)	IDLE HOURS			ACTUAL WORKING HOURS		FUEL CONSUMPTION FOR THE	%AGE AVAILABILITY FOR USE	FUEL CONSUMPTION PER	%AGE UTILISATION
					PREVENTIVE MAINT. HRS	BREAKDOWN MAINT. HRS	OVERHAULING HRS.	ENGINE ON CONDITION	ENGINE OFF CONDITION				
				(A)	(B)	(C)	(D)	(E)	(F)	(G)	$H=100 * (A-B-CD) / A$	I= G/E	$J=100 * (E+F) / (A-B-C-D)$

(SIGNATURE OF BHEL SITE ENGINEER)

ANNEXURE - IV

<b>MONTHLY CRANE MAINTENANCE REPORT</b>			
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<b>PREVENTIVE MAINTENANCE</b>			
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DATE	MAINTENANCE ACTIVITIES CARRIED OUT	SPARE PARTS REPLACED, IF ANY	REMARKS

<b>BREAKDOWN MAINTENANCE</b>			
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DATE	MAINTENANCE ACTIVITIES CARRIED OUT	SPARE PARTS REPLACED, IF ANY	REMARKS

CRANE OPERATOR/ MECHANIC

BHEL SITE ENGINEER

ANNEXURE - V

MONTHLY CONSOLIDATED REPORT

MONTH :

SL.NO.	CRANE MODEL	CRANE SL.NO.	PRESENT SITE	PRESENT HMR AS ON MONTH END	OPERATOR/ MECHANIC/ HELPER NAME	OPERATOR / MECHANIC CONTACT DETAILS	CRANE STATUS( PROBLEMS)	REMARKS

**VENDOR PERFORMANCE FEEDBACK**

<b>NAME OF PROJECT:</b>						
<b>NAME OF THE VENDOR:</b>						
<b>DETAILS OF CRANE UNDER THE VENDOR:</b>						
<b>WORK ORDER REFERENCE:</b>						
<b>PERFORMANCE FEEDBACK YEAR/QUARTER:</b>						
SL NO.	DETAILS	PERFORMANCE FEEDBACK				
		5	4	3	2	1
<b>1</b>	<b>MANPOWER</b>					
1.1	Crane Operator Skill					
1.2	Crane Mechanic Skill					
1.3	Crane Helper Skill					
	<b>TOTAL of 1</b>					
<b>2</b>	<b>QUALITY</b>					
2.1	Crane periodic Maintenance as per schedule					
2.2	Housekeeping of inventory					
2.3	Skill during minor breakdown/troubleshooting of crane					
2.4	Work as per customer satisfaction					
	<b>TOTAL of 2</b>					
<b>3</b>	<b>FINANCE</b>					
3.1	Promptness in payment to employee					
3.2	PF and other financial statutory compliance					
	<b>TOTAL of 3</b>					
<b>4</b>	<b>OTHERS</b>					
4.1	Behavioral Aspect					
4.2	Responsiveness to statutory regulations and compliance level					
	<b>TOTAL of 4</b>					

(Signature of Site engineer)

(Signature of Construction Manager)

**ANNEXURE-VI**

<b>QUARTERLY EVALUATION OF VENDOR PERFORMANCE</b>					
<b>NAME OF PROJECT:</b>					
<b>NAME OF THE VENDOR:</b>					
<b>DETAILS OF CRANE UNDER THE VENDOR:</b>					
<b>WORK ORDER REFERENCE:</b>					
<b>PERFORMANCE FEEDBACK YEAR/QUARTER:</b>					
SL. NO.	CRITERIA	MAX. SCORE	WEIGHTAGE	SCORE OBTAINED	WEIGHTED SCORE
1	MANPOWER	15	3		
2	QUALITY	20	1.5		
3	FINANCE	10	1.5		
4	OTHERS	10	1		
<b>TOTAL WEIGHTED SCORE (OUT OF 100)</b>					
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.					
<b>Net Weighted Score (out of 100):</b>					
<b>Overall Performance Evaluation:</b>			<b>Good/ Satisfactory/Unsatisfactory</b>		
<b>Net Weighted Score</b>					
80% and above			-Good		
Between 60% to 80%			-Satisfactory		
60% and Below			-Unsatisfactory		
<b>Evaluation of Bidders performance to execute the job shall be based on as below:</b>					
a) Net Weighted Score from PSNR Sites > 60%, the services of vendor shall be Continued.					
b) Net Weighted Score from PSNR Sites =< 60%, the services of vendor may be terminated from that site and if required from other site.					

(Signature of ENGR/FEX-HQ)

(Signature of Head/FEX-HQ)



MAINTENANCE CHECK LIST

SCHEDULE OF WEEKLY ROUTINE CHECKING ( CRANE WISE)				
CRANE MODEL:-				DATE:-
SL. NO.	IDENTIFICATION	CHECK ITEM	CHECKING METHOD	REMARKS
1	Fuel Pre Filter	Water Level	Visual Check-Drain Water From Fuel Pre Filter	
2	Drum Lock ( Front, Rear, Third, Boom Drums )	Greasing	Apply Extreme Pressure Grease (EPG)	
3	Hydraulic Oil Tank	Drain	Drain the Hydraulic Oil Tank	
4	Slewing Ring Bearing	Grease	Apply Extreme Pressure Grease (EPG)	
5	Slewing Ring Gear	Grease	Apply molybdenum Disulphide Grease (MDG)	
6	Lower Roller, Idler Roller	Check Oil Level	Apply Gear Oil	
7	Upper Roller	Check oil level	Apply Gear Oil	
8	Lower Spreader Frame, Hook Sheave, Hook Bearing, Ball Hook Bearing, Luffing Jib Drum Lock, Guide Sheave	Grease	Apply Extreme Pressure Grease (EPG)	

Signature of Operator

Signature of Mechanic

MAINTENANCE CHECK LIST

SCHEDULE OF MONTHLY ROUTINE CHECKING ( CRANE WISE)				
CRANE MODEL:-				DATE:-
SL. NO.	IDENTIFICATION	CHECK ITEM	CHECKING METHOD	REMARKS
1	Fan Belt	Looseness, Damage	Visual Check- Push with Finger, Deflection of 10 to 15 mm	
2	Engine Mounting Bolt, Rubber Mount	Looseness, damage	Visual Check, Test Hammer	

