Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL Bhawan, Plot No. DJ-9/1, Sector- II,
Salt Lake City, Kolkata, WEST BENGAL, INDIA
Phone: 033-23398220, 23211690, FAX: 033-23211960

NOTICE INVITING TENDER (NIT)

OFFERS ARE INVITED FROM REPUTED & EXPERIENCED BIDDERS (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) THROUGH E-PROCUREMENT PORTAL https://bhel.abcprocure.com ONLY for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT. ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUE THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH.

Salient Features of NIT

S. NO	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	PSER:PUR:NBNB-S402:20 (ENQ:20:PP:0015:PUR:10) Date-27/05/2020	
ii	BROAD SCOPE OF JOB	Overhauling of LP Turbine, HP & IP Stop Valves & Control Valves, HP Bypass & Spray Control Valves, Governing System, MOP including inspection & OH of Turbine Bearings, MPI & NFT of last two Stage LPT blades and other associated jobs of Unit#2 & Unit#3, 250 MW each (KWU Design) at BRBCL- Nabinagar TPP, Bihar.	
iii	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at https://bhel.abcprocure.com) b) in BHEL website (www.bhel.com, CPP Portal): For tender view purpose only Start Date – 27/05/2020	*1.Applicable* *2. Applicable*
iv	DUE DATE & TIME OF OFFER SUBMISSION	Date: 06/06/2020, Time: 15-00 Hrs. (Offer to be submitted online only through e-procurement platform at https://bhel.abcprocure.com)	*Applicable*
v	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 06/06/2020, Time: 16-00 Hrs. (online only through e-procurement platform at https://bhel.abcprocure.com, participating bidders may witness the same online only)	*Applicable*
vi	EMD AMOUNT	INR 1,80,550.00 (Indian Rupees One Lakh Eighty Thousand Five Hundred Fifty Only) [To be submitted in the form and manner as mentioned below]	*Applicable*
vii	COST OF TENDER	--	*Not Applicable*
viii	LAST DATE FOR SEEKING CLARIFICATION	*Date: 04/06/2020 (UP TO 11:00 Hrs.)*	*Applicable*
ix	SCHEDULE OF Pre Bid Discussion (PBD)	If any, shall be intimated through Tender Change Notice (TCN)	*Not Applicable*
x	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	--	*Not Applicable*
xi	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendums & CPP portal →Tender Notice & E-PROCUREMENT PORTAL https://bhel.abcprocure.com) and not in the newspapers. Bidders to keep themselves updated with all such information.	*Shall be intimated to bidder*

The offer shall be submitted as per the instructions of tender document. Only One set of tender document (**in original, downloaded from website**) signed by authorised company representative of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender.**

For E-PROCUREMENT ASSISTANCE & TRAINING, M/s E-PROCUREMENT TECHNOLOGIES LIMITED HELPDESK PERSONS AS PER FOLLOWING: -

a) Mr. Swapnil Hamilton, Support Executive, Ph: +91 7968136867, e-mail ID: swapnil.h@eptl.in
b) Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in
c) Mr. Ankur Bhatt, Support Executive, Ph: +91 7968136823/ 9265562819, e-mail ID: ankur.bhatt@eptl.in
d) Mr. Prashant Rajyaguru, Asst. Manager – Implementation & Support, Ph: +91 7968136872, e-mail ID: prashant@eptl.in

or for any difficulty in downloading the tender from internet website, they should contact this office (Sr. Engineer, Purchase or SDGM, Purchase Phone no. 033-23398222/8220). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

1.0 Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.

2.0 Earnest Money Deposit (EMD) of **INR 1,80,550.00** (Indian Rupees One Lakh Eighty Thousand Five Hundred Fifty Only) in the form & manner prescribed in tender, shall be submitted by bidder as mentioned below, failing which the bidder's offer is liable for rejection.

SCAN COPY OF DOCUMENTS IN SUPPORT OF SUBMISSION OF EMD TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL OFFER IN M/s E-PROCUREMENT TECHNOLOGIES LIMITED E-PROCUREMENT PORTAL/PLATFORM. IN CASE OF EMD SUBMISSION THROUGH BANKER'S CHEQUE/PAY ORDER/DEMAND DRAFT, SAME TO BE SUBMITTED IN SEALED ENVELOPE (SUPERSCRIBING TENDER REFERENCE) TO HEAD-PURCHASE or DY. MANAGER/PURCHASE, BHEL BHAWAN, DJ-9/1, SECTOR-2, KARUNAMOYEE, SALT LAKE CITY, KOLKATA-700091, WEST BENGAL PRIOR TO LATEST DUE DATE OF SUBMISSION OF OFFER.

One time EMD of Rs. 5,00,000/- (Rupees Five Lakh only) for BHEL-PSER, SAS jobs will also be valid for all such PSER-SAS jobs. Parties/bidders who have submitted/submits One Time EMD (OEMD) in this Power Sector Region (i.e. BHEL-PSER) for Service After Sales (SAS) a sum of amount Rs. 5,00,000/- (Rupees Five Lakh only) are exempted from payment of E.M.D. on each such tender in that unit on case to case basis (evidence of deposit must be submitted in scanned copy and to be uploaded along with techno-commercial offer in M/s E-PROCUREMENT TECHNOLOGIES LIMITED portal/platform) will be exempted from submission of EMD with this tender. The followings may be noted:

In case the bidder deposits separate EMD as mentioned above, there will be no change

a) In existing clauses of this tender.
b) In case of bidders having one time EMD; one time EMD can not be used for SD purpose.
c) Security deposit shall be submitted as per provision of tender. **Security deposit shall cover the entire duration of work plus the performance guarantee period plus three months notice period prior to release of the same.**
d) **The EMD shall be enclosed with the Techno-Commercial Bid in the form and manner as mentioned above.**

This is an e-tender floated online through our E-Procurement Site* https://bhel.abcprocure.com. *The bidder should respond by submitting their offer online only in our e-Procurement platform at* https://bhel.abcprocure.com. *Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	1. Scanned copy of Covering letter of offer (To be attached in **Attachment** section). 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in **Attachment** section). 3. Scanned copy of Techno-Commercial Offer (To be attached in **Attachment** section). 4. Duly filled all annexures except price & unpriced format (To be attached in **Attachment** section). 5. Copy of records notes of Pre-Bid Conference, if applicable/ pre-bid MOM. (To be attached in **Attachment** section). 6. Copy of Tender change notice (TCN), if applicable (To be attached in **Attachment** section) 7. All supporting documents/ Annexures etc. as applicable (To be attached in **Attachment** section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in **Attachment** section).
PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ **Attachment** section).
UNPRICED PRICE BID	10. Price schedule –Unpriced but mentioning only **quoted / unquoted** against each item as per tender. (To be attached in **Unpriced bid Attachment** section)
PRICE BID	11. Duly filled in Price Schedule as per tender. (To be attached in price bid **Attachment** section) Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

A) Offer & documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.

B) All documents / Annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

4.0 No deviation with respect to tender clauses and no additional clauses/suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.

5.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also, BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

6.0 Since the job shall be executed at site, the bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including Law and Order situation, applicable Wage structure, Wage rules, present condition of machines etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.

7.0 For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.

8.0 BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.

9.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.

10.0 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/contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.

11.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

12.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.

13.0 **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 qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.**

14.0 While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.

15.0 **Validity of the offer shall be for Six months from the due date of offer submission (including extension, if any) unless specified otherwise.**

16.0 **Firm prices are to be quoted in whole rupees, in the place meant for price or on the price schedule enclosed as applicable for the full scope of work given in tender. The rates quoted must be in figures and words as well (Prices quoted must be workable too for the job involved). Prices quoted by the bidders should be inclusive of all taxes and duties leviable by any Statutory Authority for this job as on the date of the tender opening (excluding GST & BOCW Cess).**

17.0 Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.

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

19.0 Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.

20.0 ***"BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.***

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

22.0 ***The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.***

In case of enquiry through e-procurement portal/platform, the sealed electronic price bid (e-bid) is to be treated as sealed envelope bid.

23.0 ***If it is found that L1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).***

24.0 *Reverse Auction is the type of auction typically conducted to buy goods/items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact* ***HEAD/PURCHASE OR Sr. ENGINEER /PURCHASE, BHEL, KOLKATA****.*

25.0 ***However, if Reverse Auction process is not adopted or Reverse Auction is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the 'PRICE BID' and price impacts (if any), already submitted in e-procurement portal/platform, submitted by the bidder shall be opened for deciding the successful bidder, as per BHEL's standard practice. BHEL's decision in this regard will be final and binding on bidder.***

26.0 *Bidders are requested to note that the accepted/agreed tender terms (technical, commercial or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender.*

27.0 **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.**

28.0 **The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.**

29.0 **The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) 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.**

30.0 **The bidder may have to produce original document for verification if so decided by BHEL.**

31.0 Suspension of Business dealings with Suppliers/ Contractors: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-A.

32.0 Indian suppliers, falling under the purview of Public procurement (preference to make in India) order 2017 by Govt. of India, vide order no. P-45021/2/2017-B.E.-II dated 15th June-2017, & all subsequent clarifications can avail the intended benefits, as per provisions of the order subject to minimum local content shall be 50%, margin of Purchase preference shall be 20% & modality of preference to Make in India shall be as per aforesaid order.

Any Indian Bidder intending to avail the benefits as shall submit the requisite documents as per the aforesaid order.

33.0 For this Procurement, Public Procurement (Preference to Make in India) Order 2017dated 15.06.2017, 28.05.2018 and 29/05/2019 subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable.

34.0 "MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) /Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-B where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender .is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

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

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

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

35.0 **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:-**

i) Amendments/Clarifications/Corrigenda/Errata/Tender change notice (TCN) etc. issued in respect of the tender documents by BHEL
ii) Notice Inviting Tender (NIT)
iii) Price Schedule
iv) Scope of work & other details - Annexure-I, Annexure-BOCW, Annexure-SAS-I, Annexure-II, Annexure-III, Annexure for HSE & OHSAS and Special note to bidders.
iv) SPECIFIC TERMS AND CONDITIONS FOR SERVICES JOBS
v) GENERAL & SPECIAL CONDITIONS OF CONTRACT FOR SERVICES JOB

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published THROUGH E-PROCUREMENT PORTAL https://bhel.abcprocure.com and in website, www.bhel.com & http://eprocure.gov.in . As such, all the bidders are requested to be in continuous touch with these websites.

for BHARAT HEAVY ELECTRICALS LTD.

UJJWAL HOWLADER

Digitally signed by UJJWAL HOWLADER
DN: C=IN, O=BHARAT HEAVY ELECTRICALS LIMITED, OU=ROD Kolkata, PostalCode=700091, S=West Bengal, Phone=18769058dd6848516f006b4415f78f8ccc527f38f1e1a09d520014c7cc82ddf3, CN=UJJWAL HOWLADER
Reason: I am the author of this document
Location: your signing location here
Date: 2020-05-27 10:29:22
Foxit PhantomPDF Version: 10.0.0

Sr. ENGINEER (PURCHASE)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR-II, SALT LAKE CITY, KOLKATA – 700 091
	Phone no.	033-23398222, 23398223, 23398220, 23211690
	FAX no.	033-23211960
	E-mail ID	rajabali@bhel.in;ujjwalh@bhel.in; avijitpan@bhel.in
M/s E-PROCUREMENT TECHNOLOGIES LIMITED	**For E-PROCUREMENT ASSISTANCE & TRAINING, M/s E-PROCUREMENT TECHNOLOGIES LIMITED HELPDESK PERSONS AS PER FOLLOWING: -** 1) Mr. Swapnil Hamilton, Support Executive, Ph: +91 7968136867, e-mail ID: swapnil.h@eptl.in 2) Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in 3) Mr. Ankur Bhatt, Support Executive, Ph: +91 7968136823/ 9265562819, e-mail ID ankur.bhatt@eptl.in 4) Mr.Prashant Rajyaguru, Asst. Manager– Implementation & Support, Ph: +91 7968136872, e-mail ID: prashant@eptl.in	

FORMAT FOR NO DEVIATION CERTIFICATE

(To be submitted in the bidder's letter head)

To,
BHARAT HEAVY ELECTRICALS LIMITED,
POWER SECTOR – EASTERN REGION,
2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR-II,
SALT LAKE CITY, KOLKATA – 700 091
FAX – 033-2321-1960

JOB: "Overhauling of LP Turbine, HP & IP Stop Valves & Control Valves, HP Bypass & Spray Control Valves, Governing System, MOP including inspection & OH of Turbine Bearings, MPI & NFT of last two Stage LPT blades and other associated jobs of Unit#2 & Unit#3, 250 MW each (KWU Design) at BRBCL- Nabinagar TPP, Bihar".

E-Tender No.: PSER:PUR:NBNB-S402:20 (ENQ:20:PP:0015:PUR:10) Date-27/05/2020.

Dear Sir/Madam,

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

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT *and confirm our acceptance to* ***reverse auctioning process*** and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

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

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

PRE – QUALIFICATION CRITERIA

Job	**Overhauling of LP Turbine, HP & IP Stop Valves & Control Valves, HP Bypass & Spray Control Valves, Governing System, MOP including inspection & OH of Turbine Bearings, MPI & NFT of last two Stage LPT blades and other associated jobs of Unit#2 & Unit#3, 250 MW each (KWU Design) at BRBCL- Nabinagar TPP, Bihar.**

SL NO	CRITERIA
A	**PRE-QUALIFICATION CRITERIA**
1.0 (a)	BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM Rs 27.08 LAKHS DURING LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2019 AND SHOULD HAVE POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(c).
(b)	BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 31-03-2019. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2019 NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDER AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
(d)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	BIDDER SHOULD HAVE EXECUTED AT LEAST ONE JOB OF "ERECTION & COMMISSIONING OF STG & AUX. JOBS" OR "OVERHAULING OF STG & AUX. JOBS" OF AN UNIT OF RATING 190 MW OR ABOVE (**KWU DESIGN**) IN ANY UTILITY/ INDUSTRIAL PROJECT IN LAST 3 (THREE) YEARS, ENDING ON LATEST DUE DATE OF SUBMISSION OF OFFER. RELEVANT SUPPORTING DOCUMENTS FROM PURCHASER / END USER SHALL BE SUBMITTED.
NOTE FOR SL NO 2.0 ABOVE	
THE WORD EXECUTED MEANS: THE WORK SHALL HAVE BEEN COMPLETED UPTO SYNCHRONISATION EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED	
3.0	BIDDER SHOULD HAVE VALID PAN. RELEVANT SUPPORTING DOCUMENTS SHALL BE SUBMITTED.
4.0	NO CONSORTIUM / JV BIDDING IS ALLOWED FOR THIS TENDER.
5.0	CONSIDERATION OF OFFER WILL BE SUBJECT TO CUSTOMER'S APPROVAL OF BIDDER
6.0	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.
Note	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.

GENERAL INFORMATION:

VENDOR SHOULD FURNISH INFORMATION REGARDING PROJECTS IN HAND, DETAILS OF CURRENT LITIGATION AND ARBITRATION CASES, ORDERS REGARDING EXCLUSION/ EXPULSION OR BLACK LISTING, IF ANY.

CORRIGENDUM/EXTENSION (IF ANY) OF THIS TENDER WILL BE PUBLISHED IN WEBSITES.

INTERESTED BIDDERS MEETING THE ABOVE QUALIFYING REQUIREMENTS MAY DOWNLOAD TENDER DOCUMENTS FROM AFORESAID WEBSITE(S).

i)	DOWNLOAD OF TENDER DOCUMENT STARTS	**27/05/2020**
ii)	TENDER DOWNLOAD CLOSES ON	**06/06/2020 AT 15:00 HRS. IST**
iii)	LAST DATE OF SEEKING CLARIFICATIONS	**04/06/2020 UP TO 11:00 HRS. IST**
iv)	PRE-BID DISCUSSION **(IF REQUIRED**) ON	**N.A.**
v)	LAST DATE OF SUBMISSION OF OFFER	**06/06/2020 UP TO 15:00 HRS. IST**
vi)	DATE OF TECHNO-COMMERCIAL BID OPENING	**06/06/2020 AT 16:00 HRS. IST**

BHEL RESERVE THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF.

NOTE: PRE-BID DISCUSSION, IF TAKE PLACE, SHALL FORM PART OF THE TENDER DOCUMENT. NO CLARIFICATIONS/QUIERIES FROM THE TENDERERS AFTER 04/06/2020 (UP TO 11:00 HRS. IST) OR AFTER PRE-BID DISCUSSION (IF TAKES PLACE) SHALL BE ENTERTAINED BY BHEL.

ENCLOSURES: -

1. **SCOPE OF WORK, TAXES AND DUTIES & OTHER DETAILS: (ANNEXURE - I: 11 PAGES)**
2. **SPECIFIC CLAUSE WITH RESPECT TO BOCW ACT & CESS ACT: (ANNEXURE-BOCW: 01 PAGE)**
3. **ESSENTIAL CONDITIONS TO BE FULFILLED BY SUCCESSFUL BIDDER: (ANNEXURE-SAS-I: 01 PAGES)**
4. **TENTATIVE LIST OF T & P AND CONSUMABLES (ANNEXURE-II: 04 PAGE)**
5. **INPUTS TO BE ARRANGED BY THE CONTRACTOR (ANNEXURE-III: 01 PAGE)**
6. **SPECIAL NOTE TO BIDDERS: 02 PAGES**
7. **ANNEXURE-S CUSTOMER SAFETY: 127 PAGES**
8. **ANNEXURE FOR HSE & OHSAS: 16 PAGES**
9. **GENERAL & SPECIAL CONDITIONS OF CONTRACT FOR SERVICES JOB (23 PAGES)**
10. **SPECIFIC TERMS AND CONDITIONS FOR SERVICES JOB (14 PAGES)**
11. **NO DEVIATION CERTIFICATE AS PER PRESCRIBED FORMAT (ANNEXURE-IV)**
12. **PRE-QUALIFICATION CRITERIA (ANNEXURE-V)**
13. **DECLARATION OF THE BIDDERS (ANNEXURE-VI)**
14. **PRICE SCHEDULE**
15. **GENERAL TERMS & CONDITIONS OF REVERSE AUCTION (PART – D)**
16. **FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**
17. **FORMAT FOR PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)**
18. **RTGS FORMAT (REAL TIME GROSS SETTLEMENT)**
19. **SUSPENSION OF BUSINESS DEALING WITH SUPPLIERS/CONTRACTORS - ANNEXURE-A**
20. **FORMAT FOR CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD - ANNEXURE-B**
21. **FORMAT FOR DECLARATION FOR RELATION IN BHEL**
22. **FORMAT FOR SEEKING CLARIFICATION**
23. **FORMAT FOR DETAILS OF BIDDER**
24. **RTGS DETAILS OF BHEL-PSER FOR EFT BY BIDDER/CONTRACTOR**

ALL THE PAGES OF NIT SHALL BE DULY SIGNED BY THE BIDDER WHILE SUBMITTING THE OFFER.

PARTICULARS OF THE TENDER

A) E-TENDER NUMBER : **PSER:PUR:NBNB-S402:20 (ENQ:20:PP:0015:PUR:10) Date- 27/05/2020.**

B) WORK : **"Overhauling of LP Turbine, HP & IP Stop Valves & Control Valves, HP Bypass & Spray Control Valves, Governing System, MOP including inspection & OH of Turbine Bearings, MPI & NFT of last two Stage LPT blades and other associated jobs of Unit#2 & Unit#3, 250 MW each (KWU Design) at BRBCL- Nabinagar TPP, Bihar".**

C) TENDER SUBMISSION DUE DATE : **ON 06/06/2020 UP TO 15:00 HRS. IST**

D) TECHNICAL BID OPENING DATE : **ON 06/06/2020 AT 16:00 HRS. IST**

E) PRICE BID OPENING : ……...

F) VALIDITY OF OFFER : Six months from the due date of offer submission (Including extension, if any)

G) MOBILIZATION TIME : **As per Annexure-I**

H) COMPLETION PERIOD : **(As per Annexure-I)**

I) TARGET COMPLETION DATE : ……

J) The vendors should furnish the following documents for our scrutiny along with papers for pre-qualification for qualifying for price bid opening.

1) Credential / Experience certificates in line with Pre-Q & requirements in line with tender specifications
2) PAN NO & Photo Copy of PAN CARD.
3) Photo Copy of GSTN Registration Certificate.
4) Latest Banker's certificate for financial soundness.
5) Balance sheets & P&L Accounts for the preceding three years in line with Pre-Q.
6) Organizational chart
7) Relevant list of T&P held by the vendor earmarked for the tendered job
8) List of concurrent contracts held by the Contractor.

Facilities to be provided to contractors as described below:-

All T&P required / recommended for the work against this tender shall have to be mobilized by the contractor fully at their expense within the quoted price.

Any special T&P i.e. T&P made available by the manufacture of the equipment to the customer can be made available to the contractor free of charges subject to availability at site.

Any consumables required / recommended for the work against this tender shall have to be mobilized by the contractor fully at their expenses within the quoted price.

Regarding other facilities for the contractors the following table clarifies adequately. Vendors are expected to quote considering these without any deviations from the provisions of "Notice Inviting Tender".

Deviated offers are liable for rejection of price bid opening

a)	Water	**Free of Charges**
b)	Power	**Free of Charges**
c)	Storage Space	**Free of Charges**
d)	Covered Space	**Free of Charges**
e)	Uncovered Space	**Free of Charges**
f)	E.O.T. Crane	**Free of Charges**
g)	Operators for the above	**Cannot be provided**
h)	Residential accommodation	**Cannot be provided**
i)	Compressed air	**Free of Charges**
j)	Work shop facilities	**Cannot be provided**
k)	i) Mobile Crane/Hydra for heavy materials, if available	**Cannot be provided**
	ii) Operator for K (i)	**Cannot be provided**
	iii) Fuel charges for K (i)	**Cannot be provided**
l)	Other material handling equipment	**Cannot be provided**
m)	Trailor	**Cannot be provided**
n)	Sleepers	**Cannot be provided**
o)	Tarpulins	**Cannot be provided**
p)	Scaffolding materials	**Cannot be provided**

No advance is payable to the contractors for mobilizing the site. Any payment can be made only against running bills as per payment terms.

For & on behalf of
BHARAT HEAVY ELECTRICALS LIMITED

UJJWAL HOWLADER

Digitally signed by UJJWAL HOWLADER
DN: C=IN, O=BHARAT HEAVY ELECTRICALS LIMITED, OU=ROD Kolkata, PostalCode=700091, S=West Bengal, Phone=18769058dd6848516f006b4415f78f8ccc527f38f1e1a09d520014c7cc82ddf3, CN=UJJWAL HOWLADER
Reason: I am the author of this document
Location: your signing location here
Date: 2020-05-27 10:30:17
Foxit PhantomPDF Version: 10.0.0

Sr. ENGINEER (PURCHASE)

ANNEXURE-VI

DECLARATION OF THE BIDDERS

JOB: "Overhauling of LP Turbine, HP & IP Stop Valves & Control Valves, HP Bypass & Spray Control Valves, Governing System, MOP including inspection & OH of Turbine Bearings, MPI & NFT of last two Stage LPT blades and other associated jobs of Unit#2 & Unit#3, 250 MW each (KWU Design) at BRBCL- Nabinagar TPP, Bihar".

01. I, ……... hereby certify that all the information and data furnished by me with regard to this **E-Tender No. PSER:PUR:NBNB-S402:20 (ENQ:20:PP:0015:PUR:10) Date-27/05/2020.** are true and complete to the best of my knowledge.

02. I have gone through the tender specifications, scope of work, terms and conditions mentioned in Annexure as well as General and Special conditions of contract and various stipulations in detail and agree to abide by them and comply with the requirements and intent of specifications.

03. I also certify that there have been no deviations from the tender requirements in the bid submitted against this tender.

04. I further certify that I am duly authorized representative of the under mentioned tenderer and hold a valid power of attorney to this effect, a copy of which is enclosed.

Signature:

Name:

Date :

Designation:

Seal:

Tenderers Name and address

PART-D

General Terms & Conditions of Reverse Auction

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Process Compliance form **(Annexure-III of Business Rule Document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule)** before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, GST and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, **(as per Annexure-IV of Business Rule Document of Reverse Auction)** as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder. In case of tie for H1 bid (identical online sealed bids), 15 minutes' additional time shall be provided and all the participating bidders shall be informed by mail/message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
16. In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid shall also be considered and to be processed in line with 'Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012'.

Annexure-I

SCOPE OF WORK

Job Description: Overhauling of LP Turbine, HP & IP Stop Valves & Control Valves, HP Bypass & Spray Control Valves, Governing System, MOP including inspection & OH of Turbine Bearings, MPI & NFT of last two Stage LPT blades and other associated jobs of Unit#2 & Unit#3, 250 MW each (KWU Design) at BRBCL-Nabinagar TPP, Bihar

Job Duration (unit wise): 25 Days from BG Out to BG in. Start of work shall be certified by BHEL site engineer and shall commence from date of BG out or within 7 days from date of intimation by BHEL, whichever is later.

Mobilisation time (unit wise): Vendor shall start mobilisation within 7 days from date of intimation by BHEL.

Note: Job for U#2 & U#3 shall be executed in separate shutdown as provided by customer. Vendor may de-mobilise after completion the job of one unit and re-mobilize when shutdown of the other unit is given without any extra cost. Validity of the contract shall be one year from placement of LOI.

The scope under this specification is not exhaustive but indicative only. However, any activity covered under the normal course of overhauling job shall be deemed to be within the scope**. The scope shall also include, manpower assistance during trim balancing as may be required including post overhauling vibration signature analysis**. Time is the essence of this contract. Hence contractor must mobilize site with adequate manpower for round the clock 12 hours shifts work during the entire duration. Workmen will not be allowed to work more than 12hrs a day. Also adequate T&P, Consumables and inspection/measuring and monitoring devices are to be mobilized at site for two shift operations to avoid any hold up during execution of the work. Post overhauling and synchronization of the unit, observation for 72 hrs at stable load and attending all works to rectify defects if any, is included within the scope of work. Prior to mobilization of site list of work men shift wise with the concerned work area supervisor shall be finalized in BHEL-PSER, HQ.

In case any part of the job is not required to be carried out, a deduction will be effected as per percentage shown against those items.

	TOTAL (UNIT#2 & UNIT#3)	**(100.00%)**	
	SECTION-I: TURBINE & AUXILIARIES	**(50.00%)**	**(50.00%)**
A	**LPT MODULE OVERHAULING**	**(10.50%)**	**(10.50%)**
1	Loosening of L P outer casing parting plane joints bolts and removal of LP outer shell, dismantling of both end cone. .	0.25%	0.25%
2	Covering of condenser tubes from inside the condenser and prepare platform of LP casing joints plane. Jacking LP casing and necessary arrangement of platform. Arrangement of pipe & clamp cover is included in vendor's scope of work. Condenser spring locking and unlocking is in vendor's scope.	0.25%	0.25%
3	Loosening of joints plane bolts to remove LP inner-outer casing and LP inner- inner casing by heating process which is induction in nature. Arrangement of equipment with operator for the same is included in vendor's scope. Removal of LP inner-outer casing and LP inner- inner casing.	0.50%	0.50%
4	Record all necessary readings, roll check during dismantling of casing.	0.25%	0.25%
5	Inspection of LP turbine internals and record radial and axial clearances of fixed and moving blades and rotor gland seals. Removing of LP rotor and placing it on rotor support.	0.25%	0.25%
6	Thorough cleaning of bottom and top casing halves and the rotor. Alumina blasting cleaning of LP rotor, LP Rotor moving /LP stationary blades and top inner-inner, inner-outer casing etc. Supply of alumina (80 grit size), blasting nozzles/ other arrangements, enclosure including covering by tarpaulins and proper illumination / ventilation of enclosure is included in vendor's scope of work.	0.75%	0.75%
7	Thorough inspection of rotor and casing. D P test of rotor, blades and casing in the suspected area /zone.	0.25%	0.25%
8	Replacement / repair of damaged sealing rings of rotor and cylinder. Inspection and replacement of inter-stage fins as possible of LP Rotor, as per requirement.	0.50%	0.50%
9	Free & facial run-out measurement at both end of LP rotor and IP rotor (LP end) as may be required. Correction of face to achieve desired swing value. Arrangement of annular surface plate (considering spigot) for coupling face correction is in vendor's scope.	0.50%	0.50%

	Surface finish of surface plate should be 04 micron or less and it has circular hole inside to accommodate spigot.		
10	Visual inspection and DPT of steam inlet bellows, all LP extractions bellows, LP front and rear expansion bellows of the gland box. Arrangement DPT kit along with operator is under vendor's scope. Repair/Replacement of bellow (upto 2 nos.) as per requirement including arrangement of filler and welding rods. High pressure welding is also included in vendor's scope.	0.75%	0.75%
11	Ovality checking of LP inner-inner and inner outer casing, correction by grinding as per requirement. Inner-inner casing parting plane stud & cap nuts tightening by Induction heating equipment. Vendor has to arrange induction heating equipment with operator. Deformation and gap checking of inner-inner and inner-outer casing parting plane and correction by welding as per BHEL WPS & post welding treatment is included in vendor's scope of work	0.50%	0.50%
12	Placement of LP rotor inside bottom casing.	0.25%	0.25%
13	Boxing-up of LP inner- inner and inner- outer casing. Tightening of studs by Induction heating equipment. Vendor has to arrange induction heating equipment with operator	0.50%	0.50%
14	Roll check of LP rotor. Correction of internal radial and axial clearances	0.25%	0.25%
15	Boxing- up of LP outer shell.	0.25%	0.25%
16	Setting of gland boxes as per recommended clearances. Removal and replacement of gland segments and springs, re-fining and hand machining of gland seal segments as required. Cleaning of LP front and rear seal segments by alumina blasting. Checking and setting of clearances of jack bolts after 24 hours of synchronization.	0.50%	0.50%
17	Inspection of safety diaphragms and replacement if required.	0.25%	0.25%
18	Inspection of all balancing weight of LP rotor of both end, removal, assembly and replacement (if found damaged) of high density balancing weight. Hot-well cleaning after box-up of LPC. Opening and closing of Hot-well manhole.	0.25%	0.25%
19	Removal of LP last two stage blades (3L & 3R, 2L&2R as per tech cir. No X-68), cleaning of blades at root, assistance during NFT, matching as required to get improved NFT values, assembly of blade with technological pieces, removal of blades, final assembly of blades with clamping pieces and locking the blades etc. Replacement of defective blade, if required including its transportation from store.	0.75%	0.75%
20	Arrangement of NFT team along with operator, technological pieces, for measurement and rectification work for improvement of NFT value. Expert for blade root matching to be arranged by vendor.	1.00%	1.00%
21	MPI of all dismantled blades and rotor grooves, Arrangement of MPI kits (coil method) including operator is included in the vendor's scope Consumables for MPI (MAGNAFLUX or Equivalent) as required are to be supplied by successful bidder.	1.00%	1.00%
22	Inspection and cleaning of LP exhaust hood spray nozzles. Carry out DPT of LP exhaust spray line Weld joints & rectification of same by welding.	0.75%	0.75%
B	**TURBINE BEARING INSPECTION & OVERHAULING**	**(10.00%)**	**(10.00%)**
1	Assistance during pre-shutdown & post shut down inspection of the machine and recording the parameters.	0.25%	0.25%
2	Dismantling and re-assembly of turbine-generator enclosure as per requirement.	0.25%	0.25%
3	Opening of bearing pedestal covers and removal of bearings for inspection and recording of rotor and casing control dimensions.	0.25%	0.25%
4	Coupled run out and float of rotor system to be checked and recorded. Measurement of reference readings during dismantling and assembly	0.25%	0.25%
5	De-coupling and coupling of LP rotor, IP rotor, HP rotor and MOP. Final measurement of coupled run out and swing value.	0.25%	0.25%
6	Alignment check of turbine rotors and corrections.	0.25%	0.25%
7	DP test and ultrasonic test of turbine bearings, thrust pads for cracks in metal bonding. DPT & UT of spare bearings and thrust pads (in case of replacement) also included in vendor's scope.	0.50%	0.50%
8	Blue matching of torus piece with base plate to the extent possible at site. Replacement of bearings and thrust pads (if found not acceptable / damaged) by spares is included in vendor's scope.	0.50%	0.50%
9	Coupling of LP/GEN, LP/IP, IP/HP and HP/ MOP. Reaming and honing of coupling holes and replacement of coupling bolts including machining of coupling bolts outside plant if required.	0.75%	0.75%
10	Adjustment of bearing clearances and thrust float, boxing-up of all bearings, repair/ replacement and resetting of bearing yoke keys, pads and oil guard fins/sealing strips, oil guard ring set etc. as required.	0.25%	0.25%

11	Inspection of the clearance between the rotor and the oil guard ring is to be done. If it has exceeded the limit then the fins / sealing strips are to be replaced and machined in specialized work shop outside power plant to get the designed value. To & fro transportation of the items for machining outside the power plant is also included in vendor's scope. Machining of oil guard fins / sealing strip, pads, yoke keys etc. are included in vendor scope.	0.75%	0.75%
12	Servicing and adjustment of thrust bearing trip device, over speed trip device, barring gear system, emergency speed governor etc. as applicable. Servicing of over speed trip bolts. Servicing of hydraulic turning motor system including overrun clutch and replacement of damaged components as required.	0.50%	0.50%
13	Centering check, rolling check, axial bump check, swing check and Horn drop test of HP, IP & LP cylinder and correction as required, Fixing and Lubrication of all sliding keys and packers of the cylinders etc. maintaining proper clearances. Removal / dismantling and re insulation of damaged portion as required. Preparation for platform below HP and IP turbine, as required to carry out the job.	0.50%	0.50%
14	Dismantling of MOP, Inspection of bearings, seal rings, shaft impeller etc. and replacement of damaged parts including bearings, impeller etc. Machining of bearings in work shop outside the plant as required including to & fro transportation is included in scope.	0.50%	0.50%
15	Catenary checking of all pedestal & correction as per requirement. Arrangement of 07 numbers pot along with pipe lines included in vendor's scope.	0.25%	0.25%
16	Anchor plates matching for pedestals. Foundation bolts de-stretching & re-stretching / tightness checking as required of all bearing pedestal including generator and exciter foundation bolt. Stretching device arrangement to be done by vendor. Proper scaffolding to be carried out by vendor.	0.50%	0.50%
17	Oil flushing of turbine bearings, resetting of throttles including periodic cleaning of bearing filter, basket filter of MOT, thrust bearing duplex filters. Setting of JOP header pressure and checking of individual lift. Bearings normalization after oil flushing.	0.25%	0.25%
18	Putting the machine on barring gear with proper adjustment of jacking oil and Lube Oil pressure at bearings. Assistance during barring gear	0.25%	0.25%
19	Arrangement of four crane operators duly vetted by customer and BHEL site Engineer in-charge for round the clock basis during entire duration of work.	0.50%	0.50%
20	Arrangement of surface plate of 0.01 mm accuracy, 4nos. of 50 tonnes, 4 nos. of 25 tonnes & 4 nos. of 100 tonnes hydraulic jacks with pumping units in good working conditions	0.50%	0.50%
21	Assistance during adjustment of spring heights of TG deck before removal of components and during final alignment correction for spring deck system. Arrangement of Hydraulic jacks, scaffolding near spring deck as may be required. TG deck locking, adjustment, necessary correction, unlocking etc., catenary checking and correction as per requirement under supervision of **M/s GERB expert**. **Arrangement of GERB expert is excluded from the vendor's scope.**	0.25%	0.25%
22	Painting of LP outer casing, pedestals, GEN & Exciter, governing and LPBP rack with standard color code, Servomotors of HP, IP, HPBP & LPBP stop and control valves. (supply of paints included in vendor's scope).	0.75%	0.75%
23	Vendor has to arrange vehicle for sending materials to machine in workshop located at Sasaram (50 kms away from BRBCL) whenever it requires.	0.50%	0.50%
24	**Man Power Assistance shall be provided by vendor for followings:-** 1) Dismantling, cleaning, checking, refitting, assistance during calibration and reinstallation of the following:- i) All -turbovisory instruments mounted on turbine bearing enclosure (Bearing No 1 to No 7) related Brackets and related electronic modules mounted in field JB and / or control room (Turbovisory Panel) which includes • Axial Shift Probe (03 nos probes) and key phaser (01 no probe) • HP, IP &LP Rotor Expansion Measurement (03 nos probe) • HP & IP Case Expansion Measurement (02 nos probe) • Bearing Vibration Measurement(14 Nos probes) Absolute Shaft Vibration Measurement(14 Nos probes) • Turbine Speed pick-ups (4 Nos probes) and related electronics mounted in CJJ02 panel. All thermocouples of turbine bearings (Bearing No 1 to No 7) and JBs related to it. • Limit switches in turbine body, HPSV (L&R), HPCV (L&R), IPSV (L&R), IPCV (L&R) and CRH NRV, LPBPSV, LPBPCV (L&R). ii) Turbine Control Valve Position feedback transmitters- 6 nos (HPCV 1 &2, IPCV 1 & 2), LPBP (1&2). iii) All TSC thermocouples located in Turbine Body and Control / Stop Valves including their cables, JBs and panel mounted modules iv) All type of limit switches, pressure switches, solenoids and local gauges	0.50%	0.50%