3	Radiator, Oil Cooler	Oil Leak, damage	Visual Check- Clean the Radiator Core	
4	Power Divider Hydraulic motor, Reduction unit	Oil Leak, Unusual noise	Visual Check, Check by hearing	
5	Hydraulic Pump	Oil Leak, Unusual Sound	Visual Check, Check by hearing	
6	Valve etc.	Oil Leak	Visual Check	
7	Gantry Cylinder, mast Arm Cylinder, Drum Lock	Oil Leak, Damage, any wear	Visual Check	
8	Fuel Supply Pump & hose	Performance & Damage	Operation Should be normal, Visual Check the damage	
9	Swing Alarm Lamp	Alarm Sound, Filament is gone	Operation, Visual Check Flasher function properly or not	
10	Swivel Joint	Oil Leak	Visual Check	
11	Slewing Ring Bearing	unusual Noise	Check by Hearing	
12	Crawler shoe	Extension, Damage, Wear	Visual Check- Sackening of 10 to 20 mm	
13	Main Hoist Wire Rope, Auxiliary hoist, luffing Jib Hoist, (All Wire Ropes), Boom Guy Line, Luffing Jib Guy Line, Jib Guy Line.	All to be Lubricate	Apply Extreme EPG Pressure Multipurpose grease (Lithium Base Grease or Cardium compound as applicable.)	

Signature of Operator

Signature of Mechanic

ANNEXURE-D				
<u>MAINTENANCE CHECK LIST</u>				
SCHEDULE OF QUARTERLY ROUTINE CHECKING ( CRANE WISE)				
CRANE MODEL:-				DATE:-
SL. NO.	IDENTIFICATION	CHECK ITEM	CHECKING METHOD	REMARKS
1	Drive Sprocket, Crawler Idler, Upper & Lower Rollers	Oil Leak, Damage	Visual Check-Inspect Oil leak & Damage	
2	Slewing ring Bearing Mounting Bolt	Looseness, Falling Off	Visual Check-Any Missing / damage, Clean and Secure	



3	Winch Reduction Unit (Front, Rear, Boom)	Check Oil Level	If Oil Level is below the red mark add with lub oil Gear Oil # 90 (GO)	
4	Engine	Replace oil	Replace with Engine Oil SAE # 30 (MO) - Change the Oil Filter also.	
5	Battery inspection	Check up Charge Condition	Check Battery Electrolyte Level. Add If Required.	

Signature of Operator

Signature of Mechanic

## MAINTENANCE CHECK LIST

## SCHEDULE OF HALF-YLY &amp; YLY ROUTINE CHECKING ( CRANE WISE)

CRANE MODEL:-

DATE:-

## HALF YEARLY

SL NO.	IDENTIFICATION	CHECK ITEM	CHECKING METHOD	REMARKS
1	Accumulator	Oil Leak, Damage	Visual Check-inspect for Oil Leak	
2	Frame	damage & Crack	Visual Check-Inspect Car Body & Crawler Frame for Crack	
3	Fuel Tank	Drain	Loosen the Drain Plug, Drain water & Sediment From Tank	

## YEARLY

SL NO.	IDENTIFICATION	CHECK ITEM	CHECKING METHOD	REMARKS
1	Radiator	Replace Coolant	Drain after cool- replace by Soft Water	
2	Swing reduction Unit	Replace Oil	Replace with Gear Oil # 90 ( GO)	
3	Winch Reduction Unit ( Front, Rear, Boom)	Replace Oil	Replace with Gear Oil # 90 ( GO)	
4	Power Divider	Replace Oil	Replace with Gear Oil # 90 ( GO)	
5	Hydraulic Oil Tank	Replace Oil	Replace with Hydraulic Oil # 46( HO)	
6	Propel Reduction Unit	Replace Oil	Replace with Gear Oil # 90 ( GO)	
7	Winch Reduction Unit ( Luffing jib Drum )	Replace Oil	Replace with Gear Oil # 90 ( GO)	
8	All Sheaves, Mast Point Sheaves, Cable roller, Auxiliary Sheave, Boom & jib point Sheaves, Guide Sheaves, Guide Roller, Strit Point Sheaves,	All to be Grease	Apply Extreme EPG-Pressure Multipurpose grese ( Lithium Base Grease )	
9	Counter Weight Handling Link.	Lubricate	Apply Extreme EPG-Pressure Multipurpose grese ( Lithium Base Grease )	

Signature of Operator

Signature of Mechanic

Rev 02  
08th October  
2014

# SPECIAL CONDITIONS OF CONTRACT (SCC)

(Document No PS:M SX:SCC)

BHARAT HEAVY ELECTRICALS  
LIMITED



# SPECIAL CONDITIONS OF CONTRACT (SCC)

## Contents

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2	General Services to be rendered by the Bidder	Chapter-II	
3	<del>General Technical Requirements (Codes and Standards)</del>	<del>Chapter-III</del>	
4	Obligations of Contractor (In respect of Tools, Tackles, Consumables, etc employment of supervisory staff and workmen)	Chapter-IV	
5	Responsibilities of Contractor (In respect of employment of Labour, Supervisory staff, etc)	Chapter-V	
6	<del>Material Handling, Storage, Preservation, etc</del>	<del>Chapter-VI</del>	
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10	RA Bill Payment	Chapter-X	
11	Performance Monitoring	Chapter-XI	
12	Suspension of Business Dealings	Chapter-XII	

**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
**Chapter - I : General Intent of Specifications**

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<b>1.0</b>	<b>INTENT OF THE SPECIFICATION</b>
1.1 to 1.4	Not Applicable
1.5	The work covered under this specification is of highly sophisticated nature, requiring the best quality workmanship, supervision, engineering and construction management. The contractor should ensure proper planning and successful and timely completion of the work to meet the overall project schedule. The contractor must deploy adequate quantity of tools & plants, modern / latest construction aids etc. He must also deploy adequate trained, qualified and experienced supervisory staff and skilled personnel.
1.6 to 1.7	Not Applicable

**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
**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 to 2.8	Not Applicable
2.9	Maintaining proper documentation of all the site activities undertaken by the Contractor as per the proforma mutually agreed with BHEL, Submission of monthly progress reports and any such document as and when desired by BHEL/owner, taking approval of all statutory authorities i.e Boiler Inspector, Factory Inspector, Inspector of Explosives etc , as applicable for respective portions of work fall under the jurisdiction of such statutes of laws.
2.10	Not Applicable

SPECIAL CONDITIONS OF CONTRACT (SCC)  
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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## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter - IV : Obligations of Contractor

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<b>4.0</b>	<b>OBLIGATIONS OF CONTRACTOR</b>
<b>4.1</b>	<b>CONSUMABLES &amp; OTHER ITEMS-</b> Not Applicable
<b>4.2</b>	<b>TOOLS AND PLANTS / MONITORING AND MEASURING EQUIPMENT (MMEs)</b>
<b>4.2.1</b>	<b>T&amp;Ps and MMEs to be provided by Contractor-</b> Not Applicable
<b>4.2.2</b>	<b>Obligations in respect of T&amp;Ps and MMEs provided by BHEL</b>
<b>4.2.2.1 to 4.2.2.11</b>	Not Applicable
<b>4.2.2.12</b>	Any loss / damage to any part of BHEL T&Ps and MMEs shall be to the contractor's account and any expenditure on these accounts by BHEL will be recovered from the contractor's bill in case the contractor fails to make good the loss.
<b>4.2.2.13 to 4.2.2.17</b>	Not Applicable



## SPECIAL CONDITIONS OF CONTRACT (SCC)

### 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	Not Applicable
5.6	The Contractor in the event of engaging 20 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.
5.10	Contractor shall deploy only qualified and experienced engineers/ supervisors. They shall have professional approach in executing the work.