	mounted on Turbine Governing racks. v) RTD, Thermocouples, Local Gauges and limit switches mounted in Turbine I Generator Body, Bearings and Valves. 2) Checking of various signals and signal conditioning in TSC Panel,· Logic checking in TSC DPU for correct display of TSC parameters in monitor (CRT). 3) Healthiness Checking & Rectification of faulty signals (in Local JB end as well as DCS Panel end) of Temperature Signals at Generator JBs and DCS Panel related to Generator Stator Core, Slot, Bar, Cold Gas, Hot Gas Temperature. 4) Calibration and checking of Electro-hydraulic converter. 5) C&I work at LP extraction valve. 6) Replacement of Faulty Items related to above in Sl. No 1 to 5.		
C	**HANGER INSPECTION**	**(1.25%)**	**(1.25%)**
1	Carry out hanger setting & adjustment of turbine area hangers of power cycle piping etc. Work to be done as under:- a) Making necessary scaffolding & approach platform for servicing. b) Hanger cold & hot readings are to be recorded. c) Checking of Freeness of hangers. d) Checking of fouling of hanger with the structure/wall e) Removal of welding of hanger support with surrounding structure for the purpose of temporary supports if any. f) Checking for any visual deviation of hanger elevation noticeable or looseness of hangers. g) Adjustment of necessary hangers & supports as per requirement. h) Any modification / rectification for the above job as required to be done by the vendor. i) Vendor has to depute one expert along with accommodation duly vetted by BHEL Site Engineer In Charge for a period 8 (eight) days for each unit for inspection and rectification of piping hanger & support		
D	**MS & HRH STRAINER REMOVAL, INSPECTION, CORRECTION AND RE- INSULATION**	**(1.50%)**	**(1.50%)**
1	a) MS strainers - 2 nos. for each unit b) HRH strainers - 2 nos. for each unit **WORK TO BE DONE AS UNDER: -** 1. Removal of steam strainers from the strainer housing by induction heating (heating equipment with operator to be arranged by vendor) after removing the insulation and cutting of the pipelines as required. 2. Removal of foreign element from strainer and cleaning. DP checking of weld joint between blanking plate & strainer mesh, rectification and repair of weld joint. New strainer element to be welded to the blanking plate, if required. 3. Measurement of radial clearance between Strainer body ID & Protecting ring OD. Readings have to be taken at four places to get correct ovality readings & to be recorded. 4. Preparation of DPT of strainer housing as per BHEL norms (Inside & Outside) 5. Re-assembling of steam strainers into the strainer housing as per the standard procedure and re-welding of all pipelines as per the drawing. This include cutting of the drain pipe, IBR welding, stress relieving, radiography, DPT, UT etc. Vendor shall provide welding rod, consumables & arrange necessary equipments with operator also. 6. Re-insulation including arrangement of insulation material is included in vendor's scope.		
E	**SERVICING OF CRH NRV WITH ACTUATOR**	**(0.75%)**	**(0.75%)**

	a) CRH NRV with servomotors - 1 set for each unit **WORK TO BE DONE AS UNDER: -** 1. Making necessary scaffolding & approach platform for servicing. 2. Removal of existing insulation cladding sheet and insulation in the top cover area of NRV. 3. Removal of oil pipe line from NRV servomotor, de-coupling of servomotor from valve spindle and removal of servomotor from position. 4. Opening the top cover of CRH NRV by making proper lifting arrangement and Removal of all internals like flap, spindle etc. 5. Cleaning of all internals including pressure seal area and checking for any erosion mark in gasket seating areas. 6. Carry out DPT as per requirement. 7. Repair and Replacement of defective component. Carryout necessary matching/lapping etc. 8. Build up and repair of eroded portion by grinding and matching/lapping. 9. Box up of NRV with new pressure seal gasket/ components etc. 10. Tightening of the cover to the required torque and hot tightening of the same after charging. 11. Fixing the servomotor in position, coupling the servomotor with NRV spindle and fixing of oil pipes of servomotor after servicing of servomotor. 12. Attending and rectification of leakages if any after charging. 13. Removal of temporary platforms and Scaffoldings. 14. Re-insulation including arrangement of insulation material is included in vendor's scope.		
F	**HP BYPASS SYSTEM, MAIN AND SPRAY VALVES WITH ACTUATORS (HYDRAULIC SERVOMOTOR)**	**(1.50%)**	**(1.50%)**
	a) HP bypass main valves with actuator (hydraulic servomotors) -02 sets for each unit b) Spray valves (BPE and BD) with actuators (hydraulic servomotors) -03 sets for each unit **WORK TO BE DONE AS UNDER: -** 1. Making necessary scaffolding & approach platform for servicing. 2. Changing of line filters. 3. Checking of nitrogen pressure and filling as necessary. 4. Oil pressure setting and adjustment as necessary. 5. Servicing of servomotors of BP, BPE and BD valves etc. 6. Dismantling of valves, lapping and blue matching etc. 7. Repair / replacement of damaged / worn out components, welding etc. 8. Assistance (manpower and providing consumable like welding rods, arrangement of high pressure welder) during seat cutting. Seat cutting agency will be arrange by BHEL. 9. Final assembly of valves and actuators etc. 10. Dismantling/assembly/calibration of valve strokes, C&I system and limit switches. 11. Cutting, connections of body spray line by TIG (root joint) and arc welding. DPT of welding joint. To reduce tension of spray line additional spool piece to be welded if required.		
Note	Vendor has to depute one expert along with accommodation duly vetted by BHEL Site In Charge for a period 10 days for HPBP valve & Hydraulic servomotor servicing and calibration, failing which an amount of Rs 7000/- per man day will be deducted.		
G	**TURBINE VALVES SYSTEM OVERHAULING**	**(2.00)%**	**(2.00%)**

	a) HP stop and control valve with servomotors - 2 Sets for each unit b) IP stop and control valve with servomotors – 2 Sets for each unit **WORK TO BE DONE AS UNDER:-** 1. Making necessary scaffolding & approach platform for servicing. 2. Removal of insulation as required. 3. Draining of oil from valve servomotor housing. Removal of oil pipelines and steam leak off lines. 4. Decoupling of valve and servomotor stem. Removal of servomotor and valve cover with valve cone. 5. Dismantling of servomotor and valves. Cleaning of all components, repair / replacement of damaged parts. Modification of valve bush and cone clearance, if found necessary. 6. Cleaning of servomotor pilot valve assembly. 7. Assembly of valve and servomotor as per the designed clearance after servicing. 8. Blue matching of all valves seats with seating. Lapping to be done with fabrication of lapping devices as per requirement. 9. Placement of valve and servomotors and coupling etc. Dismantling and assembly of C&I probes along with limit switch. Calibration and setting of the strokes. 10. Fixing of oil and steam lines. 11. Setting of valves characteristics. 12. Dismantling and fixing of position transmitter. 13. Checking of governing characteristic and recalibration as per protocols/ standard curves of BHEL. 14. Governing characteristics setting /adjustment after overhauling of servo valves (HP, IP, LP and CRH NRV/Extraction NRVs) including C&I works. 15. Servicing of HP and IP Control Valves servomotors and characteristics setting /adjustment after overhauling. 16. Manpower assistance is also to be provided for servicing of LPBP Hydraulic Power Pack and Hydraulic Actuator Cylinder Units. 17. Removal of temporary platforms and Scaffoldings. 18. Re-insulation including arrangement of insulation material is included in vendor's scope.		
H	**TURBINE GOVERNING RACK OVERHAULING**	**(0.50%)**	**(0.50%)**
	Vendor has to carryout following activities:- 1. Dismantling of individual components of Hydraulic speed Governor & over speed trip device. 2. Cleaning of components and assemblies. 3. Measure and record control dimensions of components as per drawing. 4. Replace damages components if any and replace all sealing elements as required. 5. The replacement of bellow items including brazing of bellow with end pieces/supports as per requirement. 6. Assemble individual assemblies in the respective assemblies. 7. Rectification/replacement and setting of both over speed trip mechanisms as per requirement. 8. Charge oil in rack one by one and attend to leakages if any. 9. Attend to defects if any during re-commissioning. 10. Re-commissioning of the governing system in totality including control system characteristics, valve operating characteristics and valves operation. Checking of governing system protections also included in the re-commissioning works. 11. Servicing of LP bypass water injection valves including servomotors 12. The ATT should be checked and rectify the problem if noticed.		
	SECTION-II: OVERHAULING OF GENERATOR AND SEAL OIL SYSTEM	**(18.00%)**	**(18.00%)**
A	**General activities**	**(4.50%)**	**(4.50%)**
1	Air leak test of Generator for checking of air leak through all bushing terminals, stator RTD terminal flanges etc.	0.25%	0.25%
2	Collection of materials from Customer O&M Store as per requirement & Shifting of all required fixture to carry out the overhauling from store to the site.	0.25%	0.25%
3	Dismantling and removal of TG/Exciter enclosures & hydrogen cooler, exciter coolers.	0.25%	0.25%
4	Removal of Jumpers of Phase & Neutral side Terminal Bushing & fitment of the same. Dismantling of all phase & neutral bushing for replacement of all O-rings / gaskets and replacement of bushing as required Coordination for HV test of all bushing and final assembly.	0.25%	0.25%
5	Check couple run out of L.P. - Gen. Rotors and de-couple. Check alignment and free run out after	0.25%	0.25%

	top half removal of bearings.		
6	Dismantling of exciter covers. Record Gen. Exciter Rotors coupled run out, swing check of Exciter Rotor, Decouple Exciter Rotor. Check alignment. Remove Exciter from bed.	0.25%	0.25%
7	Dismantling of oil and water pipelines.	0.25%	0.25%
8	Removal of end shield & fan shield of TE & EE and measurement of clearances & matching of fan shield if required.	0.25%	0.25%
9	Hydro test of hydrogen coolers and exciter coolers to be carried out. Plugging of the tubes to be done, if any leakage in the tube is found. Cooler testing hydraulic pump is to be arranged by the vendor.	0.25%	0.25%
10	Dismantling of generator bearings and record clearance / interference.	0.25%	0.25%
11	Dismantle Hydrogen seals, inner oil catchers after recording clearances. Remove top half end shields.	0.25%	0.25%
12	Record stator air gap, magnetic offset. Lower bottom half end shields.	0.25%	0.25%
13	Rotor thread out.	0.25%	0.25%
14	Inspection of bearings, Thrust pads, Hydrogen Seals, Oil catchers and end shield etc. Replacement of bearings, thrust pads and Hydrogen seals as required.	0.25%	0.25%
15	Conduct DPT & UT on bearings, thrust pads and hydrogen seals (including spare bearings and seals in case of replacement). DPT on LP –Generator coupling bolts. DP & UT of retaining ring of rotor.	0.25%	0.25%
16	Vendor has to depute one expert winder including accommodation duly vetted by BHEL site in charge for a period of 7 days for each unit.	0.75%	0.75%
B	**SEAL OIL SYSTEM:**	**(1.00%)**	**(1.00%)**
1	a) DPR-A and DPR-B valve checking and servicing b) LINE Flow meter, all pressure gauge and temperature gauge checking and replacement if found faulty. c) Seal oil tank cleaning and SOT float valve checking and servicing. d) Intermediate oil tank cleaning and float valve servicing. e) DPR-A & B final setting. f) SOST and all pipe and valve checking.		
C	Generator Stator :-	(1.50%	(1.50%)
1	Inspection of stator core overhangs and detection of any abnormalities and subsequent rectification of the fault.	0.25%	0.25%
2	Through cleaning of stator internals by laboratory grade acetone and markin cloth.	0.25%	0.25%
3	Straightening and matching of H2 cooler pipe lines connected with stator casing to make it proper leak-proof.	0.25%	0.25%
4	Heating and varnishing of Stator winding, Winding Guards, Fan Guard Covers, other insulating sheets etc. 16 nos. halogen lamp of 1000 watts each are to be arranged by the bidder within the quoted price for proper heating of stator and rotor. Varnishing of the stator is to be done with dry oxygen. Varnish & dry oxygen shall be arranged by vendor.	0.50%	0.50%
5	Assistance during NFT of O/H portion and corrections	0.25%	0.25%
D	Generator rotor:	(4.75%)	(4.75%
1	Cleaning of rotor and removal of paints from retaining rings and fan blades.	0.25%	0.25%
2	Conduct DPT and UT of retaining rings and fan blades in position	0.25%	0.25%
3	Gas tightness test of rotor. Required number of Nitrogen cylinder is to be arranged by vendor.	0.25%	0.25%
4	Attending leakage from CC bolts both inner and outer, rectification and replacement as required. Vendor has to arrange an expert technician(s) acceptable to BHEL Site Engineer for inspection of sealing washers of CC bolts. All T&Ps including Torque wrench (up to 1700 Nm) and consumables required for correction like Rubber compound K and Hardener T-37 to be arranged by the vendor. Required number of Nitrogen cylinder is to be arranged by the bidder.	1.25%	1.25%
5	Inspection of rotor wedges and balancing weights.	0.25%	0.25%
6	Polishing of bearing Journals by coir rope only.	0.25%	0.25%
7	Rotor coupling facial run out checking and correction. Blue matching of coupling face with surface plate as required. Arrangement of surface plate is under vendor's scope.	0.25%	0.25%
8	Erection of proper enclosure with fireproof tarpaulin for heating and varnishing of Rotor with dry oxygen.	0.25%	0.25%
9	Inspection of all phase and neutral bushings and repair / replacement as required Air tightness test of the bushings independently [outside]. Required number of Nitrogen cylinder is to be arranged by vendor	0.25%	0.25%
10	Box up hydrogen coolers, pipe lines and dismantled parts.	0.25%	0.25%
11	Glue injection on stator overhangs and dry out of stator winding, rotor winding and varnishing with dry oxygen cylinders.	0.25%	0.25%
12	Checking of RTDs and thermocouple and replacement only those wherever accessible.	0.25%	0.25%
13	Re-finning of inner & outer oil catchers for Bearing 5,6&7.Measurement of seal ring dimension value and if required than replacement of seal ring. Machining of seal ring and oil catcher within vendor	0.75%	0.75%

	scope		
E	Generator Assembly	(2.50%)	(2.50%)
1	Thread in of Generator Rotor and Assembly of bottom half end shields.	0.25%	0.25%
2	LP Generator Rotor alignment, reaming / honing if required. Coupling and CRO checking. Suitable hydraulic jacks, required for alignment is to be arranged by the party.	0.25%	0.25%
3	Refining of all oil catchers (outer and inner) of both side and subsequent matching of the parting planes. Machining of oil catchers and seal ring within the quoted price is in the scope of successful bidders.	0.25%	0.25%
4	Assembly of top end shields, inner oil catchers, winding guard, supports for insert covers etc.	0.25%	0.25%
5	Parting plane matching of all generator bearings, seal ring carrier (seal body)	0.25%	0.25%
6	Checking of all clearances of bearings, labyrinth rings, oil catchers, hydrogen seals etc. Replacement of cords / gaskets, scaling trips/ fins etc.	0.25%	0.25%
7	Assembly of hydrogen seals.	0.25%	0.25%
8	Injection of silicone sealing compound into end shields. Gun for injecting compound is to be carried out by the party and party has to arrange Silicone sealant RTV-732 (DOW CORNING or Equivalent)	0.25%	0.25%
9	Assembly of bearings ensures bearing pedestal insulation resistance.	0.25%	0.25%
10	Checking foundation bolts and re-tighten with suitable fixture.	0.25%	0.25%
F	Exciter	(3.50%)	(3.50%)
1	Cleaning and inspection of main exciter stator and rotor.	0.25%	0.25%
2	Cleaning and inspection of PMG.	0.25%	0.25%
3	Thorough Cleaning of diode wheel with compressed air and markin cloth and acetone and replacement of defective component if required. Removal and re-mounting of each diode and fuse .Diodes will be provided by customer.	0.25%	0.25%
4	Heating and varnishing of main exciter and PMG.	0.25%	0.25%
5	Checking foundation bolts of exciter bed and re-tighten with suitable torque wrench.	0.25%	0.25%
6	Box up of exciter	0.25%	0.25%
7	Placement of exciter assembly on foundation.	0.25%	0.25%
8	Alignment of Gen. Exciter rotors, swing check, correction and coupling. Torque wrench of proper rating for tightening is to be arranged by vendor.	0.25%	0.25%
9	Box up exciter bearing and pedestal after ensuring proper IR value between pedestal and earth.	0.25%	0.25%
10	Assembly of sealing walls, hoods, enclosures etc.	0.25%	0.25%
11	Assistance for oil flushing of bearing, adjustment of Seal Oil DP through PRV setting, checking of float of Seal Oil Vacuum tank.	0.25%	0.25%
12	Assistance in establishing seal oil.	0.10%	0.10%
13	Carrying out Generator air tightness test.	0.25%	0.25%
14	Assistance during Generator dry out and Generator bus duct connection.	0.15%	0.15%
15	Necessary modifications required for better performance of the components / sub-systems	0.25%	0.25%
G	**ASSISTANCE DURING ELETCRICAL AND MECHANICAL TESTS OF GENERATOR**	(0.25%)	(0.25%)
1	**Assistance during carrying out the following electrical tests on stator and rotor is within the scope of successful bidder.** Stator:- i) Stator wedge deflection test ii) ELCID test iii) IR/PI, DC resistance measurement iv) Tan delta test v) Partial discharge test. Rotor: - i) IR & PI of rotor ii) DC resistance measurement iii) AC impedance iv) RSO test Exciter:- i) Diode wheel checking, including diode and fuse. Removal and re-mounting of each diode and fuse ii) IR and PI of main exciter stator and rotor. iii) Pole Drop Test **NOTE: ARRANGEMENT OF TEST KIT ALONG WITH THE OPERATOR IS WITHIN BHEL'S SCOPE.**		
	SECTION-III: SAFETY COMPLIANCE & **ASSISTANCE DURING COMMISSIONING/SYNCHRONIZATION**	**(4.00%)**	**(4.00%)**
1	**Vendor has to deploy two nos. of safety officers having qualification of Diploma in Safety / customer for each unit on round the block basis to co-ordinate all above mentioned activities and to fulfil other statutory**		

	requirements. The safety officer should ensure daily safety talk, TBT etc. and submit Daily Safety Compliance Report(DSCR).		
2	**Vendor has to maintain necessary house keeping at BHEL SAS site office.**		
3	**ASSISTANCE DURING COMMISSIONING/SYNCHRONIZATION OF THE UNIT AND OBSERVATION FOR 72 HRS AFTER SYNCRONIZATION OF MACHINE FOR VIBRATION, BRG.TEMPERATURE, AXIAL SHIFT & OTHER PARAMETERS SHALL BE OBSERVED AT DIFFERENT LOADS OF TURBINE**		

INPUTS REQUIRED FROM SUCCESSFUL BIDDER

01. T & P AND IMTEs FOR PERFORMING THE SUBJECT JOB
02. Arrangement of scaffolding pipes & wooden planks for the purpose of platforms.
03. Electricity for welding and lighting, compressed air & water shall be arranged at suitable single point outlet and the agency shall arrange their own network for the total job.

General scope of work and terms:

01. Transportation of spares from Customer store to site and return to store if not used.
02. Transportation of special T& Ps, lifting tackles etc from Customer store to site and return to store after job completion.
03. Issuing and returning of materials from Customer store and returning back & material reconciliation.
04. General illumination is available but for carrying out overhauling job any illumination is required is to be arranged.
05. After completion of work, the area shall be cleared up to the satisfaction of BHEL Site Engineer in charge/ Customer. Disposal of scrap/ waste/ insulation generated while overhauling work to be disposed off at predetermined place as indicated by Customer by the bidder including transportation of the waste.
06. The contractor shall have to bear for the loss of any damage to the items belonging to Customer due to Improper handling / storing or improper fitting etc. and necessary recoveries will be made from the Contractor.
07. The contractor shall erect approach platform as per requirement and dismantle the same. Scaffolding material shall be brought by the contractor.
08. The contractor shall be fully responsible for maintenance of records of his employees.
09. Contractor shall engage his personnel round the clock and shall submit detailed work plan, bar chart, manpower deployment plan (in nos and skill level only) round the clock and work progress and these shall be discussed and agreed prior to commencement of the work.
10. Housekeeping: Maintaining proper cleanliness around the work area is the contractor's responsibility. The contractor has to depute separately identified persons exclusively for area cleaning.
11. Safety Requirements: All persons working shall strictly follow the Customer safety norms. Contractor shall be solely responsible for ensuring the safety of his all worker / employees.
12. Contractor shall provide and ensure the proper use of all safety gadgets (PPE) to / by his all employees / workers engaged for this work. Contractor shall provide following safety gadgets confirming to the IS norms: safety helmets, safety goggles, safety shoes, hand gloves, & safety belts. Failing to the issue or use of the safety gadgets based on the requirement or violation of safety norms will attract penalty as per customer / BHEL safety rule. Contactor shall arrange necessary safety gadgets/PPE for BHEL persons also.
13. The contractor shall ensure that safety related awareness training has been given to his all workers / employees at the time of start of contract and it is mandatory to obtain identity card for the same from Customer safety department.
14. Contractor to take care of safety exclusively of his workers / employees engaged for the subject work. Contractor shall also ensure that there shall not be any safety hazard to the persons / machines in the vicinity due to his activities.
15. All lifting tools and tackles to be used shall be having the valid test certificate (with proper identification mark on the tools) from government approved agency and the same shall be produced to Engineer before start of work.
16. Other Requirements: Contractor shall ensure that environmental related awareness training has been given to his workers / employees at the time of start of contract.
17. **Agency has to arrange their own incoming / outgoing Road permit for the T&Ps, materials, consumables etc required for the work.**
18. **Deployment of Safety Officer (round the clock) having qualification of Diploma in Safety / customer requirement for entire duration of the job.**

For all the above cases arrangement of Material handling equipment will be in vendor's scope

TAXES AND DUTIES:

1.1	**All taxes excluding GST with applicable cess &BOCW Cess (mentioned elsewhere in the Tender)**but including, Charges, Royalties, , any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.
1.2	Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.
1.3	**GST with applicable Cess, legally leviable & payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.**
1.4	The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
1.5	**Since GST on output will be paid by BHEL separately as enumerated above, bidder's quoted rates/ price should be after considering the Input Credit under GST law at their end.**
1.6	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
1.7	TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills.
1.8	Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following. BHEL GSTN – 10AAACB4146P1ZU NAME: Bharat Heavy Electricals Limited ADDRESS: BHEL-PSER, SAS Site Office BRBCL-Nabibanagar TPP Aurangabad, Nabinagar Bihar - 824303, India
1.9	Bidder to intimate immediately on the day of removal of Goods(in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances Portal Address – Shall be intimated later. And Email Address – Shall be intimated later. In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
1.10	In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
1.11	Bidder shall Comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.
1.12	Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
1.13	Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
1.14	**Way Bill:** Successful Bidder shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract. The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.
1.15	Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.

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ANNEXURE – BOCW

Specific clause wrt BOCW Act & Cess Act

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
7. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
8. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
9. It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
    (i) Number of Building Workers employed during preceding one month.
    (ii) Number of Building workers registered as Beneficiary during preceding one month.
    (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
    (iv) Remittance of Contribution of Beneficiaries made during the preceding month
10. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
11. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board, within the fifteen days from such deduction.
12. If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

ANNEXURE - SAS-1

ESSENTIAL CONDITIONS TO BE FULFILLED BY SUCCESSFUL BIDDER

01. Successful bidder has to arrange 6 copies of overhauling reports which will include various protocols with necessary data / MOMs / important correspondences / log sheets/ colour photographs etc. and the books shall be spiral bound with thick acetate papers in front and back along with BHEL logo printed suitably on thick art paper at the front.
02. Bidder has to arrange to provide PC with internet connection, with colour printer and Xerox paper as required for taking print out compatible with WINDOW vista version or, latest version loaded with necessary software, during entire period of execution of job at site , for preparing /maintaining / up keeping of various correspondences/ protocols/log shts. etc. . PC shall be operated by PC operator conversant with AUTOCAD and other softwares to be arranged by the successful bidder within the scope. All data thus stored during the execution of job shall be handed over to Resident Manager at site after the Overhauling for submission to Customer. In case vendor fails to provide the PC operator, Rs 8000/- per month shall be deducted from vendor's bill.
03. Successful bidder is to render services for proper up-keepment of BHEL site office as required. Full time office boy is required to be provided by the successful bidder at site for up keepment of site office.
04. After dismantling and during execution of the job, successful bidder has to suitably tag the components and sub-assemblies for trace ability and store properly before final assembly. This is as per Doc. Nos. PSER:PMX:002:94 & PSER:PMX:001:94.
05. Process control of Special Processes like Welding and Heat Treatment shall be carried by successful bidder as per Doc. Nos. PSER:QLY:001:99, PSER:QLY:001:94 (3 VOL) and PSER:QLY:003:99.
06. Proper segregation, identification, tagging and up-keep of all dismantled items at work site during job execution have to be done by successful bidder.
07. Successful bidder is to obtain necessary "No Dues" certificates before de- mobilisation from site.
08. Successful bidder is to comply with all the statutory and regulatory norms, rules and practices as applicable for the job/site.
09. Successful bidder shall provide valid calibration certificates for IMTEs, fitness certificates for T&Ps and Construction Equipment (e.g. wire ropes, hand operated chain pulley blocks, pulling and lifting machines, electric welding generators, arc welding transformers etc.). Calibration of IMTEs is to be arranged from the accredited agencies. Calibration certificates should have the traceability as per national/international standards. At work site the IMTEs, T&Ps and Construction Equipment shall be checked/tested/inspected by BHEL engineers. The procedure for fitness testing and storage preservation and maintenance of Construction Equipment and T&Ps shall be as per Doc. Nos. PSER:FEX:001:94, PSER:SAS(CAL):016:95 and PSER:FEX:002:94 available with BHEL site engineers.
10. Successful bidder should follow all safety norms at work site. The Doc. No.PSER:PMX: 004:94 in this regard is available with BHEL engineer at site.
11. Any NDT within the scope shall be as per Non-Destructive Examination manual (Doc. No. PSER: QLY:002:99 available with BHEL site engineer.
12. Provision of packaged drinking water facility at BHEL site office.
13. The successful bidder is to arrange a full set of First Aid kit for attending to manpower deployed by him at site as per requirement.
14. The successful bidder is to arrange extra illumination at work site to augment the existing site illumination if required to enable round-the-clock safe working.
15. Within the quoted price, the bidder has to arrange new set of utensils (cooking & serving), stoves, gas cylinders / gas oven , electric heaters , chairs , tables etc. including cooks / helpers for preparation of food for 5 to 6 nos. BHEL persons. The successful bidder will also be responsible for taking over and vacate the BHEL mess quarter. Bidder has to provide foods for the cook and helper.
16. Vendor shall submit shall submit daily job plan & progress report to the concerned BHEL engineer, review the programme from time to time.

ANNEXURE-II

TENTATIVE LIST OF T & P

Tentative List T&Ps for the job is mentioned below. Vendor has to arrange T&Ps as may be required for successful completion of the job. T&Ps are to be mobilized by vendor as and when required to match the work schedule & complete the job on time. BHEL has the authority to penalize the contractor suitably including termination of contract if the required/necessary T&P's are not mobilized in time for successful completion of job.

Sl. No.			Quantity
	MEASURING TOOLS		
1.01	Dial Indicator with Magnetic Base		6 sets
1.02	Dial indicator – button type and LASTWARD (3 mm travel, 25 mm dia dial with links for coupling alignment)		2 set each
1.03	Slip gauge upt 10 mm		1 set
1.04	Micro-head level, accuracy 0.1 mm per metre, 150 mm long		1 no.
1.05	Square level for leveling major parts for installation (accuracy 0.1 mm, 150 mmX150 mm)		1 no.
1.06	Vernier Caliper 150 mm and 300 mm		1 no. each
1.07	Set of spring caliper and divider(150 mm)		1 set
1.08	Zenith caliper for marking (150 mm)		1 no.
1.09	Steel Scale 150 mm, 300 mm, 1000 mm		2 nos each
1.10	Telescopic gauge up to 150 mm		1 set
1.11	Bore dial gauge up to 75 mm		1 set
1.12	Inside micrometer up to 1500 mm		1 set
1.13	Outside micrometer	0-25 mm	2 nos
		0-50 mm	1 no.
		50-200 mm	1 no.
		200-300 mm	1 no.
		300-400 mm	1 no.
		400-500 mm	1 no.
1.14	Taper Gauge up to 20 mm		1 no.
1.15	Taper gauge 0.1 – 10 mm		1 no
1.16	Feeler gauge 100 mm, 200 mm, 300 mm long (from 0.03 to 1.0 mm thick)		1 set each
1.17	Feeler strip 0.03 mm, 0.04 mm, 0.05 mm, 0.10 mm X 300 mm long		5 each
1.18	Thread Gauge M4 to M56		1 set
1.19	Depth micrometer 0-25 mm		1 no.
1.20	Surface plate 300 mm X 300 mm		1 no.
1.21	Combination set		1 no.
1.22	Ball pen gauge for 3 to 10 mm bore		1 set
1.23	Measuring steel tape 3 M, 15 M		2 each
1.24	500 V hand / motorized megger		1 no.
1.25	1000 V hand / motorized megger		1 no.
1.26	250 V megger		1 no.
1.27	$3\ ^{1}/_{2}$ Digit digital multimeter		1 no.

CUTTING TOOL

2.01	Tap set M 5 to M42 (including M27 & m 33)		1 set each
2.02	Die set M 14 to M 65		1 set each
2.03	Pistol Drill	6 mm	2 nos.
	-Do-	15 mm	1 no.
	-Do- with magnetic stand	19 mm	1 no.
2.04	Straight grinder GQ 4		3 nos.
2.05	Angle grinder AG 7 and AG 5		2 nos. each
2.06	Pistol grinder		1 no.
2.07	Flexible grinder with necessary accessories		2 nos.
2.08	Bench grinder 150 mm		1 no.
2.09	Hole punch up to 32 mm		1 set
2.10	Easy out up to M 24		1 set
2.11	Taper reamer up to 18 mm		1 set
2.12	Hand ratchet		2 nos.

LIFTING TOOL

3.01	Sling- 8 mm, 2.5 metre long tip to tip along with 150 mm eye at both end		1 pair
3.02	Sling 12 mm, eye at both end of 300 mm,	1.5 metre long	1 pair
		2.5 metre long	1 pair
		3.5 metre long	1 pair
3.03	Sling 19 mm, eye at both end of 450 mm,	2.0 metre long	1 pair
		3.0 metre long	1 pair
3.04	Sling 25 mm, eye at both end of 450 mm,	3.0 metre long	1 pair
		6.0 metre long	1 pair
3.05	Eye bolt 10, 12, 14 & 16		4 nos. each
3.06	Eye bolt 20, 24, 27, 36 & 42		2 nos. each
3.07	D-shackles pin dia. 10 mm, 12 mm		5 pairs each
	D-shackles pin dia. 20 mm, 25 mm, 32 mm, 36 mm & 44 mm		1 pair each
3.08	Ratchet hoist 0.5 T		1 no.
3.09	Chain block 2 T, 5 T		1 no. each
3.10	Manila rope 25 mm, 30 metre long		1 pair
3.11	Cotton rope 25 mm, 10 metre long		1 no.

OTHER T & P

4.01	Gas welding machine	1 set
4.02	Hand lamp with 30 metre cable	6 nos.
4.03	Switch board with 50 metre cord	2 nos.
4.04	Scissors-300 mm	1 set
4.05	Shim cutter – 350 mm	1 set
4.06	Magnifying glass – 75 mm dia	1 no.
4.07	Mirror with handle	1 no.
4.08	Vacuum cleaner	1 no.

4.09	Carpenter's saw	1 no.
4.10	Carpenter's chisel	3 nos.
4.11	Open "D" D.E. spanner 36X41, 41X46	2 nos. each
4.12	S.E. span "D" spanner 46, 50, 55, 65, 70, 75, 80, 85, 90, 95, 100, 105	1 no each
4.13	Slogging spanners 36, 41, 55, 65	2 nos. each
4.14	Slogging spanner 46 mm	4 nos.
4.15	Slogging spanners 50, 60, 70, 75, 80, 85, 90, 95, 100, 105	1 each
4.16	Box spanner set with straight handle, ratchet handle, universal extension piece – all heavy duty, up to 46 mm	1 set
4.17	Tubular spanner 20 to 46 mm	1 set
4.18	Allen key set 4 to 27	2 sets
4.19	Pipe wrench 150, 350 & 450 mm	1 no. each
4.20	Slide wrench 200 mm, 300 mm	2 nos. each
4.21	Spray gun for generator varnishing / painting with necessary high pressure hose	1 no.
4.22	High pressure air hose at least 30 metre long	1 no.
4.23	Tubular spanner	1 set
4.24	Gland packing remover	1 set

HAND TOOLS

5.01	Chisels (Chrome-Vanadium) 1 mm	6 nos.
5.02	Center punch (Chrome-Vanadium) small & big	1 each
5.03	Letter punch – 4 mm size	1 set
5.04	Number punch – 6 mm size	1 set
5.05	Bearing scrapper – half round and triangular	2 nos. each
5.06	Flat scrapper (made out of 1.5 inch power saw blades and pipes	8 nos.
5.07	Hammer 250 gms., 500 gms.	1 no. each
5.08	Hammer 1 kg., 2 kg.	3 nos. each
5.09	Hammer 5 kg.	2 nos.
5.10	Hammer 8 kg.	1 no.
5.11	Copper Hammer 2 kg.	1` no.
5.12	Lead Hammer 2 kg.	1 no.
5.13	Nylon mallet	3 nos.
5.14	Needle file	2 sets
5.15	Assorted file	4 dozens
5.16	Screw driver 150 mm, 300 mm, 450 mm (Taparia make)	2 nos. each
5.17	Tommy bar 32 mm X 1 metre	1 no.
5.18	Crow bar – big and small	2 nos. each
5.19	Hole bar (Assorted size)	4 nos.
5.20	Hacksaw frame (good quality)	2 nos.
5.21	Pliers, cutting nose, grip, O/S circlip, I/S circlip	2 nos. each
5.22	Magnetic needle for dust in small holes	1 no.
5.23	Oil stone (rough and smooth)	6 nos. each

5.24	H.S.S. 12 mm square section X 100 mm parallel bits (accurate with 0.01 mm in section)	2 nos.
5.25	Copper rod 12 mm dia., 25 mm dia., 50 mm dia., 300 mm length	1 pc. Each
5.26	Bench vice 150 mm	2 nos.
5.27	Channel lock 150 mm	2 nos.
5.28	Vice grip 150 mm	1 no.
5.29	Cutogen gas cutting set with hose, jubilee clamps and regulators	1 set
5.30	Hydraulic jacks (50 tons capacity)	4 nos.
5.31	Welding generators (with lead holder)	1 no.
5.32	Brazing torch set	2 no.
5.33	Cutting nozzle no 19, 20	2 no each
5.34	Hydraulic jacks (25 tons and 100 tons capacity)	4 nos. each

The above list of T&P's are not exhaustive but indicative only .Any shortage may be made up by the vendor as may be required for overall job completion.

ANNEXURE – III

LIST OF CONSUMABLES TO BE ARRANGED BY THE CONTRACTOR IN ADDITION TO THE NORMAL CONSUMABLES.

1) Dye penetration test kit	As may be required .
2) Emery paper (fine and coarse)	As may be required .
3) Emery clothes sheets.	As may be required
4) Eutectic electrode L & T – 670/680	As may be required.
5) All consumables as may be required for welding , brazing , gas cutting etc.	
6)Petrol ,Diesel	As may be required .
7)Rustolene.	As may be required .
8)25 mm thick planks X 200mm wideX 3000 mm long for keeping dismantled parts	
9)Asbestos cloth and asbestos powder .	As may be required
10)ACETONE.	As may be required
11)Stag B , Molykote,Holdtite,M seals,Hylomar,Selastic etc.	As may be required.

Any other consumables , supplementary requirement has to be provided by the vendor for successful completion of the job.

SPECIAL NOTE TO BIDDERS

01. LUMPSUM PRICE:

The bidders should quote lump sum price for the total scope of work mentioned in ANNEXURE– I Compliance to Annexure SAS – I is mandatory. If successful bidder fails for compliance of Annexure SAS I, then total expenditure towards the said items shall be deducted from the successful bidder's bill.

02. Successful bidder has to submit the following documents on and during execution of the job:

a) Labour license for the subject work.
b) Insurance coverage of the total workers engaged for the job.
c) Monthly wage certificate of the total work force.
d) EPF for the workers engaged.
e) Submit safety plan.
f) Submit bar chart / job completion schedule as & when asked for.
g) No due certificate from Nabinagar TPP / BRBCL personnel dept.

Successful bidder has to obtain "No Objection Certificates" from concerned depts. and P&A dept. of customer.

The scope under the specification (as per Annexure –I of scope of work) is not exhaustive but indicative only. However, any activity covered under the normal course of works mentioned in annexure-I at Nabinagar TPP / BRBCL shall be deemed to be within the scope.
Transportation of materials, T & Ps including Special T & Ps, lifting tackles etc. from Nabinagar TPP / BRBCL site stores to work spot as per requirement along with material reconciliation and also transportation of the T&P's / Instruments etc. from BHEL-KOL HQ / OTHER Eastern Region Sites to Nabinagar TPP / BRBCL site & back, is included in the scope of the vendor at their own cost. In case any part of the job is not carried out, a deduction will be effected as per percentage shown against those items.

03. Any related work not detailed under the above schedule of work but found essential for completion of the job has to be executed by vendor free of cost.

04. The vendor has to strictly comply with the SAFETY RULES & procedures of the Nabinagar TPP / BRBCL. It is suggested that the prospective bidders may visit & contact Nabinagar TPP / BRBCL to know further details of their safety rules before quoting their price.

05 Disposal of scrap/ waste/ insulation generated while overhauling work to be disposed off at predetermined place as indicated by Nabinagar TPP / BRBCL the bidder including transportation of the waste.

06. Defect liability period **(unit wise)** against bad workmanship shall be 6 (six) months from the date of commissioning/synchronization of the unit. During this period if any re work are required to be carried out, then the same are to be done by the successful bidder. The successful bidder shall be responsible for timely execution and quality of overhauling job and stand guarantee against any defect due to bad workmanship. Once defect is registered within defect liability period, the successful bidder has to rectify the same free of cost during next available opportunity.

08. **Security Deposit:** Vendor shall furnish security deposit as per clause no.1.8 of GENERAL & SPECIAL CONDITIONS OF CONTRACT [FOR SERVICES JOB] and clause no (D) of SPECIFIC TERMS AND CONDITIONS FOR SERVICES JOBS. Security Deposit shall be released to vendor after successful completion of defect liability period of six (06) months and this shall be read in conjunction with clause no.1.8.9 of GENERAL & SPECIAL CONDITIONS OF CONTRACT [FOR SERVICES JOB].

09. **Terms of Payment (unit wise):** Clause no (F), Sub clause 03(Terms of Payment), SPECIFIC TERMS AND CONDITIONS FOR SERVICES JOBS shall be read as bellow: -

a) 80% of the contract value plus BOCW cess (as applicable) but excluding the amount of GST shall be payable against submission of three progressive running bills. Each of the billed amount shall correspond to the quantum of job actually completed and to that effect the claim can be preferred based on percentage allotments (to be given in the work order) made. This, however, has to be certified by the resident manager / engineer of the site.

b) 10% of contract value value plus BOCW cess (as applicable) but excluding the amount of GST shall be payable on submission of statutory documents & 'no due certificate from customer's personnel department'.

c) Balance 10% of contract value value plus BOCW cess (as applicable) but excluding the amount of GST shall be payable after synchronization of the unit and on receipt of final payment by BHEL from Customer Nabinagar TPP / BRBCL & after confirmation of full GST Credit to BHEL. Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered for the Final Payment / Retention.