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter – V : Responsibilities of Contractor in respect of Labour , Supervisory Staff, etc.

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.

SPECIAL CONDITIONS OF CONTRACT (SCC)  
Chapter – VI: Material Handling, Storage & preservation

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<b>6.0</b>	<b>MATERIAL HANDLING, STORAGE AND PRESERVATION ETC -</b> Not Applicable
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SPECIAL CONDITIONS OF CONTRACT (SCC)  
Chapter – VII: Drawings and documents

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<b>7.0</b>	<b>DRAWINGS AND DOCUMENTS - Not Applicable</b>
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SPECIAL CONDITIONS OF CONTRACT (SCC)  
Chapter – VIII: Inspection and Quality

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<b>8.0</b>	<b>INSPECTION AND QUALITY- Not Applicable</b>
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SPECIAL CONDITIONS OF CONTRACT (SCC)  
Chapter-IX:HSE & OHSAS

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9.0	<b>OCCUPATIONAL HEALTH, SAFETY &amp; ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME :</b> BHEL, Power Sector Regions (PSNR/ER/WR/SR) are each certified for ISO 9001. Quality of work to customer's satisfaction and fulfillment of system requirements are the essence of ISO 9001 certification. BHEL, PS Regions have HSE certification (ISO 14001 & OHSAS 18001) and therefore Contractor also shall organise/ plan/ perform all their activities to meet with the applicable requirements of these standards.
9.1	<b>HSE (Health, Safety &amp; Environment):</b> 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 Rev 01)  <u>Please see the attached document</u>
9.2	In case of any financial deduction made by Customer for lapses of safety other than what is provided above or elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract.

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Chapter-X: RA Bill Payments

<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	Not Applicable
10.4	Not Applicable
10.5	<p>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.</p> <p>In case of Civil works, 60% of RA Bills complete and correct in all respects and certified by BHEL Engineer, shall be paid within 15 days of receipt. Balance payment shall be within 30 days.</p>
10.6	<p>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:</p> <p>Note: BHEL may also choose to release payment by other alternative modes as applicable</p>
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.

**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
**Chapter-XI : Performance Monitoring**

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<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 month for unit wise identified packages as per prescribed formats. Based on the net weighted scores obtained, Contractors shall be rated 'Good' or 'Satisfactory' or 'Unsatisfactory'
11.2	In case of any dispute on performance rating and the contractor refuses to sign on the performance rating given by BHEL package Incharge, the same shall be reviewed by BHEL site Incharge/Construction Manager and his decision shall be final.
11.3	Release of RA Bills will be contingent upon joint evaluation of performance
11.4	Performance of the contractor will be taken into consideration for assessing the capacity of the bidder to execute future jobs under tender, as detailed in the Notice Inviting Tender. Risk of non evaluation or non availability of the Monthly performance evaluation reports is to be borne by the Bidder.
11.5	In case of 'Unsatisfactory performance' for a continuous period of three or more months for a package or packages, BHEL has the right to get the balance works executed at the risk and cost of the contractor.
11.6	In case of 'Unsatisfactory performance' in a financial year, BHEL reserves the right to put on hold such Contractors for a period of six months for similar package or similar packages



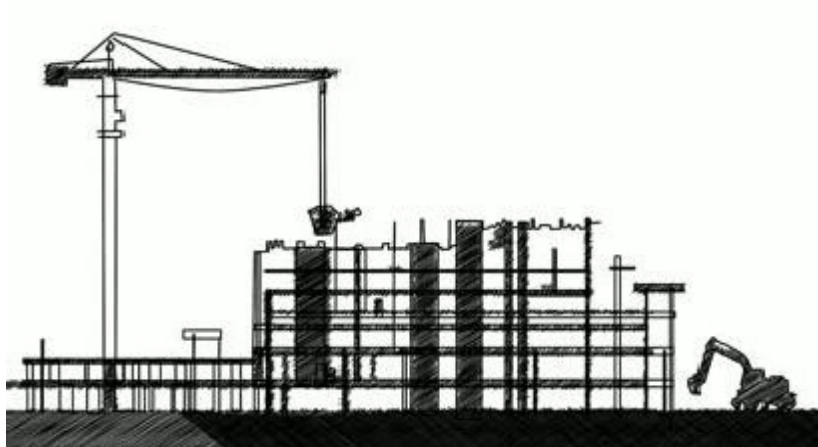
**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
**Chapter -XII: Suspension of Business Dealings**

<b>12.0</b>	<b>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 6 months, 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) After placement of order, Bidder fails to execute a contract.</li> <li>d) Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence.</li> <li>e) Bidder's performance rating falls below 60% in specific category (more fully described in chapter 'Performance Monitoring')</li> <li>f) Bidder works are under strike/ lockout for a long period.</li> </ul>
12.4	<p>A Bidder may be de-listed from the list of registered Bidders of the region for a period of 1 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) Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.</li> </ul>
12.5	<p>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:</p> <ul style="list-style-type: none"> <li>a) Bidder is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to BHEL's interest.</li> <li>b) In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.</li> <li>c) Bidder is found to be involved in cartel formation</li> </ul>

**SPECIAL CONDITIONS OF CONTRACT (SCC)**  
**Chapter -XII: Suspension of Business Dealings**

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	<p>d) The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc which are contrary to business ethics.</p> <p>e) The Bidder is found guilty by any court of law for criminal activity/offences involving moral turpitude in relation to business dealings.</p> <p>f) The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes.</p> <p>g) Bidder is found to have obtained Official Company information/documentation by questionable means.</p> <p>h) 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