BHEL at its discretion may further split up the percentage break up given in billing schedule and effect payment to suit site condition, cash flow requirement etc. according to progress of work.

d) Applicable GST shall be released to the vendor upon compliance of following: -

i. Vendor declaring such Invoice in his GSTR-1
ii. Material Receipt Certificate (MRC)/ Engineering Protocol
iii. Confirmation of payment of GST thereon by vendor on GSTN Portal
iv. Above is subject to receipt of goods / service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

10. **EXTRA WORK RATES CURRENTLY BEING ADMITTED BY BHEL, PS-ER [Page-10, SPECIFIC TERMS AND CONDITIONS FOR SERVICES JOBS, clause no. A (a) & A (b)] shall be read as below:-**

a) Average single man hour rate including overtime if any, supervision, T&P, other site expenses and incidentals including consumables as certified by site-in-charge of BHEL.
Rs 60/- per man hour (Rupees sixty per man hour only)

b) Same as above (a) but excluding supply of consumables by vendor.
Rs 40/- per man hour (Rupees forty per man hour only)

ANNEXURE-S

SAFETY PROVISION RELATING TO CONTRACTOR

Note: Annexure-S shall be read in conjunction with "HSE & OHSAS" clause of the tender. In case of any conflict or inconsistency between "Annexure-S" and "HSE & OHSAS" clause of the tender, the provisions in the "Annexure-S" shall prevail and shall be binding on the vendor.

Annexure-B

Index

Appendix:

NTPC SAFETY RULES

FOR CONSTRUCTION AND ERECTION OF POWER PLANTS

INTRODUCTION:

NTPC Limited is a Maharatna organization taking lead in realizing the power dreams of the Nation with a vision "To be one of the World's largest and best power utilities, Powering India's growth". Safety is one of the prime concerns of NTPC and it always strives towards accident free construction, erection, commissioning, operation and maintenance of its power projects. In this process, NTPC has already formulated Safety policy and guidelines for smooth execution of all its project activities.

In order to strengthen the existing Safety Rules for Construction and Erection and thereby curbing the chances of accidents in Construction & Erection works at various projects of NTPC, the existing safety rules have been revised for strict implementation. These Safety Rules lay down the safety requirements for safe execution of project activities, responsibilities of the contracting agencies, and all concerned involved in Construction and Erection.

A. RESPONSIBILITIES OF CONTRACTORS FOR IMPLEMENTATION OF SAFETY RULES:

The Safety Rules for Construction & Erection as outlined hereunder, while setting out a broad parameter of safety norms, are not exhaustive. The contractor and his agencies are advised to refer to the following statutory provisions as amended from time to time for details and strict compliance therewith.

FOR GREENFIELD PROJECTS:

(a) Building and Other Construction Workers (regulation of employment and conditions of service) Act, 1996 (briefly referred to as BOCW Act),
(b) Building and other construction workers (regulation of employment and conditions of service) Central Rules, 1998 (briefly referred to as BOCW Rules) as adopted by the various State Governments,

FOR EXPANSION, MODIFICATION, ALTERATION AND, OR CONSTRUCTION ACTIVITY WITHIN AN EXISTING PLANT OPERATING AS PER APPROVED SITE PLAN UNDER THE FACTORIES ACT;

(a) Factories Act, 1948,
(b) Factories Rules, as adopted by the various State Governments
(c) BOCW Act
(d) BOCW Rules

The contractor is also required to ensure compliance with all the relevant Acts/Rules in addition to above.

It shall be incumbent on the contractor to ensure that the requirements of safety, statutory or otherwise specified, are fully met. Thus the onus of implementation of the norms so prescribed shall squarely rest with the contractor concerned or, on his behalf, his sub-contractor or any other agency deployed by him, indemnifying NTPC from all the liabilities that may arise out of any failure to comply with the above mentioned Acts/Rules or any contravention thereof by the contractor or any other sub-agency on his behalf.

Safety cannot be ensured solely through Rules and Regulations or Codes. It is the responsibility of the Contracting Agency to ensure that basic safety principles are incorporated in the planning stage of their mobilization, execution, installation of machines, equipment, storage, etc., and initiate and maintain *safety programs*. It is desirable to have a planned programme and secure adequate cooperation of senior management, EICs, sub-contracting agencies, supervisory personnel and workers involved to ensure the implementation of the provisions of these Rules in true spirit so as to achieve the ultimate goal of *accident prevention*.

It shall also be the responsibility of the contracting agency to provide amenities and safety requirements on each construction job in order to reduce or to eliminate hazards of construction activities and also to provided necessary *first aid* facilities as well as Ambulance van (in case of major agencies) for prompt transportation of injured persons to a physician or hospital.

It is also mandated that the authorized representative of NTPC, namely, the Engineer-in-charge, may, at his convenience, exercise such superintendence, supervision and, or control as may be deemed necessary, but this shall not absolve the contractor of his basic responsibility for strict compliance with the norms, standards and, or legal provisions as applicable under the Factories Act/Rules and the Building and other construction (regulation of employment and conditions of service) Act/Rules.

Section wise checklist of provisions of BOCW Act/Rules is given hereunder for ready reference of the contractor. (This list has been prepared in chronological order with primary importance to **S**ection of Act and secondary importance to **R**ules)
S - Refers relevant **S**ections in BOCWA
R - Refers relevant **R**ules in BOCWR

Sl. No.	ITEMS	RELEVANT SECTIONS / RULES IN BOCWA AND BOCWR AND RBOCWR
1	Registration of establishment	S – 7, R – 23 to 27
2.	Display of registration certification at workplace	R – 26 (5)
3.	Hours of work	S – 28 R – 234 to 237
4.	Register of overtime	S – 28; S – 29 R – 241(1) Form XXII
5.	Weekly rest and payment at rest	R – 235
6.	Night shift	R – 236
7.	Maintenance of workers registers and records	S – 30 R – 238
8.	Notice of commencement and completion	S – 46 R – 239
9.	Register of persons employed as building workers	R – 240
10.	Muster roll and wages register	R – 241(1) (a); Form XVI and XVII
11.	Payment of wages	R – 248
12.	Display of notice of wages regarding	R – 249
13.	Register of damage or loss	R – 241(1)(a); Form XIX, XX, XXI
14.	Issue of wages book	R – 241(2)(a); Form XXIII
15.	Service certificate for each workers	R – 241(2)(b); Form XXIV
16.	Display an abstract of BOCWA and BOCWR	R – 241(5)
17.	Annual return	R – 242; Form XXV
18.	Drinking water	S – 32
19.	Latrines and Urinals	S – 33 R - 243
20.	Accommodation	S – 34
21.	Creches	S – 35
22.	First-aid boxes	S – 36 R – 231 and Schedule III
23.	Canteens	S – 37 R – 244
24.	Food stuff and other items served in the canteens	R – 245
25.	Supply of tea and snacks in work place	R – 246
26.	Food charges on no loss no profit basis	R - 247
27.	Delhi BOCW welfare Board Rules	R – 250 to 296
28.	Safety committee	S – 38 R – 208

29.	Safety officer	S – 38 R – 209 and Schedule VII
30.	Reporting of accidents and dangerous occurrences	S – 39,R – 210
31.	Procedure for inquiry in to the causes of accidents	R – 211
32.	Responsibility of employer	S - 44 R – 5
33.	Responsibility of Architects, Project engineer and Designers	R – 6
34.	Responsibility of workmen	R – 8
35.	Responsibility for payment of wages and compensation	S – 45
36.	Penalties and Procedures	S – 47; S – 55
37.	Excessive noise, vibration etc.	R – 34
38.	Fire Protection	R – 35
39.	Emergency action plan	R – 36
40.	Fencing of motors	R – 37
41.	Lifting of carrying of excessive weight	R – 38
42.	Health, Safety and Environmental Policy	R – 39
43.	Dangerous and Harmful Environment	R – 40
44.	Overhead protection	R – 41
45.	Slipping, Tripping, Cutting, Drowning and Falling Hazards	R – 42
46.	Dust, Gases, Fumes, etc.	R – 43
47.	Corrosive substance	R – 49
48.	Eye Protection	R – 45
49.	Head Protection and other protection apparel	R – 46; R – 54
50.	Electrical Hazards	R – 47
51.	Vehicular traffic	R – 48
52.	Stability of structure	R – 49
53.	Illumination	R – 50; R – 124
54.	Stacking of materials	R – 51
55.	Disposal of debris	R – 52
56.	Numbering and marking of floors	R – 53
57.	Lifting appliances and gears	R – 55 to 81
58.	Runways and Ramps	R – 82 to 85
59.	Working on or adjacent to water	R – 86 & 87

60.	Transport and earthmoving equipment's	R – 88 to 95
61.	Concrete work	R – 96 to 107
62.	Demolition	R – 108 to 118
63.	Excavation and Tunneling works	R – 119 to 168
64.	Ventilation	R – 153
65.	Construction, repair and maintenance of step roof	R – 169 to 171
66.	Ladders and Step ladders	R – 172 to 174
67.	Catch platform and hoardings, chutes, safety belts and nets	R – 175 to 180
68.	Structural frame and formworks	R – 181 to 185
69.	Stacking and unstacking	R – 186 & 187
70.	Scaffold	R – 188 to 205
71.	Cofferdams and Caissons	R – 206 to 211
72.	Explosives	R – 212 & 213
73.	Piling	R – 214 to 222
74.	Medical Examination for building and other construction worker, Crane operator an Transport vehicle drivers	R – 81; R – 223(a)(iii) and Schedule
75.	Medical examination for occupational health hazards	R – 233(a)(iv)
76.	Charging of workers for Medical Examination	R – 223(b)
77.	Occupational health centres and Medical officers	R – 225 and Schedule X & XI
78.	Ambulance van & room	R – 226 & 227 and Schedule IV & V
79.	Stretchers	R – 228
80.	Occupational health service for building workers	R – 229
81.	Medical examination for occupational health hazards	R – 223(a)(iv)
82.	Emergency care services and emergency treatment	R – 232
83.	Panel of experts and agencies	Central Rule 250
84.	Power of inspectors	Central rule 251

B. RESPONSIBILITIES AND DUTIES OF WORKERS

(a) It shall be the responsibility of the worker to comply with the requirements of safety as laid down for him and the group of workers to which he belongs and fully cooperate in the discharge of the responsibility that has been assigned to the contractor.
(b) If he discovers any defects in the lifting appliance, lifting gear, lifting device or those concerning any transport equipment or other construction equipment or tools as well as the physical work conditions, he will report such defects promptly to his employer or NTPC Engineer or other person in authority;
(c) No building worker shall, unless duly authorized or in case of absolute necessity, remove or interfere with any fencing, guards, gangways, gear, ladder, hatch covering, life saving appliances, lighting or other things whatsoever required and provided for safety and health. If any of the aforesaid things is removed, the persons engaged in the work shall restore such thing at the end of the period during which its removal was necessary;
(d) Every worker shall use only means of access provided in accordance with the approved norms and no person shall authorize or order another to use such means of access or method other than those approved;
(e) Workers shall use such means of access and egress for going to and exiting from the workplace as provided.

SECTION - I
SAFETY MANAGEMENT

1.0 SAFETY MANUAL AND SAFETY POLICY:

1.1 The Safety policy of the contracting agency should reflect the commitment of the concerned agency towards safety and health of the workers specified for the particular site.

1.2 The Contractor shall have Safety Plan detailing the safety norms evolved through Safety Policy and Job Safety Analysis (JSA) or Hazard Identification & Risk Assessment (HIRA) of all package activities and constitute a Safety management program. Contracts shall also ensure POWRA (point of work risk assessment) before start of any activity.

1.3 The safety management programme in the form of Safety Manual shall give details of provisions proposed by the agency w.r.t. Job Safety Analysis (JSA) or Hazard Identification and Risk Assessment (HIRA) to ensure safety of the employees and elimination of health hazards. The Safety Manual including safety policy duly signed by the head/senior executive of the agency shall be submitted to the concerned Engineer-Incharge(EIC), NTPC before start of their project activities at site.

1.4 Each contracting agency shall have facilities for conducting the above safety management programme, commensurate with magnitude of the work under contract.

2.0 APPOINTMENT OF SAFETY OFFICER/SAFETY SUPERVISOR:

2.1 Each contracting Agency shall provide a sufficient number of qualified, suitable and experienced persons to manage all safety related matter on Site relating to the works. Irrespective of manpower employed by the agency whether temporary, casual, probationer, regular or permanent or on contract, Agency shall deploy a qualified Safety Officer/executive, responsible for carrying out the safety management programme before start of the work.

2.2 The safety officer shall create an organization, commensurate with the project activities, consisting of other staff as required for suitable deployment.

2.3 The schedule of requirement of safety personnel is given below.

No. of Workers	No. of Safety Supervisors	No. of Safety Officers
Up to 100	1	1
101 to 250	2	1
251 to 500	4	1
501 to 1000	6	2
1000 to 2000	6+ One additional supervisor up to every additional 250 workers	3
2000-3000	10+ One additional supervisor up to every additional 250 workers	4
3000-4000	14+ One additional supervisor up to every additional 250 workers	5
Above 4000	18 + One additional supervisor up to every additional 250 workers	5 + one safety officer up to addition 1000 workers

2.4 The qualification and experience of the safety personnel should meet the following criteria.

a) Safety Supervisor: (i) Possesses recognized degree in any branch of Engineering. OR
(ii) Diploma in any branch of Engineering with at least one year construction experience.

b) Safety Officer/Safety Executive: Qualification as given under BOCW Act/rules and minimum experience of three years.

2.5 In case contractor fails to employ the required safety professionals, the department may at the cost and risk of the contractor deploy additional/required safety professionals. The cost incurred towards this shall be deducted from contractor's bill at following the rates or actual whichever is higher.

l. Safety Engineer	Rs. 1500/day.
2. Safety Supervisor	Rs. 1000/day.

3.0 MEETING FOR SAFETY AFTER AWARD OF THE CONTRACT:

Representatives of contracting agency along with safety Officer/executive shall meet the concerned EIC of the particular activity prior to start of construction activities for the purpose of discussing safety standards and requirements applicable to the work under contract. The person representing the agency should be a responsible person for all their site activities.

4.0 PERSONAL PROTECTIVE *EQUIPMENT:*

4.1 The contracting agency should ensure sufficient inventory of personal protective equipment (PPEs) prior to initial mobilization as specified in the Bidding Documents. After identifying the need of the required PPEs for various activities performed at the site, an additional inventory of approx. 20% of required PPEs should be maintain during the execution of the work. A PPE plan shall be prepared which gives fair idea regarding issue of PPEs to various personnel as per the following 'PPE Selection Matrix'.

4.2 Mandatory PPEs: Wearing of Safety Helmet, Safety Shoes and reflective jacket is mandatory for all work at site and it should be ensured that all employees and project visiting personnel shall invariably wear safety helmet, safety shoes & reflective jacket.

PPE Matrix (apart from mandatory PPEs, i.e., Safety Helmet & Safety Shoes)

Activity	Type of Protection						Remarks, if any
	Hand	Eye	Ear	Body	Respiratory	Others	
Gas Welding & Cutting	LG	WG	-	LA	*SCBA/ OLBA	-	* for confined space
Electric Arc Welding	LG	HMWS	-	LA	*SCBA/ OLBA	-	* for confined space

Rigging	CG	SG	-				--
Working at Height	-	SG	-	DLFBH	-	*FAS	* for vertical columns
Grinding & Chipping	CG	FS / SG	-	LA	-	-	--
Working in High Noise	-	-	EP / EM	-	-	-	--
Handling of Cement Concrete	RG	SG	-	-	DM	-	
Blasting	CG	SG	EP*	-	-	-	* at noise area
Excavation	CG	SG	-	-	DM	-	*Gum boot in place of Safety shoe for foot
Chemical Handling	PVCG	CSG	-	PVCA	-	-	*Full body rubber suit with hood
Electrical and C&I	ERG*	SG	-	-	-	-	*For high voltages
Sand/shot blasting	CG	-	EP/ EM	CA	SAMH	-	

ABBREVIATIONS: *FS: Face Shield, CSG: Chemical splash goggles, HMWS: Helmet mounted welder's shield, GB: gum boot, DLFBH: Double lanyard full body harness, SG: Safety goggles, DM: Dust mask, SAMH L Supplied air mask/hood, EP/EM: Ear plug/Ear Muff, CG: Cotton hand gloves, LG: Leather hand gloves, LA: Leather apron, RG: Rubber gloves, PVCG: PVC Gloves, PVCA: PVC Apron, SCBA: Self-contained breathing apparatus, WG: Welding goggles, ERG: Electrical Rubber Gloves. OLBA : Online breathing apparatus*

4.3 The above-mentioned PPEs should be made available with contractor at site and issued to the concerned workers on the day of employment. All PPEs shall comply with ISI standards with valid test certificates.

4.4 At least two breathing apparatus sets (complying requirement as per IS: 10245) shall be provided at each site where excavation/tunneling works and Welding/ Cutting operations in confined areas are being carried out, to rescue the victims under exposure to harmful gases/vapors, if any.

5.0 SAFETY COMMITTEE:

5.1 *Safety committee* shall be formed within each contracting agency comprising of worker representatives with equal no. of management representatives as per the provisions of BOCW Act/rules. This committee in each agency shall meet at least once in every month. The safety officer of the concerned agency shall coordinate these meetings. NTPC Safety officer shall be special invitee for Safety Committee meetings. The safety committee functioning shall be in line with the provisions of BOCW Act/Rules.

5.2 Apart from the above, each agency shall organize safety meetings every day before start of day's work to educate & motivate the workers about the necessity of safety. Case study of accident/ incident can be shared in these meetings.

5.3 The contractor shall also regularly organize safety meetings for all job supervisors/foremen.

5.4 Weekly meeting with agencies' Safety Officers to be organized by safety department of NTPC and minutes to be recorded, circulated and compliance status to be checked on regular basis.

6.0 SAFETY MESSAGE PROPAGATION:

6.1 Contracting agencies shall arrange for display of safety hoardings depicting suitable safety cartoons/messages/ cautionary notices at appropriate places of project site to remind the workers to perform their duties safely. Minimum one safety message board/hoarding of appropriate size for every 10 workers to be provided and maintained by the concerned agency.

6.2 Apart from safety hoardings, each agency should maintain a safety bulletin board at all their work locations. Such safety bulletin boards should depict the activities being planned for the day, good practices, permit details etc.

6.3 Safety suggestion boxes shall be kept at each contractor's office at site for obtaining safety suggestions from the workers. Best suggestions should be implemented and may be rewarded suitably to encourage the workers for safety.

7. COMPETENCY OF EMPLOYEES:

7.1 Throughout the course of the contract, persons employed by agency shall be physically fit, qualified/experienced to perform their assigned duties/ jobs.

7.2 Employees shall not, knowingly be permitted to work in a manner that their ability or alertness is so impaired because of fatigue, illness or any other reason, that it may expose them and or others to injury.

7.3 No worker, vehicle operator shall be less than 18 years of age. And the vehicle operator shall have a valid license as per requirements of Motor Vehicle Act.

7.4 Contractor shall comply with all applicable state/central laws and codes related to employment of operators for Hoist, Shovel, Crane, Tractor, Bull-dozer, any other howling heavy equipment/vehicle.

8.0 SAFETY INDUCTION AND TRAINING :

8.1 Each worker deployed by the agency shall be given 2-days induction training which shall include the medical examination and instructions related to particular job, fire fighting, first-aid and reporting of accidents. All employees shall be given safety training as per BOCW Act/Rules.

8.2 The contracting agency shall also impart job specific skill based safety training to all its employees (Minimum one day) on various related safety topics using internal/external safety professionals/consultants as per the matrix given below. Record of such trainings and attendance particulars shall be maintained in a register for ready reference to statutory authorities/engineer-in charge.

TRAINING MATRIX:

Name of topic	Executives	Super visors	Skilled Workmen	Other Workers
Safety Induction	Y	Y	Y	Y
Accident_ Causes, factors, cost	Y	Y	Y	-
Industrial hazards & Accident Prevention	Y	Y	Y	-
Investigating, reporting, records	Y	Y	-	-
Personal Protective Equipment	-	Y	Y	Y
Construction Safety & Role of Supervisory personnel	-	Y	-	-
Permit to Work (PTW)	-	Y	Y	y
Statutory Provisions (BOCW Act/Rules, Factories Act 1948 etc.)	Y	Y	y	y
Material handling	-	y	Y	Y
Emergency Management	Y	Y	Y	-
Electrical Safety	-	Y	Y	-
Fire safety	Y	Y	Y	Y
First Aid & CPR (cardio pulmonary resuscitation)	-	Y	Y	Y (Selected)
Safety in Welding & Cutting	-	-	Y	-
Safety Audit	Y	Y	-	-
Safety in Lifting Tools & Tackles	-	Y	Y	y
Safety in Working at height	-	Y	Y	Y
Safety in Confined space work	-	Y	Y	Y
Defensive Driving	-	Y*	Y*	Y*

*for construction vehicle operators, helpers & crane operators Y=Yes

9.0 ID PASS

9.1 CLIMS (Contract Labor Information Management System) will be the criterion for entering or gate pass system if implemented at site.

9.2 The contractor shall ensure that all personnel working at site having a photo Identity card before they are engaged for any work and properly mentioned details like validity, Category/designation and work area etc. This ID card should be issued only after ensuring their screening test, medical fitness and safety induction training. Id card gate pass shall be indicated with 3 nos. of offence marks. With each offence the gate pass of concerned workmen/ supervisor will be punched giving on the spot indication of persons indulging in unsafe actions.

9.3 Drinking of Alcoholic beverages is strictly prohibited. Employees under the influence of any intoxicants, even to the slightest degree, shall not be permitted to remain at work. Each contractor should maintain 'breath analyzer' to determine the intoxicated workers at site.

10 SAFETY AUDIT

10.1 Internal Safety Audit once in every six months by the contracting agency and external safety audit as once in a year by third party shall be conducted, with prior intimation to EIC and NTPC Safety Deptt. The external auditing agency should be reputed safety institution or a certified Safety Auditor under any statutory legislation. The audit report along with time bound action plan should be submitted to Engineer-in-charge and NTPC Safety Dept.

10.2 Apart from above, Electrical Safety Audit shall be conducted quarterly by a team comprising of Electrical engineer, Safety representative of contractor and NTPC Electrical Erection representative covering the following and submit the report to EIC.

i) Electrical incidents investigation findings and remedial measures implemented.

ii) Adequacy of power supply requirements

iii) Power distribution system in place

iv) Updated electrical single line diagram including the IP44 DBs arrangement.

v) Electrical protection devices – ELCBs, O/L protections etc.

vi) Earth or ground connection and earth pit maintenance details

vii) Education and training of electrical personnel undertaken

viii) Any other point appropriate to the site conditions.

11. SAFETY BUDGET

Every contracting agency should clearly estimate and allocate a separate budget head for safety requirements every year and make the safety activity plan for the year and submit to NTPC EIC & Head of Safety. Budget allocations should be practically adequate to the site safety requirements and the details shall be intimated to the concerned EIC and safety deptt. before start of the work under the contract and subsequently, every year by 15th of April. Engineer-in Charge in consultation with Head of Safety shall review and monitor the effective utilization of allocated budget for safety related activities by the Contractor.

12. REPORTING AND INVESTIGATION OF ACCIDENTS AND DANGEROUS OCCURRENCES:

12.1 **Reporting of accidents:** Notice of any accident (the prescribed format is annexed to the manual) to a worker at the building or construction site that

(a) Causes loss of life; or

(b) Disables a worker from working for a period of **48 hours** or more immediately following the accident;

Shall forthwith be sent by Telegram, Telephone, Fax, Email or similar other means including special Messenger within **four hours** in case of **fatal accidents** and **72 hours** in case of **other accidents**, besides the Engineer-in-charge, to:

I. The Regional Labour Commissioner (Central);
II. The Board with which the worker involved was registered as a beneficiary;
III. Director General of Building and other construction (regulation of employment and conditions of service) Act/Rules; and
IV. The next of kin or other relative of the worker involved in the accident;

12.2 Further, notice of accident shall be sent in respect of an accident which

(a) Causes loss of life; or

(b) Disables the injured worker from work for more that 10 days to

(1) The Officer-in-charge of the nearest Police Station;
(2) The District Magistrate or, if the District Magistrate by order so desires, to
(3) The Sub-Divisional Magistrate;

12.3 Where any accident causing **disablement that subsequently results in death**, notice thereof in writing of such death, shall be sent the Authorities mentioned above within **72 hours** of such death.

12.4 In case of an accident causing minor injury, first-aid shall be administered and that resulting in disability of **48 hours or more**, the injured worker shall be given first-aid and immediately transferred to a Hospital or other place for medical treatment.

12.5 All near-miss accidents shall be reported to NTPC Engineer In-charge and Safety Officer as per prescribed format.

12.6 **Reporting of dangerous occurrences:** The following classes of dangerous occurrences shall be reported to the Inspector having jurisdiction, whether or not any disablement or death caused to the worker, namely:

(a) Collapse or failure of lifting appliances, or hoist, or conveyors, or similar equipment for handling of building or construction material or breakage or failure of rope, chain or loose gears; or overturning of cranes used in construction work;

(b) Falling of objects from height;

(c) Collapse or subsidence of soil, any wall, floor, gallery, roof or any other part of any structure, platform, staging, scaffolding or means of access including formwork;

(d) Contract work, excavation, collapse of transmission;

(e) Explosion of receiver or vessel used for storage at pa pressure than atmospheric pressure, of any gases or any liquid or solid used as building material;

(f) Fire and explosion causing damage to any place on construction site where building workers are employed;
(g) Spillage or leakage of any hazardous substance and damage to their container;
(h) Collapse, capsizing, toppling or collision of transport equipment;
(i) Leakage or release of harmful toxic gases at the construction site;
(j) In case of failure of a lifting appliance, loose gear, hoist or building and other construction work, machinery and transport equipment at a construction site, such appliances, gear, hoist, machinery or equipment and the site of such occurrence shall, as far as practicable, be kept undisturbed until inspected by the Authorities;

12.7 Every notice given for fatal accidents shall be followed by a written report to the concerned Statutory Authorities and the Engineer In-charge in the specified Form annexed as Schedule, under acknowledgement.

12.8 Incident / injury statistics shall be maintained by all agencies cause wise.

12.9 Investigation of accidents and dangerous occurrences

Besides reporting, it shall be the responsibility of the contractor to constitute a team (members as per the gravity of the incident) of responsible person to thoroughly investigate all incidents involving near-miss accidents, lost-time and reportable accidents and dangerous occurrences with a view to finding out the causative factor, taking remedial measures and fixing responsibility, and make a copy of the investigation report along with action-plan, specifying a definite time-frame for implementation of the findings, available to the Engineer in-charge forthwith.

13. MEDICAL AND FIRST AID AMENITIES:

13.1 It is the responsibility of each contracting agency to ensure the availability of suitable arrangements at their work site for rendering prompt and efficient First aid to injured persons.

13.2 Arrange one trained and certified first aid for every twenty workers in each shift.

13.3 Ambulance with proper equipment for prompt transportation of the injured persons to a physician or a hospital shall be provided before start of the work in cases where 500 or more than 500 workers are employed. For smaller contracts, where less than 500 workers are employed, Contractor shall have a tie-up with suitable Agency for providing Ambulance with proper equipment for prompt transportation of the injured persons to a physician or a hospital in case of an Accident / Emergency. Further, Contractor shall submit a proof of the same to EIC/Safety Officer of NTPC.

13.4 Deploy one full time construction medical officer (qualification as per Schedule XI of BOCW Central Rules -1998) for cases where 500 or more workers are employed (upto one thousand workers) and one additional construction medical officer for additional one thousand workers or part thereof. For smaller contracts, where less than 500 workers are employed, Contractor shall have a tie-up with suitable Hospital / Nursing home in the vicinity of the

Project/Site where work is being executed, for providing adequate medical treatment by qualified medical officers and nursing staff, as and when required. Further, Contractor shall submit a proof of the same to EIC/Safety Officer of NTPC.

Notwithstanding anything stated above, Contractor/Agency shall strictly comply with the requirements of relevant BOCW Act/ BOCW Rules/ Factory Act/Factory Rules/ any other statutory Act/Rules/Law with regards to providing suitable medical facilities to the workers.

In case contractor fails to employ the required construction medical officer alongwith Additional staff, corresponding payment for the same shall not be made and/or necessary action as per provisions of the Bidding documents shall be taken by NTPC.

13.5 Additional staff including one nurse, one dresser-cum compounder, one sweeper-cum-ward boy with each construction medical officer for full working hours

13.6 The Telephone nos. of Medical officer, Hospital(s) or ambulance shall also be conspicuously displayed at each work site.

13.7 First-aid kits as approved by medical officer shall be provided at accessible points in the ratio of at least one kit for every 50 employees.

13.8 **Health Management:** The site manager shall implement health examinations for the working personnel on a regular basis.

Types of health examination	Target	Frequency
General health examination	All workers	Annual
Occupational health examination (Audiometric, PFT, Vision etc.)	Worker engaging in noise, dust, vibration, harmful light generating work	Annual
Occupational health examination (Vision)	Personnel involved in operation of Cranes, heavy vehicles	Annual
Occupational health examination (Vertigo/Height pass)	Workers engaged at Height Works	At the time of induction training and every year

14. TESTING & EXAMINATION OF LIFTING, TOOLS, TACKLES, PRESSURE VESSELS AND OTHER EQUIPMENT:

14.1 All the lifting equipment, tools, tackles, pressure vessels etc. shall be tested & examined as per BOCW or Factories Act and rules made there under.

14.2 The records & certificates of such testing & examination shall be maintained and readily available for reference to statutory authorities/engineer-in-charge.

14.3 Proper color coding system should be maintained and marking should be done accordingly on all lifting tackles.

14.4 Regular testing of ELCBs and RCCBs by competent electrician must be ensured by agencies and record should be maintained.

15. EMERGENCY MANAGEMENT PLAN

15.1 The contractor shall ensure that an Emergency Management Plan is prepared to deal with emergencies arising out of:

a. Fire and explosion;
b. Collapse of lifting appliances and transport equipment;
c. Collapse of building, sheds or structure etc.;
d. Gas leakage or spillage of dangerous goods or chemicals;
e. Drowning of workers, sinking vessels, and
f. Landslides getting workers buried; floods, storms and other natural calamities.

15.2 While arrangements shall be made for emergency medical treatment and evacuation of the victim in the event of an accident or dangerous incident occurring, the chain of command and the responsible persons of the contractor with their telephone numbers and addresses for quick communication shall be adequately publicized and conspicuously displayed in the workplace.

15.3 It is also required that there is a tie-up with the hospitals and fire stations located in the neighborhood for attending to the casualties promptly and emergency vehicle kept on standby duty during the working hours for the purpose.

15.4 It shall be the responsibility of the contractor to keep the Local Law & Order Authorities informed and seek urgent help, as the case may be, so as to mitigate the consequences of an emergency. Prompt communication to NTPC, telephonically initially and followed by a written report, shall be made by the contractor.

16. ENFORCEMENT OF SAFETY CODE, SAFETY RULES & REGULATIONS:

The Engineer-In charge shall ensure that the contractor is exercising at all times, reasonable and proper precautions for the safety of people at works and complying with the provisions of current safety rules and laws according to safety code and relevant statutes of state/central governments. In case of negligence or default, the agency shall be penalized suitably as per penal provisions of NTPC Safety Rules.

17. WORK PERMIT SYSTEM

17.1 The Contractor shall implement Work Permit system, which is a formal written system used to control certain types of work that are potentially hazardous. A work permit is a document, which specifies the work to be done, and the precautions to be taken. Work Permits form an essential part of safe systems of work for many construction activities. They start the work

only after safe procedures have been defined and clearance taken from respective NTPC EICs. Permits to Work are usually required in high-risk areas as identified by the Risk Assessments.

17.2 Examples of high-risk activities include but are not limited to:

i) Entry into confined spaces
ii) Cutting & welding
iii) Working at Height along with
checklist iv) Working on electrical
equipment
v) Heavy lifting operations
vi) Removal of grating/ Handrail / floor opening
vii) Material Shifting

The copies of recommended formats for reference is given in annexure-IV.

17.3 The permit-to-work system should be fully documented, laying down:

i) How the system works
ii)The jobs it is to be used for;
iii) The responsibilities and training of those involved; and
iv) How to check its operation;

17.4 A Work Permit authorization form shall be completed with the maximum duration period not exceeding 12 hours.

17.5 A copy of each Permit to Work (PTW) shall be displayed near to work are (on PTW Display board) in close proximity to the actual works location to which it applies.

18. ACCESS TO AND FROM THE WORKPLACE

18.1 Safe, clean, well lit, unencumbered access and egress to and from work areas shall be maintained at all times in normal operating conditions.

18.2 The number and location of accesses and egresses from and to the workplace shall be adapted to the number of people likely to be present at any time, and therefore to evacuate from the workplace in case of emergency.

18.3 If access and egress to work areas are restricted due to operational conditions (e.g. access restricted due to pressure testing, etc.), alternative access and egress ways must be implemented, so far as is reasonably practicable. If this is not reasonably practicable, all concerned organizations and persons must be informed of the access restrictions, and work scheduling must be adapted in consequence.

18.4 Temporary access to height or into ground openings shall be of purpose made material such as scaffolds, stair cases/towers and ramps, which incorporate guardrails .

19. INTERFERENCE WITH MOVING VEHICLES AND PEDESTRIANS

19.1 The circulation of vehicles and pedestrians must be segregated by establishing restricted areas, one way routes where possible, pedestrian crossing zones and designated parking areas.

19.2 The appropriate measures must be implemented in order to prevent collision between pedestrians and vehicles at pedestrian crossings. This may include, but shall not be limited to:
- Mirrors;
- Lighting;
- Speed bumps before the crossing point.

19.3 Vehicle and pedestrian ways shall be physically separated with Hard-barriers, so far as is reasonably practicable, and be indicated with signs.

19.4 When it is not reasonably practical to implement a physical segregation, pedestrians must maintain safety distance of at least 2 meters from moving/operating vehicles at all times.

19.5 Traffic rules must be made visible through signage and traffic stops, consistent with those used on public

19.6 Roads as per road safety requirement.

19.7 All pedestrians on Project sites must wear high-visibility garments.

19.8 Pedestrians (including banksmen) must wear high-visibility garments in all areas where trucks and other vehicles (forklifts, cranes, etc.) maneuver. These areas must be clearly signaled / marked (floor painting, Hard-barriers, signs, etc.).Additional points:

19.9 Competent banksmen must be used for operations involving reversing or maneuvering where space or view is restricted.

19.10 Drivers must only operate vehicles they are competent to drive and must follow the established traffic routes and comply with all site rules.

19.11 The maximum driving speed on site is 15 km per hour.

19.12 Drivers and passengers must not get on or off moving vehicles.

19.13 When driving a forklift, forks must be lowered, the mast tilted back.

19.14 Smoking, eating, drinking, using a mobile phone or using earbuds or headphones when driving a vehicle is strictly prohibited.

19.15 When the vehicle is not in use, it must be ensured that:

- The engine is stopped and prevented from unauthorized use (e.g.: starter key removed), brake applied (and with wheels chocked for heavy vehicles);
- All raised parts are lowered to the ground or put in a safe position (cranes);
- It does not obstruct emergency exits, other routes, fire equipment or electricity panels.

20. HOUSEKEEPING

The contractor shall ensure that their work area is kept clean, tidy and free from debris generated by their activities. All debris/scrap should be stored in separate bins. The work areas must be cleaned on a daily basis and a full cleaning session of each area shall be conducted on a weekly basis. All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye wash stations, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or otherwise disturbed, restricted or delayed.

21. STACKING AND STORAGE PRACTICE

Contractor Agency shall ensure stacked material is bonded on a stable and level footing capable of carrying the mass of the stack. Adequate clearances shall be provided between the sides of the stack and top to facilitate unimpeded access to service equipment like overhead wiring, cranes, forklifts and firefighting equipment, and hoses. Circular items shall be sufficiently choked with wedges not with odd bits of materials. Free-standing stacks of gunny bags and sacks such as Cement bags shall be stacked to prescribe safe stacking heights with layers formed for stable bonding, preventing slippage causing accidents. Stacking against walls shall not be permissible.

Contractor shall maintain the premises and surrounding areas in clean and clear manner with safe access and egress. There shall be sufficient and adequate storage racks, shelving, bins and pallets and material handling equipment to stack his construction materials such as Pipes, Structural and his construction enabling materials. Unwanted materials shall be promptly moved away for efficient material movement.

Any temporary store shed will be built in conformity with fire safety requirements. The stores must be provided with adequate lighting arrangement (Flame proof / intrinsically safe depending upon the Zone category) and must be equipped with sufficient fire extinguishing arrangement. “No Smoking” and other relevant signage must be displayed conspicuously at strategic locations and safety precautions must be strictly enforced.

All material should be kept at least 150mm above from the ground by providing wooden packing below. Maximum height of material stacking should not be greater than 3 meter. All loose material must be kept in wooden box or in sharp edge protected drum and material identification details to be displayed. Materials inside store room should be kept on scaffold rack.

Gas cylinder storage area must be 30m away from the hot work zone and separate storage facility must be available for empty and full cylinder with proper shed. Storage area must be design in a way that 6 meter distance between LPG/DA and oxygen maintained

22. CONFINED SPACES

All Confined Spaces belonging to Subcontractor shall be identified and clearly signed posted as a confined space forbidden to unauthorized Personnel at every entrance. A method for preventing entry must be established and maintained for all Confined Spaces. Physical prevention system (such as locks) is preferred.

Before commencing work in a Confined Space, the Subcontractor must obtain a Permit to Work from the relevant authority.