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

**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> |
|--|---|

**HOUSE KEEPING**

**WASTE MANGEMENT**

**TRAFFIC MANAGEMENT**

**ENVIRONMENTAL CONTROL**

**EMERGENCY PREPAREDNESS AND RESPONSE PLAN**

**CHECKS**

**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> |
|---|--|

**HSE PERFORMANCE EVALUATION PARAMETERS**

**NON CONFORMANCE**


**PENALTY for NON CONFORMANCE**

**Refer Clause 16**

**Incremental penalty**

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

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

	<b>HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS</b>	Doc no.: HSEP: 14 REV: 01
	POWER SECTOR	Date: 20.01.2020

### REVISION HISTORY SHEET

Date	Revision No.	Details of Changes	Reason	Prepared	Reviewed	Approved
12.08.2014	00	First Issue	First Issue	S. B. Jayant, Dy Manager- FQA & Safety	A. K. Sinha, GM-FQA & Safety	Anuj Bhatnagar, ED-FQA & Safety
20.01.2020	01	Formats added:  <b>HSEP:14-F30 – Monthly HSE Planning &amp; Review</b> (Page 11, Clause 8.0 - updated)  HSEP:14-F13E-Excavation Inspection Format (part of F30) HSEP:14-F32B – Job Safety Analysis Format (part of F30)  <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)	



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

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**HEALTH, SAFETY AND ENVIRONMENT  
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## 1.0 PURPOSE

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

## 2.0 SCOPE

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

## 3.0 OBJECTIVES AND TARGETS

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

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



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**HSE TARGETS**

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

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

**Power Sector HSE Policy**

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

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

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

Sd/-

Date: 01.05.2013

Director (Power)



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**5.0 MEMORANDUM OF UNDERSTANDING:**

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

**Memorandum of Understanding**

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

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

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

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

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

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

Name :

Place & Date:



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## 6.0 TERMS AND DEFINITIONS

### 6.1 DEFINITIONS

#### 6.1.1 INCIDENT

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

#### 6.1.2 NEAR MISS

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

#### 6.1.3 MAN-HOURS WORKED

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

#### 6.1.4 FIRST AID CASES

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

#### 6.1.5 LOST TIME INJURY

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

#### 6.1.6 MEDICAL CASES

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

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

The three categories of Incident are as follows:

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

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



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**Reportable Cases:**

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

**Injury Cases:**

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

**6.1.8 TOTAL REPORTABLE FREQUENCY RATE**

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

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

**6.1.9 SEVERITY RATE**

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

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

**6.1.10 INCIDENCE RATE**

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

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

**7.0 HSE ORGANISATION**

**Number of safety officers:**

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

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

**7.1 QUALIFICATION FOR HSE PERSONNEL**

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





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

## 7.2 RESPONSIBILITIES

### 7.2.1 SITE IN -CHARGE OF SUBCONTRACTOR

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



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- Shall ensure submission of look-ahead plan for procurement of HSE equipment's and PPEs as per work schedule.
- Shall ensure good housekeeping.
- Shall ensure adequate valid fire extinguishers are provided at the 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.
  - Aircompressors.
  - Welding machine.
  - Generator sets.
  - Dump Trucks.
  - Excavators.
  - Dozers
  - Grit Blasting Equipment.
  - Hand tools.
- Subcontractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the condition under which such equipment or container may be handled and used during the performance of the works and the subcontractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction tool and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition will be entertained.

#### 8.2 MOBILISATION OF MANPOWER BY SUBCONTRACTOR

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



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### 8.3 PROVISION OF PPEs

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

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

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

#### Relevant is-codes for personal protection

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

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



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

Colour scheme for Helmets:

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

#### **8.4 ARRANGEMENT OF INFRASTRUCTURE**

##### **8.4.1 DRINKING WATER**

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

##### **8.4.2 WASHING FACILITIES**

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

##### **8.4.3 LATRINES AND URINALS**

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



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#### 8.4.4 PROVISION OF SHELTER DURING REST

Proper Shed & Shelter shall be provided for rest during break

#### 8.4.5 MEDICAL FACILITIES

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

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

##### 8.4.5.2 FIRST AIDER

- Ensure availability of Qualified First-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:

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



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

**8.4.6 PROVISION OF CANTEEN FACILITY**

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

**8.4.7 PROVISION OF ACCOMODATION/LABOUR COLONY**

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

**8.4.8 PROVISION OF EMERGENCY VEHICLE**

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

**8.4.9 PEST CONTROL**

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

**8.4.10 SCRAPYARD**

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

**8.4.11 ILLUMINATION**

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



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S. No.	Location	Illumination (Lux)
<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 referred by subcontractor, if they so desire.

**LIST OF OCPs**

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

**11.1 HSE ACTIVITIES**

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

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

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



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

### 11.2 WORK PERMIT SYSTEM

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

### 11.3 SAFETY DURING WORK EXECUTION

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

#### 11.3.1 WELDING SAFETY

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

#### 11.3.2 RIGGING

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

#### 11.3.3 CYLINDERS STORAGE AND MOVEMENT

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

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



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

#### 11.3.4 DEMOLITION WORK

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

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

#### 11.3.5 T&Ps

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

#### 11.3.6 CHEMICAL HANDLING

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

#### 11.3.7 ELECTRICAL SAFETY

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



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

#### 11.3.8 FIRE SAFETY

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

#### 11.3.9 SCAFFOLDING

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

#### 11.3.10 WORK AT HEIGHT:

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



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

#### 11.3.11 WORKING PLATFORM

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

#### 11.3.12 EXCAVATION

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

#### 11.3.13 LADDER SAFETY

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

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

#### 11.3.14 LIFTING SAFETY

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



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

#### 11.3.15 HOISTING APPLIANCE

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

#### 11.4 ENVIRONMENTAL CONTROL

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

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

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

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

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

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

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

#### 11.5 HOUSEKEEPING

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



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

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

#### 11.6 WASTE MANAGEMENT

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

##### 11.6.1 BINS AT WORK PLACE

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

##### 11.6.2 STORAGE AND COLLECTION

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





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### 11.6.3 SEGREGATION

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

### 11.6.4 DISPOSAL

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

### 11.6.5 WARNING AND SIGNS

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

### 11.7 TRAFFIC MANAGEMENT SYSTEM

#### 11.7.1 SAFE WORKPLACE TRANSPORT SYSTEM

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





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

#### 11.7.2 TRAFFIC ROUTE FOR PEDESTRIANS

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

#### 11.7.3 WORK VEHICLE

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

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



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#### 11.7.4 DAILY CHECK BY DRIVER

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

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

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

#### 11.7.6 MAINTENANCE

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

#### 11.8 EMERGENCY PREPAREDNESS AND RESPONSE

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



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

## 12.0 HSE INSPECTION

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

### 12.1 DAILY HSE CHECKS

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

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

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

### 12.2 INSPECTION OF PPE

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



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### 12.3 INSPECTION OF T&Ps

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

### 12.4 INSPECTION OF CRANES AND WINCHES

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

### 12.5 INSPECTION ON HEIGHT WORKING

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

### 12.6 INSPECTION ON WELDING AND GAS CUTTING OPERATION

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



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

#### 12.7 INSPECTION ON ELECTRICAL INSTALLATION / APPLIANCES

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

#### 12.8 INSPECTION OF ELEVATOR

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

#### 12.9 INSPECTION OF EXCAVATION

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

#### 13.0 HSE PERFORMANCE

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



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#### 14.0 HSE PENALTIES

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

#### 15.0 OTHER REQUIREMENTS

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



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

#### 16. NON COMPLIANCE

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

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

- Legend:-

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

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

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



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**17.0 HSE AUDIT/INSPECTION**

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

**18.0 MONTHLY HSE REVIEW MEETING**

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

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

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





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



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**20.0 ANNEXURES**

**ANNEXURE 01**

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

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

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

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

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

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



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

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



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**ANNEXURE 02**

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

PROJECT: \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_

DATE : \_\_\_\_\_

OWNER : \_\_\_\_\_

INSPECTION BY: \_\_\_\_\_

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

Item	Y e s	N o	Remarks	Action
<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 (Reaffirmed 1996)	Specification for Industrial Safety Gloves Leather and Cotton Gloves
(16)	IS:8519 – 1977 (Reaffirmed 1983)	Guide for Selection of Industrial Safety Equipment for Body Protection.
(17)	IS 11006 : 2011	Flash Back(Flame Arrestor) Specification



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





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

**POWER SECTOR****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: - \_\_\_\_\_

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

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

FORMAT NO: HSEP:14-F01

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

Signature of Subcontractor's Site I/C:

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

FORMAT NO: HSEP:14-F02

REV NO.: 00

PAGE NO. 1 OF 02

<b>Name of Site :</b>	
<b>Name of Sub-Contractor :</b>	
<b>Name of Employee :</b>	

**NAME:**

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

Personal History

<b>EXAMINATION</b>		<b>OBSERVATION</b>	
<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

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EXAMINATION	OBSERVATION
<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) :	
<b>Any Other</b> :	
<b>Clinical Impression</b>	

Signature of the examining doctor



**POWER SECTOR**  
**HSE INDUCTION TRAINING**

FORMAT NO: HSEP:14-F03  
REV NO.: 00  
PAGE NO. 01 OF 01

Name of Site :	
Name of Sub-Contractor :	
Date :	
Name of Training Co-ordinator	

Sl No.	Name	Designation	Organisation	Signature

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>	

<b>Topic</b>	<b>Name of person delivered Tool Box Talk</b>	<b>No. of Participants attended</b>	<b>Remarks</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

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

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

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PAGE NO. 2 OF 03

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

**WINCH**

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

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


FORMAT NO: HSEP:14-F09

REV NO.: 00

PAGE NO. 3 OF 03

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

Signature of Site I/C of subcontractor :

	<b>POWER SECTOR</b>	FORMAT NO: HSEP:14-F10 REV NO.: 00 PAGE NO. 01 OF 02
	<b>INSPECTION OF HEIGHT WORKING</b>	

<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

PAGE NO. 02 OF 02

Sl. No.	Descriptions	Observation (Yes/No)	Remarks
8	Are rugs and cleats not over 12" on center?		
9	Metal ladders not used around electrical hazards.		
10	Proper maintenance and storage.		
11	Ladders placed at right slope.		
12	Ladders / staircases welded/ bolted properly.		
13	Any obstruction in the stairs.		
14	Are landing provided with handrails, knee rails, toe boards etc.?		
15	Whether ramp is provided with proper slope.		
16	Proper hand rails / guards provided in ramps.		
	<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

PAGE NO. 1 OF 02

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

<b>Welding</b>				Remarks
Sl.no.	Description	Y e s	N o	
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

REV NO.: 00

PAGE NO. 2 OF 02

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

Signature of Site I/C of subcontractor :

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

FORMAT NO: HSEP:14-F12

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>	

Sr. No.	Contents	Yes/No	Remarks
<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**

FORMAT NO: HSEP:14-F12

REV NO.: 00

PAGE NO. 02 OF 02

Sr. No.	Contents	Yes/No	Remarks
3.	Are the ELCB numbered and tested periodically & test results recorded in a logbook countersigned by a competent person?		
<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**

FORMAT NO: HSEP:14-F13  
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>	

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

<b>Signature-Subcontractor/ Subcontractor's Safety Officer</b>	<b>Signature-Site Safety Officer ( BHEL)</b>
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**POWER SECTOR****Inspection of Excavation**

FORMAT NO: HSEP:14-F13E

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>	

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

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

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

**Safety Area**

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

**Legend: -**

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

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



**POWER SECTOR**

**HSE PENALTY**

FORMAT NO: HSEP:14-F14

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

\_\_\_\_\_

Penalty imposed:

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

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

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

Signature:

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

Name \_\_\_\_\_

Name \_\_\_\_\_

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



**POWER SECTOR- HQ**

**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)				
<b>ANALYSIS</b>					
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	
<b>PART- A: PLAN OF HSE ACTIVITIES FOR THE MONTH OF.....</b>			<b>PART-B: REVIEW ON .....</b>
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 <b>1.</b> ...	
5	PPE usage and issue as per Format: Fo6		
6	Inspection of T&Ps as per Format: Fo7	List of T&Ps to be inspected 1.	
7	Identification & Inspection Status of T&Ps as per Format: Fo8		
8	Inspection of Cranes & Winches as per Format: Fo9	List of Cranes & Winches & Nos. 1. ...	
9	Inspection of Height Working as per Format: F10	Areas: 1. ...	
10	Inspection of Welding & Gas Cutting operations as per Format: F11	Areas: 1. ...	
11	Inspection of Electrical Installations as per Format: F12	Locations: 1. ...	
12	Inspection of Elevators (as applicable) as per Format: F13	Locations: 1. ...	
13	Inspection of Excavation as per Format: F13E	<b>Locations:</b> <b>1.</b> ...	



## 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	1. Clean drinking water 2. Toilets 3. Cleanliness & Hygiene 4. Grass cutting, 5. Fogging 6. Electrical Inspection ...	