The following requirements shall be met at any time:

- Only competent and trained workers can participate to work in confined spaces (as a minimum as per local Law). A Confined Space Entry Log (or equivalent) must be used to identify the person inside the Confined Space at any time;
- Air Analysis tests must be carried out to determine if the Confined Space is oxygen deficient and/or contains flammable substances, toxic agents, carbon monoxide and/or harmful physical agents. The air shall be analyzed before starting work, during work and after work. Adequate ventilation must be provided;
- Working in the confined space without a watcher is strictly forbidden. An adequate means of communication is required and shall enable easy and clear communication:
- Between those inside the space,
- Between those inside the space and those outside,
- To summon help in case of emergency;
- Adequate emergency provisions must be in place. In particular, necessary rescue equipment must be ready, pre inspected and available. The arrangements need to be suitable and sufficient for the rescue of persons in the event of an emergency.

23. FIRE PROTECTION AND PREVENTION

Routine hot works should be described in the contractor Risk Control Plan .Non-routine hot works are submitted to daily hot works permits given by the relevant authority.

Full and unrestricted access to emergency exits, fire-fighting equipment, fire control and emergency vehicles shall be maintained at all times. The Subcontractor shall provide, install and maintain their own temporary fire protection against hazards they introduce to the Site (work areas, storage areas, and temporary facilities under their responsibilities).

Fire extinguishers shall be inspected at least annually by a certified person and visually inspected monthly and documented by the Contractor.

24. ELECTRICAL SAFETY

Personal authorization must be issued by Contractor Management (or formally designed delegates) likely to perform or supervise electrical works.

Without such an authorization validated by EIC, no Contractor's employee shall undertake electrical works.

No live work on high voltage or medium voltage is allowed. All high voltage and medium voltage electrical works must be performed on isolated equipment and only after verification of absence of voltage with suitable equipment. Low voltage and very low voltage live work is only allowed for measurement tests and checks of equipment. The below measures will be taken:

- Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level
- A Lockout and Tagout procedure must be applied prior to commencing any electrical work. Prior to commencing works on isolated equipment, a verification of absence of voltage with suitable safety test equipment must be performed.
- Energized panels will remain locked with a specific key or tool whenever they are unattended and tagged with the signs and warnings indicating the presence of danger. If not reasonably practicable, a restricted area delimited with physical barriers and supported by warning signs must be implemented around the opened equipment.
- Only qualified electrical Contractor Personnel may enter substations and/or transformer vaults and only after being specifically authorized by NTPC EIC.
- All joints (Both terminal and intermediate) in cable should be made using lugs and joint area should be crimped using crimping tools.
- All temporary connection should be provided through 30mA ELCB/RCCB using 3 core double insulated cable and only 3 pin industrial plug top will be used for connection.
- Zero energy verification needs to be ensured before any electrical operation using only VAV before working on a live circuit which has been isolated
- Only industrial type DB to be used for connection and weather protection shed needs to be provided for every DB and shed height should not be less than man height.
- Double earthing protection must be provided for every electrical equipment and earthing value should be less than 1 Ohm
- Deployment of trained, experienced & licensed electrician as well as licensed electrical supervisor must be ensured at site as per Rule-45 of the Indian Electricity Rules, 1956 ;
- EIC May perform screening/ competency test for all contractor electrical professions i.e. electrical engineers and helpers. Selection/ rejection of the personnel who appear for the screening is sole discretion of EIC
- Electrical helper who will be engaged in helping the electrician/ engineer must have minimum ITI certificate to be eligible for working with him
- All PPE' s used while being involved in electrical work must be as per IS Standards available for electrical work

25. COMPRESSED GAS CYLINDERS

Gas cylinders shall be securely stored and transported, and identified and used in line with the safety Requirements as per Gas Cylinder Rules -2106.

Hose lines shall be adequately protected, inspected and tested for leaks in line with the safety Requirements. Flash back arrestor /NRV must be used at both ends of the hoses and all hose should be free from damage and fixed properly preferably using crimping clamps. Leakage test must be done before every use by soap solution and physical inspection of hose must be carried out regularly. Only trolley attached with wheel will be used for cylinder transportation in which cylinders must be kept secured with chain. Only Industrial type regulator fitted with two stage double dial pressure gauze is allowed to be used.

26. LIFTING OPERATIONS

The Contractor shall prepare a lifting plan, checked and submit for authorization by contractor's competent authorized persons prior to any lifting operation and formally communicated to all persons undertaking the work.

All persons preparing, issuing lifting plans and all persons involved in lifting operations must be subject to formal competence checks by the contractor to ensure necessary training, experience and qualification prior to commencing work. The Subcontractor must ensure that their nominated Lifting Leader has appropriate qualifications.

Contractor lifting plans include:

The lifting methodology, step by step

The risk analysis of the operation including consideration for weather conditions and work environments (e.g.: proximity of hazards and obstructions to the load, consideration for overturning, load integrity) where appropriate and consideration for simultaneous operations and the measures taken to avoid conflicting tasks in the lifting area

The identification of the designated lifting area, the fall zone and the control measures to prevent access such as barriers, signs, etc.

The description of the type, weight, size, shape and center of gravity of the load and the method used for slinging, attaching and detaching the load with the availability of approved lifting points on load when necessary

The list of the certified and inspected equipment and lifting accessories to be used

The composition of the team required to perform the task (crane driver, rigger, etc.) with the needed qualifications and description of their roles and responsibilities including the intended communication method

Any Heavy equipment (crane, winch machine, etc.) manufactured less than 15 years from the current year shall be only allowed to be used at our project Site's. Pre-safety Inspection of the equipment by safety deptt. shall be done before mobilizing the equipment at our project site.

The contractor must ensure that a competent operational leader is formally appointed to supervise each lifting operation. All lifting plans must clearly define the specific roles and responsibilities for each person involved (e.g.: crane drivers, lifting coordinators and riggers) and must be checked and issued prior to lifting operation. Clear communication channels must be formally established and maintained between everyone involved in a lift with only authorized person giving instruction to the operator.

Special permission needs to be taken from NTPC EIC for tandem lifting and for any non-routine lifting operations must strictly adhere to the guidelines described in corresponding Standard / Procedures / Directive.

No employee of the contractor shall be positioned under a suspended load or between a suspended load and fixed objects.

All lifting equipment and accessories must have valid manufacturers certificates or thorough examination records and be uniquely identified, marked with the safe working load, listed in a register and subject to formal regular inspection as per EHS requirements and shall have valid certificates from a competent authority. Inspection before use by the operator is mandatory. All lifting hooks must have latch. All cranes shall be fitted with Automatic Safe Load Indicator (ASLI) and Anemo Meter.

The contractor shall operate and maintain cranes and hoisting equipment in accordance with manufacturers' specifications and limitations and the safety Requirements. All defective, non-inspected or unidentified (safe working load / identification number) lifting equipment or accessories must be either removed from site or physically prevented from use.

27. LOCKOUT TAGOUT ("LOTO")

Prior to performing work on Machines or Equipment, the Subcontractor shall ensure that all energy sources are isolated and verify the absence of residual energy (e.g.: by using specific voltage detecting device for electricity).

At any time, the contractor shall follow the Site-specific LOTO and Permit to Work rules. The contractor must ensure that all of their affected Subcontractor Personnel receive the necessary training. Lockout/ Tagout must be implemented before servicing and maintenance is performed on Machines and Equipment, which could unexpectedly start-up, become energized, or release stored energy exposing persons to a risk of injury, unless the works undertaken are performed using alternative measures that provide effective protection.

Absence of residual energy must be verified using the suitable equipment or process adapted to the machine and the kind of energy to be checked before start of work. *The contractor must procure suitable VAV instrument for verification of absence of voltage before implementing LOTO all by themselves*.

When the contractor is in charge of LOTO, each authorized person must be issued with an individual lock with a unique key. The contractor shall secure areas where energy sources have been de energized, so as to prevent the access of unauthorized personnel and erect suitable signs. All affected Personnel shall be notified.

Once an item of electrical equipment has been energized, an item of mechanical plant and/or System has been erected and released for Commissioning, no work will be allowed on such item of Equipment or System unless a valid Permit to Work (PTW) has been obtained from the relevant authority.

28. MONTHLY SAFETY REPORT

Agency has to submit the monthly safety activity report in the form of Lead-Lag indictor to NTPC Safety Deptt. Sample format attached as annexure –IV.

29. In case the Contractor doesn't adhere to any of the provisions of the NTPC Safety Rules for Construction and Erection of Power Plants, corresponding payment for the provisions not adhered, shall not be made and/or necessary action as per provisions of the Bidding documents shall be taken by NTPC.

SECTION-II

1. Safety at workplace and equipment

1.0 GENERAL PROVISIONS:

1.1. Housekeeping:

a. The contractor shall be primarily responsible for maintaining Good housekeeping and safety standards in the workplace;
b. Loose materials that are not required for use shall not be placed or left behind so dangerously as to obstruct workplaces or passageways;
c. All projecting nails shall be removed or bent to prevent injury;
d. Equipment, tools and small objects shall not be left lying unattended or unsecured from where they could fall or cause a person to trip;
e. Scrap, waste or rubbish shall not be allowed to accumulate in the site as these combustibles can create serious fire hazards and affect safe working;
f. Workplaces and passageways that become slippery owing to spillage of oil or other causes shall be cleaned up or strewn with sand, ash or the like;
g. Portable equipment shall be returned after use to their designated storage place.

1.2. Means of access and egress shall consist of

a. Adequate and safe means of access and egress shall be provided in all workplaces;
b. The means of access and egress shall be maintained in a safe condition;

1.3 Lighting and ventilation

a. All practical measures shall be taken to prevent smoke, fumes etc. from obscuring any workplace or equipment at which any worker is engaged;
b. Adequate and suitable artificial lighting shall be provided where natural lighting is not sufficient as per IS 3646 (Part II). The artificial lighting so provided shall not cause any incidental any danger, including that of producing glare or disturbing shadows;
c. To prevent danger to health from air contamination by dust generated during grinding, cleaning, spraying or manipulation of materials as also to provide protection against dangerous gases, fumes, vapours, mist, etc. effective arrangements shall be made for ventilation;
d. Workers shall be provided with suitable respiratory protective equipment, if it is not technically possible to have uncontaminated air. To this end, a study by a competent person shall be made to decide on the due protection. Sufficient illumination at all times for maintaining safe working conditions shall be provided where building workers are required to work or pass, and for passageways, stairways and landings such illuminations shall not be less a than 0.5 foot candles at the floor level;
e. Where natural lighting is not adequate to prevent danger, adequate and suitable lighting shall be provided as per IS: 3646 – Part II;
f. Artificial lighting shall not cause any danger due to a brightness greater than 10 foot candles per square inch, except where the angle of inclination from the eye to the source or the part pf the fitting as the case may be exceeds 20^0, including that of producing glare or disturbing shadows;
g. Where necessary to prevent danger to health from air contamination by dust from the grinding, cleaning, spraying, or manipulating of materials or objects, arrangements shall be made to limit the concentration of the pollutants by thorough ventilation, and dust generated due to movement of earthmoving machinery and other construction equipment, by spray of water in the area from time to time;
h. Adequate ventilation by the circulation of fresh air shall be maintained in such places where the concentration of pollutants is likely to affect the health of the workers;

i. Special care shall be taken to ventilate the workplace where gas cutting, welding or other operations involving generation of dangerous fumes, vapours, mists, gases etc is likely;
j. Where it is technically not possible to eliminate dust or noxious or harmful fumes or gases sufficiently to prevent injury to the health of the workers, the contractor shall provide suitable respiratory equipment like dust mask or gas/fume mask or breathing apparatus or other suitable respiratory equipment.

1.4. Dangerous and harmful environment:

a. When an internal combustion engine exhausts into confined space or excavation or tunnel or any other workplace where neither natural ventilation nor artificial ventilation system is adequate to keep the carbon monoxide content of the atmosphere below fifty parts per million, adequate and suitable measures shall be taken at such workplace in order to avoid exposure of building workers to health hazards;

b. No building worker shall be allowed to enter any confined space or tank or trench or excavation wherein there is given off any dust fumes or other impurities of such nature and to such extent as is likely to be injurious or offensive to the building worker or in which explosives, poisonous, noxious or gaseous material or other harmful articles have been carried or stored or in which dry ice has been used as a refrigerant, or which has been fumigated or in which there is a possibility of oxygen deficiency, unless all practical steps have been taken to remove such dust, fumes or other impurities and dangers which may be present and to prevent any further ingress thereof, from such workplace or tank or trench or excavation;

c. No worker shall be allowed to enter any such space unless a responsible person has certified it safe and fit for the entry of such building workers.

1.5. Fumes/gases due to Welding and gas-cutting operations: When welding or cutting operations are carried out in a confined space:

a. Adequate ventilation, by means of exhaust fans or forced draught, as the condition may require, shall be constantly provided; otherwise enough quantity of air shall be circulated by means of air compressors to dilute the contaminant within permissible limits;

b. Workers shall take necessary precautions to prevent unburned combustible gas or oxygen from escaping inside a tank or vessel or other confined space;

c. Welding or cutting operations on any container that has held explosives or where inflammable gases may have been generated, shall be undertaken after the container has been thoroughly cleaned by steam or other effective means; and

d. Gas-test shall be carried out ensure that the confined space is completely free from combustible gases and vapours.

1.6. Dust, gases, fumes

a. Concentration of dust, gases or fumes shall be prevented by providing suitable means to control their concentration within the permissible limit so that they may not cause injury or create health hazard to a building worker;

b. For protection against such hazardous substances, besides efficient and effective means of control, personal protective equipment like dust masks, breathing apparatus, other respiratory appliances, goggles, as the case may be, shall be provided.

1.7. Excessive noise:

a. Adequate measures shall be taken against the harmful effects of an excessive noise;
b. Use of earplugs/muffs and anti-vibration gloves shall be ensured to protect the workers from the impact of exposure to such dangers;
c. The noise level in no case shall exceed as prescribed in the concerned Rules and exposure in excess of 115 dBA over the period of a quarter of an hour cannot be permitted:

1.8. Corrosive substances:

a. All corrosive substances, including alkalis and acids, shall be stored and used by a person dealing with such substances at a building or other construction work in such a manner that it does not endanger the building worker and suitable protective equipment shall be provided by the employer to a building worker during handling or use of such substances at a building or other construction work and in case of spillage of such substances on the building worker, immediate remedial measures shall be taken;

b. While protection of the body could be ensured by use of corrosion resistant apparel/overalls, suitable goggles, gloves, apron, gum boots etc. shall be made available to all concerned personnel;

c. To deal with an accidental spillage of a corrosive substance on the body of a worker, the facility of eyewash fountain or water shower, as the case may be, shall be installed, within the easy reach of the workplace.

1.9. Eye protection:

a. Suitable personal protective equipment for the protection of eyes shall be provided and used by the building worker engaged in operations like welding, cutting, chipping, grinding or similar operations which may cause hazard to his eyes;

b. Goggles or face shield or welding screen with suitable shade of glass/filters etc shall be provided for the protection of the eyes.

1.10. Overhead protection:

a. It shall be ensured that at the building or other construction site, overhead protection is erected along the periphery of every building under construction that shall be of fifteen meters or more in height when completed;

b. Overhead protection shall not be less than two meters wide and shall be erected at a height not more than five meters above the base of the building and the outer edge of such overhead protection shall be one hundred fifty millimeters higher than the inner edge thereof or shall be erected at an angle of not more than twenty degrees to its horizontal sloping into the building;

c. It shall be also ensured that at the building and other construction work that any area exposed to risk of falling material, articles or objects is roped or cordoned off or otherwise suitably guarded from inadvertent entry of persons other than building workers at work in such area.

1.11. Lifting and carrying of excessive weight:

a. No building worker lifts by hand or carries overhead or over his back or shoulders any materials, articles, tools or appliances exceeding in weight the maximum limits as set out in the following table unless aided by any other building worker or a mechanical device;

b. No worker aided by other workers, lift by hand or carry overhead or over their back or shoulders any materials, articles, tools or other appliances exceeding in weight the sum total of the maximum limits as prescribed in the concerned Rules, unless aided by a mechanical devices:

1.12. Protections against fall of persons –

a. All scaffolds/working platforms at height of two metres or more shall be fenced;
b. All guard-rails for the fencing of floor openings, gangways, elevated workplaces shall be made of sound material, good construction and possess adequate strength and be between 1 m and 1.5 m above platform level, consist of two rails (two ropes or chains may be used if they are sufficiently taut) and supporting stanchions;
c. Intermediate rails, ropes or chains shall be midway between the top and lower of edges of the top rail;
d. Sufficient number of stanchions or standard poles or uprights shall be maintained to ensure the required stability and resistance;
e. Guard-rails shall be free from sharp edges and be maintained in good repair;
f. Floor openings through which persons could fall, shall be guarded by covering or fencing;
g. If the means of protection is removed to allow the passage of persons or goods or other purpose, the same shall be replaced as soon as possible, while making temporary arrangements for reasonable degree of safety in the meanwhile;
h. Covers for floor opening shall be safe to walk on and if vehicles operate thereon it shall be safe for the same. This will require the contractor to have prior assessment of expected loads;
i. Cover for floor opening shall be secured by hinges, grooves, stops or other effective means against sliding, falling down or lifting out or any other inadvertent displacement;
j. Covers for any openings shall not constitute any hindrance to traffic and, as far as practicable, be flush with the floor;
k. If covers constitute as grids, the bars shall be spread not more than 5 cm apart;
l. Elevated workplaces at more than 2 m above the floor or ground shall be protected on all open sides by guardrails. It is commonly observed that fragile barricade tapes are used as a substitute of a strong and dependable fencing. This practice is prohibited. The barricade tapes can be used as markers/route guide only;
m. Elevated workplaces shall be provided with safe means of access and egress such as stairs, ramps or ladders according to suitability;
n. Persons employed at elevated workplaces or other situations at more than 2m from which they may fall, shall be protected by means of adequate safety nets, or platforms, or be secured by

safety belts with the lanyard properly anchored above the head level of the user. All possible effort shall be made to have strong and dependable mechanical arrangement.

1.13. Protection against fall of objects and materials:

a. Materials and objects such as scaffolding materials, waste materials or tools shall not be thrown up or down from heights, as they are liable to cause injury;
b. If materials and other objects cannot be safely lowered from heights, adequate precautions such as the provision of fencing, lookout men or barriers shall be provided to protect any person from injury.

1.14. Protection against entry of unauthorized persons:

a. Construction zones in the site and built up areas alongside main traffic routes shall be barricaded;
b. Unauthorized persons shall not be allowed access to construction sites and visitors shall be provided with the required protective equipment and it be ensured that they use them effectively.

1.15. Head protection and other protection apparel:

Every building worker who is required to –

a. Pass through or working within the areas where there is hazard of his being struck by falling objects or materials, shall be provided with safety helmets of the type approved and tested in accordance with the national standards;
b. Work in water or in wet concrete or in other similar work, shall be provided with suitable waterproof;
c. Work in rain or in similar wet condition, shall be provided with waterproof coat with hat;
d. Workers using or handling of alkalis, acid or other similar corrosive substances shall be provided with appropriate protective equipment in accordance with the approved standards;
e. Every building worker engaged in handling sharp objects or materials at a building or other constriction work, which may cause hand injury, shall be provided with suitable hand gloves in accordance with the approved standards.

1.16. Stability of structures:

a. No wall, chimney or other structure or part of a structure shall be left unsupported in such condition that it may fall, collapse or weaken due to wind pressure, vibration or due to any other reason. Entry of persons into such locations where tall structures are being built shall be regulated without a let up.