**POWER SECTOR**

**Format for Monthly HSE Planning & Review**

FORMAT NO: HSEP:14-F30

REV NO.: 00

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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>	

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





**POWER SECTOR**

**Job Safety Analysis Format**

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

<b>Name of the Site</b>	
<b>Name of the Subcontractor</b>	
<b>Activity, Area</b>	

HAZARDS		PRECAUTIONS

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

**POWER SECTOR- HQ**

FORMAT NO: HSEP:14-F33

REV NO.: 00

PAGE NO. 01 OF 3

**Checklist for Evaluation of HSE Performance**

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

**POWER SECTOR- HQ**

FORMAT NO: HSEP:14-F33

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**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 3oma ELCB / RCCB and MCB for protection and conducting periodical check-up?		1	-do-
6h	Double earthing for panel boards and all machinery & proper earth pit with regular inspection available?		1	-do-
6i	Whether Electrician is qualified and experienced		1	Qualification & Experience records of electrician
6j	Availability and usage of Rubber hand gloves by electrician?		1	Inspection/ non-conformity records

**POWER SECTOR- HQ**

FORMAT NO: HSEP:14-F33

REV NO.: 00

PAGE NO. 03 OF 3

**Checklist for Evaluation of HSE Performance**

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)	<b>M</b>	2	Attendance records
9c	Availability of Ambulance facility 24 hours (Own or sharing basis)	<b>M</b>	2	-do-
9d	Is First aid trained personnel's are available and their names are displayed at site?	<b>M</b>	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

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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 and 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)

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# 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)

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# General Conditions of Contract

(Common for Power Sector Regions)

2021

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## **CHAPTER -1**

### **1. GENERAL INSTRUCTION TO TENDERERS**

#### **1.1. DESPATCH INSTRUCTION**

- i) The General Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. (For E-Tender, bidders shall use electronic Signature viz Digital Signature Certificate while uploading on the e-procurement portal.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- iii) Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This integrity pact shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with BHEL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

#### **1.2. SUBMISSION OF TENDERS**

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
- 1.2.2 Tenders submitted by post (i.e. by 'REGISTERED POST / by COURIER') shall be sent with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. **The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.** Offers received by Email shall be considered as per terms of NIT. E-Tenders shall be submitted through E-Procurement portal as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.
- 1.2.3 Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorized representatives who would like to be present (In case of Manual Tenders). BHEL reserves the right to go ahead with opening of the



Tender even in case of no representative is present on the specified date and time. For e-tenders, bidders may mark their presence online through provisions available in e-procurement portal.

1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed about the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids (In case of Manual Tenders). BHEL's decision in this regard shall be final and binding.

1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

The tenderer may get aware about weather conditions, contingencies & other circumstances which may influence or affect their tender prices. Invariable of inspection by the tenderer, the tenderer shall be considered deemed acquainted with all site conditions such as rain patterns, hazardous conditions, soil patterns, local factors etc. Tenderer to have satisfied himself in all respect before quoting his rates and no claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

### **1.3. LANGUAGE**

1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. Tenderers are requested to refer the clauses of NIT/ Vol-II "Price Bid" for more details. For the purpose of the tenders, the metric system of units shall be used.

1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

### **1.4 PRICE DISCREPANCY:**

1.4.1 **Price Bid opening:** During opening of price bids (submitted through conventional method or through E-Procurement system), if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

1.4.2 **Reverse Auction:** In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. (Guidelines as available on [www.bhel.com](http://www.bhel.com) on "supplier registration page").

### **1.5 QUALIFICATION OF TENDERERS**

i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.

ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered.

iii) The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site [www.bhel.com](http://www.bhel.com). (Refer clause 28.0 of NIT)

iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

**1.6. EVALUATION OF BIDS**

- i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- ii) In case the same qualifying experience is claimed by more than one agency, then:
  - a. The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job.
  - b. However, if the same is on account of subletting part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.
- iii) In case the qualifying experience is claimed by private organizations (sub-agency) based on 'Work Order' and 'Experience Certificates' from a non-BHEL organization (main agency), then it shall be the responsibility of sub-agency to submit (in addition to the experience certificate from main agency) relevant certificate regarding qualifying experience from the end Customer or the Turnkey-Contractor (if any) who has awarded the work to main agency, as a proof for having executed subject qualifying work. BHEL reserves the right to ask for any other proof for the said job.
- iv) Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.
- v) Price Bids of shortlisted bidders shall only be opened either through the conventional/electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.
- vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder either through system generated e-mail or through letter/e-mail.
- vii) Bidders are advised to also refer to clause no 2.9.4 regarding evaluation of their performance in ongoing projects for the current tender.

**1.7. DATA TO BE ENCLOSED**

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

i) **INCOME TAX PERMANENT ACCOUNT NUMBER**

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the

- Company/Firm/Individual Partners etc. shall be furnished along with tender.
- ii) **ORGANIZATION CHART**  
The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.
  - iii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.
  - iv) **IN CASE OF INDIVIDUAL TENDERER:**  
His / her full name, address, PAN and place & nature of business.
  - v) **IN CASE OF PARTNERSHIP FIRM:**  
The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
  - vi) **IN CASE OF COMPANIES:**
    - a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
    - b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.
- 1.8 AUTHORIZATION AND ATTESTATION**  
Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Volume-I D) shall be submitted.
- 1.9 EARNEST MONEY DEPOSIT**
- 1.9.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
- i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.
  - ii) The EMD is to be paid only in the following forms:
    - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
    - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
    - c) Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).
    - d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) (along with offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.
- 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. (a) to (d) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.
- iii) No other form of EMD remittance shall be acceptable to BHEL.
- 1.9.2 EMD by the Tenderer will be forfeited as per NIT conditions, if:
- i) 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.
  - ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.  
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/ contractors" and forfeited/ released based on the action as determined under these guidelines.

1.9.3 EMD shall not carry any interest.

1.9.4 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

1.9.5 Cash portion of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/ FDR shall be retained by BHEL until the receipt of at least 50% of the Security Deposit.

#### **1.10 SECURITY DEPOSIT**

1.10.1 (i) Upon acceptance of Tender, the successful Tenderer should deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.

1.10.1 (ii) Bidder agrees to submit performance security required for execution of the contract within the time period mentioned in clause 1.10.2. In case of delay in submission of Security Deposit, interest (SBI rate + 6%) for the delayed period on the amount of SD due for submission, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest as mentioned herein above.

1.10.1 (iii) Bidder agrees to submit the Security Deposit as above for execution of the contract within the time period.

1.10.2 (i) For contracts exceeding Rs 20 lakhs, the security Deposit should be furnished before start of the work by the contractor. If requested by the contractor, cash recovery of initial 50% of the specified Security Deposit, including the retained EMD can be made from bills submitted by contractor. For such delay in submission of initial 50% of the required Security Deposit for execution of the contract, interest shall be levied for the delayed period of submission at (SBI rate + 6%) on the security required to be submitted. Balance 50% Security deposit shall be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected.

1.10.2 (ii) In case of small value contracts not exceeding Rs. 20 lakhs, work can be started before the required Security Deposit is collected.

1.10.2 (iii) Payment can be released only after collection/ recovery of initial 50% Security Deposit.

1.10.3 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms.

- i) Cash (as permissible under the extant Income Tax Act).
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

- iv) 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.
- v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- vi) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

**Note:** BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

1.10.4 The Security Deposit shall not carry any interest.

1.10.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.
- iii) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.

1.10.6 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + Guarantee Period + 3 months, and the same shall be kept valid by proper renewal by the contractor till the acceptance of Final Bills of the Contractor by BHEL.

1.10.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

#### **1.11 RETURN OF SECURITY DEPOSIT**

Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

#### **1.12 BANK GUARANTEES**

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required

- period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
  - v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
  - vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
  - vii) The Original Bank Guarantee shall be submitted to Subcontracting Department of the respective Region of BHEL.

#### **1.13 VALIDITY OF OFFER**

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

#### **1.14 EXECUTION OF CONTRACT AGREEMENT**

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by Bharat Heavy Electricals Limited.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by BHEL.

#### **1.15 REJECTION OF TENDER AND OTHER CONDITIONS**

- 1.15.3 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -
- a. To reject any or all of the tenders.
  - b. To split up the work amongst two or more tenderers as per NIT.
  - c. To award the work in part if specified in NIT.
  - d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- 1.15.4 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 1.15.5 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (hold/banning) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with clause no. 9.0 of the 'NIT'. The decision of BHEL will be final in this regard.



- 1.15.6 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.15.7 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.15.8 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.15.9 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.15.10 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.15.11 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site in charge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.15.12 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders, in case of Conventional/ Paper bid.
- 1.15.13 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- 1.15.14 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

**1.16 INTIMATION OF CHANGE OF NAME/RE-CONSTITUTION OF THE ORGANIZATION**

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

Further, the new entity has to intimate BHEL in writing that they will honor all the earlier commitments in respect of the subject contract.

## **CHAPTER-2**

2.1 **DEFINITION:** The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i) BHEL shall mean Bharat Heavy Electricals Limited (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Power Sector Regional Offices or its Authorized Officers or its Site Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- ii) “EXECUTIVE DIRECTOR” or “GENERAL MANAGER (In- charge)” or “GENERAL MANAGER” shall mean the Officer in Administrative charge of the respective Power Sector Region.
- iii) “COMPETENT AUTHORITY” shall mean BHEL Officers who are empowered to act on behalf of BHEL.
- iv) “ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes ‘CONSTRUCTION MANAGER’ or ‘SITE INCHARGE’ as well as Officers at Site or at the Headquarters of the respective Power Sector Regions.
- v) “SITE” shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
- vi) “CLIENT OF BHEL” or “CUSTOMER” shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
- vii) “CONTRACTOR” shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor’s successors, heirs, executors, administrators and permitted assigns.
- viii) “CONTRACT” or “CONTRACT DOCUMENT” shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.
- ix) “GENERAL CONDITIONS OF CONTRACT” shall mean the ‘Instructions to Tenderers’ and ‘General Conditions of Contract’ pertaining to the work for which above tenders have been called for.



x)	“TENDER SPECIFICATION” or “TENDER” or “TENDER DOCUMENTS” shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
xi)	“LETTER OF INTENT/ AWARD” shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
xii)	“COMPLETION TIME” shall mean the period by ‘date/month’ specified in the ‘Letter of Intent/Award’ or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
xiii)	“PLANT” shall mean and connote the entire assembly of the plant and equipments covered by the contract.
xiv)	“EQUIPMENT” shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
xv)	“TESTS” shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
xvi)	“APPROVED”, “DIRECTED” or “INSTRUCTED” shall mean approved, directed or instructed by BHEL.
xvii)	“WORK or CONTRACT WORK” shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
xviii)	“SINGULAR AND PLURALS ETC” words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
xix)	“HEADING” – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
xx)	“MONTH” shall mean calendar month unless otherwise specified in the Tender.
xxi)	‘Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.

xxii)	“COMMISSIONING” shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.
xxiii)	“WRITING” shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
xxiv)	“TEMPORARY WORK” shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
xxv)	‘CONTRACT PRICE’ or ‘CONTRACT VALUE’ shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.
xxvi)	‘EXECUTED CONTRACT VALUE’ shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include PVC, ORC, Extra Works and Taxes.
xxvii)	“COMMENCEMENT DATE” or “START DATE” shall mean the commencement/start of work at Site as per terms defined in the Tender.
xxviii)	“SHORT CLOSING” or “FORE CLOSING” of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.
xxix)	“TERMINATION” of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract.
xxx)	“DE MOBILIZATION” shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.
xxxi)	“RE MOBILIZATION” shall mean the resumption of work with all resources required for the work after demobilization.
<b>2.2</b>	<b>LAW GOVERNING THE CONTRACT AND COURT JURISDICTION</b> The contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 2.21.1.1 of this contract, the Civil Court having original Civil Jurisdiction at Delhi for PSNR, at Kolkata for PSER, at Nagpur for PSWR and at Chennai for PSSR, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.
<b>2.3</b>	<b>ISSUE OF NOTICE</b>
<b>2.3.1</b>	<b><u>Service of notice on Contractor</u></b> Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by <b>Registered Post/Speed Post to or leaving the same at</b> the Contractor’s last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

**2.3.2 Service of notice on BHEL**

Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.

**2.4 USE OF LAND**

No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.

**2.5 COMMENCEMENT OF WORK**

**2.5.1** The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.

**2.5.2** If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

**2.5.3** All the work shall be carried out under the direction and to the satisfaction of BHEL.

**2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:**

**2.6.1** All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.

**2.6.2** – 2.6.11- Not Applicable.

**2.7 RIGHTS OF BHEL**

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

**2.7.1** To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.

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 fulfill his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions.

**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' (this period can be reduced in case of urgency or increased otherwise) by BHEL in any of the following cases:

- i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.

- ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv). Termination of Contract on account of any other reason (s) attributable to Contractor.
- v). Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi). Non-compliance to any contractual condition or any other default attributable to Contractor.

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

Risk & Cost amount against balance work shall be calculated as follows:

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

Where,

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

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

H = Overhead Factor to be taken as 5

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

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

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

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

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

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

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

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

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

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

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

- i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii). Let the value of executed work till the time of termination of contract = X
- iii). Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y

- iv). Delay in executed work attributable to contractor i.e.  $T2 = [1 - (X/Y)] \times T1$   
v). LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

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

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

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
  - b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
  - c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
    - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
    - ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
    - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.
- 2.7.4** To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.
- 2.7.5** To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the GCC.
- 2.7.6** While every endeavor will be made by BHEL to this end, they (BHEL) cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.
- 2.7.7** BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:
- i) suspension of work(s) at a Project either by BHEL or Customer,  
or
  - ii) where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months

In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding

on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to get the balance works done at the Risk & Cost of the Contractor. Duration of the contract/time extension shall be revised suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

**2.7.8** In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract in any of the following cases:

- a) The balance works (including but not limited to Trial Operation, PG Test etc.) are minor vis a vis the scope of work envisaged as per the contract.
- b) There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL).
- c) The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor.

At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone/stage payments like Trial Operation/PG Test etc.) as decided by BHEL, shall however be reduced from the final contract value.

**Note:** The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract as per clause no. 2.7.8 (b) above.

**2.7.9 LIQUIDATED DAMAGES/PENALTY**

At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor alone, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/levied for the portion of time extensions solely attributable to contractor and recoverable from the dues payable to the contractor.

If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period for which LD is applicable shall be worked out based on portion of time extension granted solely attributable to contractor at the end of the contract. Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Manday rate basis, Supplementary/ Additional Items and PVC.

In case of LD recovery, the applicable GST shall also be recovered from contractor.



**2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.**

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

- 2.8.1** As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
- 2.8.2** The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- 2.8.3** The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.
- 2.8.4** The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V or as applicable) issued by the Principal Employer/Customer.
- 2.8.5** The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 2.8.6** Not Applicable.
- 2.8.7** Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- 2.8.8** The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- 2.8.9** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.8.10** The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

- 2.8.11** All the properties/equipments/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.
- 2.8.12** The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc. the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor.
- 2.8.13** In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract.
- 2.8.14** Any delay in completion of works/or non-achievement of periodical targets due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 2.8.15** The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.16** All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.
- The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.
- Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer.
- 2.8.17** The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose, if so called for.
- Contractor shall create awareness amongst their workforce by helping & encouraging in opening bank accounts and to encourage them to adopt digital mode of transactions. While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.



- 2.8.18** In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 2.8.19** Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.
- 2.8.20** The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Client whichever is earlier.
- 2.8.21** The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.
- 2.8.22** The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 2.8.23** The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
- 2.8.24** The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.
- 2.8.25** For all works having contract value of Rs. 5,00,000/- or above, BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the

company or during any works/ during working at BHEL Units/ Offices/ townships and premises/  
Project Sites.

c) Compensation in respect of each of the victims:

- i. In the event of death or permanent disability resulting from Loss of both limbs:  
Rs. 10,00,000/- (Rs. Ten Lakh).
- ii. In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)

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

**2.8.26** Contractor shall be fully responsible for their T&Ps and other material mobilized at site. In any case, BHEL shall not be liable for any damage/loss/misuse of any item(s) belong to the contractor.

## **2.9 EXECUTION PLAN, PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION**

**2.9.1** Not Applicable.

**2.9.2** Not Applicable.

**2.9.3** Not Applicable.

**2.9.4** Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works.

**2.10 TIME OF COMPLETION- Please see clause no. 6.0 of TCC.**

**2.11 EXTENSION OF TIME FOR COMPLETION :** Not Applicable

**2.12 OVERRUN COMPENSATION-** Not Applicable

**2.13 INTEREST BEARING RECOVERABLE ADVANCES-** Not Applicable

**2.14 QUANTITY VARIATION -** Not Applicable

**2.15 EXTRA WORKS -** Not Applicable

**2.16 SUPPLEMENTARY ITEMS –** Not Applicable

**2.17 PRICE VARIATION COMPENSATION -** Not Applicable

### **2.18 INSURANCE**

**2.18.1** BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.

**2.18.2** It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc.

against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.

2.18.3 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.

2.18.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.

## **2.19 STRIKES & LOCKOUT**

2.19.1 The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, BHEL shall have the right to get the work executed through any other agencies at risk and cost of contractor under Clause 2.7.

2.19.2 For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

## **2.20 FORCE MAJEURE**

2.20.1 "Force Majeure" shall mean circumstance which is: a) beyond a party's control, b) The party could not reasonably have provided against before entering into the contract, c) Having arisen, such party could not reasonably have avoided or overcome, and d) Is not substantially attributable to the other party. Such circumstances include but not limited to

- i) Exceptionally adverse climatic conditions at the site which are unforeseeable having regard to climate data available or published in the country for the geographical location of the site.
- ii) War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- iii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iv) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- v) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- vi) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- vii) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.

2.20.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities

of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

- 2.20.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
- 2.20.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- 2.20.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- i) Constitute a default or breach of the Contract.
  - ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 2.20.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Contractor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

## **2.21 ARBITRATION & CONCILIATION**

### **2.21.1 ARBITRATION:**

2.21.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the Power Sector Region issuing the Contract and 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. Within 60 days of receipt of the complete Notice, the Head of the BHEL Power Sector Region issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL Power Sector Region issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

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

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

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

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

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

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

**2.21.2 CONCILIATION:**

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

Notes:

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

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

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 with effect from the date as intimated by BHEL to it.

**2.21.3 No Interest payable to Contractor**

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

**2.22 RETENTION AMOUNT-** Not Applicable

**2.23 PAYMENTS-** Please see clause no. 7.0 of TCC.

**2.24 PERFORMANCE GUARANTEE FOR WORKMANSHIP –** Not Applicable

**2.25 CLOSING OF CONTRACTS**

The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines.

**2.26 SUSPENSION OF BUSINESS DEALINGS**

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

**2.27 LIMITATION ON LIABILITY:**

Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Agreement or the Work Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries arising out of Risk and Cost, recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.

**2.28 OTHER ISSUES**

2.28.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.

2.28.2 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

2.28.3 Unless otherwise specified in NIT, offers from consortium/ JVs shall not be considered.

2.28.4 BHEL may not insist for signing of Contract Agreements in respect of low value and short time period contracts like providing services for Hot water flushing, Chemical Cleaning, Transportation, Geo-Technical works, Hiring of T&Ps/ Vehicles/ Equipments etc. and work shall be executed as per the terms of LOI/LOA/Work Order. BHEL may not insist for signing of Contract Agreements in respect of works costing upto Rs. 2 lakhs (upto Rs. 5 lakhs in case scheduled completion period is not more than 3 months).