1.17. Safety of Structures and equipment and other safety concerns

a. Safety of structures like scaffoldings, platforms, gangways/walkways, towers, stairs, ladders, ramps, safety in excavation, formwork, falsework, demolition work, storage, handling and use of explosives, inflammable substances and hazardous materials, gas cutting and welding, use of electricity etc.; and equipment viz. construction machinery, crushers and batching plant, boiler and other pressure vessels, transport and material handling equipment, lifting appliances, vehicles etc., shall be operated and maintained as per approved norms and –
   i. They shall be made of sound material and of good construction, free from patent defects, provided with adequate safe guards, properly maintained, periodically inspected and strong enough to withstand safely the loads and stresses to which they may be subjected;
   ii. They shall carry enough factor of safety bearing in mind that the possibility of their abuse, which otherwise shall be prevented by constant and adequate supervision, cannot be ruled out altogether;
   iii. It is incumbent on the contractor to ensure that only competent and authorized persons operate the equipment or attend to electrical and mechanical systems and repair of faults or breakdowns etc.
b. Working in the confined space may involve certain serious hazards. Strict adherence to the conditions of Permit-to-work issued for the purpose is required;
c. Control of energy sources shall be ensured through Log-out/Tag-out practices.

1.18. Slipping, tripping, cutting, drowning and falling hazards:

a. The contractor shall keep all passageways, platforms and other places free from accumulations of dust, debris or similar material and from other obstructions that may cause tripping;

b. Any sharp projections or protruding nails or similar projections which may cause any cutting hazard to a building workers shall be removed or otherwise made safe by taking suitable measures;

c. No contractor shall allow any building worker at construction work to use the passageway, or a scaffold, platform or any other elevated working surface which is in slippery and dangerous condition and shall ensure that water, grease, oil or other similar substances which may cause the surface slippery, be removed or sanded/saw-dusted or covered with suitable material to make it safe from slipping hazard;

d. Wherever building workers are exposed to the hazarded of falling into water, they shall be provided with rescuing arrangement from such hazard and if it is considered necessary, well equipped boat or launch manned with trained personnel shall be provided by the contractor at the site of such work;

e. Every open side or opening into or through which a building worker, vehicle or lifting appliance or other equipments may fall at a building or other construction work shall be covered or guarded suitably to prevent such fall except where free access is necessary by reasons of their nature of the work;

f. Wherever building workers are exposed to the hazards of falling from height while employed on such work they shall be provided by the employer with adequate equipment or means for

saving them from such hazards, Such equipments or means shall be in accordance with the standards as laid down;

g. Whenever there is a possibility of falling of any martial, equipment or building worker at a construction site relating to a building or other construction work, adequate and suitable safety net shall be provided in accordance with the above stipulation;

2.0 SAFETY IN MATERIAL HANDLING AND WASTE DISPOSAL

2.1. GENERAL PROVISIONS:

a. All building materials stored in tiers shall be stacked, racked, blocked, interlocked or otherwise secured safely to prevent sliding, falling or collapse and in an orderly manner to avoid obstruction of any passageway at the place of work. Piles of materials shall be stored or stacked in such a manner as to ensure their stability;

b. Maximum safe load limits of floors within buildings and structures in kg/cm^2 shall be conspicuously posted in all storage areas, except for floor or slab on gradient. Maximum safe load shall not be exceeded. Material or equipment shall not be stored upon any floor or platform in such quantity as to exceed its safe carrying capacity;

c. Ailes and passageways shall be kept clear to provide for the free and safe movement of material handling equipment or persons. Such areas shall be kept in good repair;

d. When a difference in road or working levels exist, means such as ramps, blocking or grading shall be used to ensure the safe movement of vehicles between two levels;

e. Material stored inside buildings under construction shall not be placed within 2 m of any hoist way or inside floor openings nor within 3.2 m of exterior wall which does not extend above the top of material stored;

f. Persons employed required to work on stored material in silos, hoppers and similar storage areas shall be equipped with lifelines and safety belts;

g. Non-compatible materials shall be segregated in storage;

h. Bagged materials shall be stacked by stepping back the layers and cross-keeping the bags at least every 10 bags high;

i. Materials shall not be stored on scaffolds or runways in excess of supplies needed for immediate operations;

j. Bricks stacks shall not be more than 2.2 m in height. When a loose brick stack reaches a height of 1.3 m it shall be tampered back 5 cm in every foot of height above the 1.25 m level;

k. When masonry blocks are stacked higher than 2 m, the stack shall be tapered back on half block per tier above the 2 m level;

l. Material or equipment shall not be stored or placed so close to any edge of a floor or platform as to endanger the safety of persons below or working in the vicinity. Where stacking, unshackling, stowing or unstaring of construction material or article, or handling in connection therewith cannot be safely carried out unaided, reasonable measures to guard against accident or dangerous occurrences shall be taken by shoring or otherwise to prevent any danger likely to be caused by such handling;

m. Stacking of material or article shall be made on firm foundation not liable to settle and such material or article and shall not overload the floor on which such stacking is made;

n. The material or articles shall not be stacked against partition or walls o f a warehouse or stores unless it is known that such partition or the wall is of sufficient strength to withstand the pressure of such materials or articles;

o. The materials or articles shall not be stacked to such a height and in such a manner as would render the pile of such stack unstable and cause hazards to the building workers or the public in general;

p. Where the building workers are on stack exceeding one point five meters in height, safe means of access to the stack shall be provided;

q. All stacking or unshackling operations shall be performed under the supervision of a responsible person for such stacking or unstacking;

r. The stacking of construction materials or articles shall not be made near the site of excavation, shaft, pit or any other such opening;

s. Stacks that may lean heavily or become unstable or collapse are barricaded shall be avoided;

t. Structural steel, poles, pipe, bar stock and other cylindrical materials, unless racked, shall be stacked and blocked so as to prevent sliding, spreading or tilting.

2.2. LUMBER:

a. Used lumber shall have all nails withdrawn before stacking;

b. Lumber shall be stacked on level and solidly supported sills;

c. Lumber piles shall not exceed 6 m in height provided that lumber is handled manually, shall not be stacked more than 5 m height;

d. Lumber shall be so stacked as to be stable and self-supporting.

2.3. STACKING OF CEMENT AND BAGS CONTAINING OTHER MATERIALS:

a. The cement or other material in bags shall be stacked in a header and stature-wise in rows alternately in not more than 10 numbers and there will be circulation of space of at least 600 mm in between two such rows;

b. While removing bags from the stack pile the stability of such stack pile shall be ensured;

c. Bags containing cement or lime shall be stored on a firm ground;

d. The materials like bricks, tiles or blocks shall also be stored on a firm ground;

e. Reinforcing steel shall be stored according to its shape, size and length and stack of reinforcing steel kept as low as possible;

f. No pipe shall be stored on rack or in stack where such pipe is likely to fall by rolling;

g. The angle of repose shall be maintained where loose materials are stacked;

h. When dust laden material is to be stored or handled, measures shall be taken to suppress the dust produced by such storing or handling and suitable personal protective equipment supplied to and used by the building workers working for such storing or handling.

2.4. DISPOSAL OF DEBRIS AND WASTE MATERIAL:

a. It shall be ensured that debris is

i. Handled and disposed of by a method, which does not cause danger to the safety of a person and not allowed to accumulate so as to constitute a hazard;

ii. Kept sufficiently moist to bring down the dust under control;

iii. Not thrown inside or outside from any height of such building or other construction work;

b. Brought down by suitable means/chutes provided for the purpose and on completion of work, leftover building material, article or other substance or debris shall be disposed off as soon as possible to avoid any hazard to any traffic or person;

c. Whenever materials are dropped more than 6 m to any point lying outside the exterior walls of the building an enclosed chute of wood, or equivalent material shall be used;

d. When debris is dropped through holes in the floor without the use of chutes, the area where the material is dropped shall be completely enclosed with barricades not less than 1.1 m high and not less than 1.9 m back from the edge of the opening above. Signs warning of the hazard of falling material shall be posted at each level;

e. All scrap lumber, waste material and rubbish shall be removed from the immediate work area as the work progresses;

f. Disposal of waste material or debris as per the guideline issued by CPCB in compliance of Rule 10 sub-rule 1(a) of C & D Waste Management Rules, 2016).

g. All bio-degradable material shall be disposed off in the pit for making compost. Pellets can also be made from bio-degradable material

h. All solvent wastes, oil rags and flammable liquids shall be kept in fire resistant covered containers until removed from the work site.

2.5. HANDLING GAS CYLINDERS:

a. Gas cylinders shall not be lifted on bare slings. For lifting the cylinders, cage of suitable size shall be used and all cylinders shall be horizontally positioned in it. Such cage shall have fencing in such a way that there is no possibility of fall of cylinders from this cage.

2.6. RIGGING EQUIPMENT FOR MATERIAL HANDLING:

a. Rigging equipment for material handling shall be inspected prior to use in each shift as necessary during its use to ensure that it is safe. Defective rigging equipment shall be removed from service;

b. Rigging equipment shall not be loaded in excess of its recommended safe working load, as prescribed in the Indian standards;

c. Rigging equipment, when not in use, shall be removed from the immediate work area so as not to present a hazard to persons engaged in the area;

d. Special custom designed grabs, hooks, clamps, or other lifting accessories, for such units as modular panels, prefabricated structures and similar materials, shall be marked to indicate the safe working loads shall be proof tested prior to use 125% of their rated load;

e. Welded alloy steel chain slings shall have permanently affixed-durable identification standing size, grade, rated capacity and manufacturer.

2.7. FENCING OF MOTORS ETC

a. All motors, cogwheels, chains and friction gearings, flywheels, shafting and the other dangerous and moving parts of machinery (whether or not driven by mechanical power) and steam pipes shall be securely fenced and the fencing of dangerous parts of machinery not removed while such machinery is in motion or in use;

b. No part of any machinery which is in motion and which is not securely fenced, shall be examined, lubricated, adjusted or repaired except by a person skilled and trained for such examination, lubrication, adjustment or repairs and machine parts cleaned only when such machine is stopped;

c. When a machine is stopped for servicing or repairs, adequate measures shall be taken to ensure that such machine does not restart inadvertently and not only tag-out sign is required; it is also essential that an active system of isolating the power be applied.

2.8. PROTECTION AGAINST LIGHTNING

a. Where necessary, installations shall be protected against lightning, provided further that;

b. No bare conductors or bare current-carrying parts of equipment be permitted to be installed unless adequate precautions are taken to prevent direct pr indirect contact;

c. Only flame-proof equipment and conductors shall be installed at places where explosives or inflammable substances are stored, handled or used or where explosive atmosphere exits;

d. Persons competent and authorized only shall attend to electrical breakdowns and other operational faults and give or restore power to an equipment and such persons shall be easily identifiable by their dress or special helmet worn;

e. It will constitute a standard practice to switch off portable tools while shifting from one place to another or while leaving them behind unattended;

f. The contractor shall ensure that a system is in place to always keep tools well maintained.

2.9. VEHICULAR TRAFFIC

a. Whenever any building or other construction work is being carried on, or is located in close proximity to a road or any other place where any vehicular traffic may cause danger to building workers, it shall be ensured that such building or other construction work is barricaded and suitable warning signs and lights displayed or erected to prevent such danger and if necessary, a request in writing made to the concerned authorities to control such traffic;

b. All vehicles used at construction site shall comply with the requirements of the Motor Vehicles Act, 1988 (59 of 1988) and the Rules made hereunder;

c. The driver of a vehicle of any class or description operating at a construction site shall hold a valid driving license under the Motor Vehicles Act. 1988 (59 of 1988).

2.10. USE OF SAFETY BELT OR OTHER FALL ARREST SYSTEMS:

Wherever any work at a height of 3 m or more is carried out, use of a suitable fall arrest system is mandatory if the workplace has already not been provided with an otherwise reliable means of protection for preventing the fall of persons from that height, provided further that:

a. Safety belt, lanyard, life lines and devices for the attachment of such life lines shall conform to the approved standards;
b. Every building worker shall be supplied with safety belt and safety life lines for his protection and such building worker shall use such belts and life lines during the performance of his work;
c. All building workers using safety belt and safety life lines shall have the knowledge of safe use and maintenance of such belts and life lines and shall be supplied with necessary instructions for its use;
d. The responsible person for supervising the use of safety belts and safety lifelines shall inspect and ensure that such safety belts and lifelines are fit for use before taking them into use.

2.11. SAFETY NET AND ITS USE

a. Every safety net shall be of adequate strength, made of sound material and suitable for use and conform to the approved standards;
b. The responsible person for maintenance of safety nets and their use shall ensure safe fixing of such safety nets and provide such safety nets with suitable and sufficient anchorage so that the purposes for which such safety net is intended for use is served;
c. Use of multi-layer safety net to be ensured to avoid fall of material/objects.

2.12. STORAGE OF SAFETY BELTS AND NETS, ETC:

a. Proper arrangement shall be made for the safe storage of safety belts, safety lifelines and safety nets when they are not in use and are protected against mechanical damage, damages from chemicals and damages from biological agents.

2.13. SAFETY HELMETS AND SAFETY FOOTWEAR

a. The Engineer in-charge may declare whole or part of a site as the hardhat area and in such an eventuality it shall be the responsibility of the contractor to provide safety helmet of the approved quality to all personnel engaged in construction and erection work, including the visitors to the site;
b. Accordingly, wherever safety footwear is required for the safety of the personnel, the contractor shall provide the same of the approved type free of charge.

3.0 WELDING AND GAS CUTTING OPERATIONS

3.1 GAS WELDING:

3.1.1 GENERAL PROVISIONS:

a. All welders shall be provided with fire resistant protective clothing and equipment, such as fire resistant gauntlets and aprons, helmets and goggles with suitable filter lenses and its usage shall be ensured;
b. The welders shall not be allowed to wear clothing that is not free from grease, oil and other flammable material;
c. Adequate precautions shall be taken to protect persons working or passing near welding operations from dangerous sparks and radiation;
d. When welding or cutting is being done on materials containing toxic or harmful substances or liable to produce toxic or harmful fumes, adequate precautions shall be taken to protect workers from the fumes, either by
    i) Exhaust ventilation, or
    ii) Respiratory protective equipment;
    iii) Arrangement shall be made so that welding sparks do not fall down on the persons working below or material, which are combustible in nature and may be damaged with such sparks.
e. The oxygen pressure for welding shall always be high enough to prevent acetylene flowing back into the oxygen cylinder;
f. Acetylene shall not be used for welding at a pressure exceeding 1 atmosphere gauge;
g. Adequate precautions shall be taken to prevent:
    i) Fire being stated by sparks,
    ii) Slag or hot metal; and
    iii) Damage to fibre ropes from heat, sparks, slag or hot metal;
h. Precautions shall be taken to prevent flammable vapours and substances from entering the working area;

3.2. WELDING AT PLACES WITH FIRE RISKS:

a. Unless adequate precautions are taken, no welding or cutting operations shall be allowed near the place where combustible materials are stored, or near materials or plant where explosive or flammable dusts, gases or vapours are likely to be present or given off. If hot work permit system exists at the site, the same shall be followed;
b. Combustible materials and structures that cannot be removed from the vicinity of welding operations shall be shielded by asbestos or protected by other suitable means.

3.3. WELDING IN CONFINED SPACE:

When welding or cutting operations are being carried out in a confined space;

a. Adequate ventilation, by means of exhaust fans or forced drought as the condition may require, shall be constantly provided; otherwise enough quantity of air shall be flown in by means of compressors to dilute the pollutants;

b. No blow pipe shall be left unattended inside a tank or vessel or other confined space during meal break or other interruption of the work;
c. The worker shall take all necessary precautions to prevent unburned combustible gas or oxygen from escaping inside a tank or vessel or other confined space; and
d. When necessary to prevent danger, an attendant shall watch the welders from outside.

3.4. WELDING ON CONTAINERS FOR EXPLOSIVE OR FLAMMABLE SUBSTANCES:

Welding or cutting operations on containers in which they are explosives or flammable substances shall not be allowed;

i) Welding or cutting operations on any container that has held explosive or where flammable gases may have been generated, shall only be undertaken,
ii) After the container has been thoroughly cleansed by steam or other effective means; and
iii) Found by air tests to be completely free from combustible gases and vapours; or
iv) After the combustible gas in the container has been completely replaced by an inert gas or by water;
v) If an inert gas is used as laid down in clause 4.2.3, after the vessel has been filled with gas, the gas shall continue to flow slowly into it thorough out the welding or cutting operations;
vi) Before starting any welding operations on, or otherwise applying heat to, closed or jacketed containers or other hollow parts, such containers or parts shall be adequately vented in suitable manner.

3.5. GAS CYLINDERS

a. Gas cylinders shall be inspected, stored, handled and transported in conformity with the requirements of Gas Cylinders Rules, 1981;
b. When in use, cylinders shall be held in upright positions by straps, collars or chains;
c. Devices referred to in clause 6.2 shall be such that the cylinders can be rapidly removed in an emergency;
d. Welders shall not temper with or attempt to repair safety devices and valves on gas cylinders;
e. When acetylene cylinders are coupled, flash back arrestor shall be inserted between the cylinder and the coupler block, or between the coupler bock and the regulator;
f. Only acetylene cylinders or approximately equal pressure shall be coupled;
g. No gas shall be taken from a cylinder unless a pressure reducing regulator has been attached to the valve;
h. Only the right pressure reducing regulator shall be used for the gas in the cylinder;
i. Cylinder valves shall be kept free from gases, grease, oil, dusts and dirt;
j. Leaky cylinders charged with acetylene or liquefied fuel gas shall be taken into the open air at a safe distance from any open flame or sparks.

3.6 HOSE

a. Only hose especially designed for welding and cutting operations shall be used to connect an oxy-acetylene torch to gas outlet;
b. Hose lines for oxygen and for oxy-acetylene shall be of different colours and preferably of different size;
c. Hose connections shall be sufficiently light to withstand without leakage a pressure twice thee maximum delivery pressure of the pressure regulators in the system;

d. Care shall be taken that hose does not become kinked or tangled, stepped on or run-over or otherwise damaged;
e. Any length of hose in which a flashback has burned, shall be discarded;
f. No hose with more than one gas passage shall be used;
g. Only soapy water shall be used for testing hose for leaks.

3.7. TROCHES

a. When torches are being changed, the gases shall be shut off at the pressure reducing regulators and not by crimping hose;
b. Torches shall be lit with friction lighters or other safe source but not with matches.
c. Electric welding equipment:
d. Welding machines shall be controlled by a switch mounted on or near the machine framework that, when opened, immediately cuts off the power from all conductors supplying the machine;
e. Welding circuit shall be so designed as to prevent the transmission of high potential from the source of supply to the welding electrodes;
f. The maximum open circuit voltage shall be in accordance with Indian Standards;
g. Electrode conductors or cables shall not be excessive in length and shall not be longer that necessary to perform the work;
h. Return conductors shall be taken directly to work and securely connected mechanically and electrically to it or to the work bench, floor etc. and to an adjacent metallic object;
i. Cable shall be supported so as not to create dangerous obstruction;
j. Motors, generators, rectifiers and transformers in arc welding or cutting machines, and all current carrying parts, shall be protected against accidental contact with uninsulated live parts;
k. Ventilating slots in transformer enclosures shall be so designed that no live part is accessible through any slot;
l. Frames of arc welding machines shall be effectively earthed;
m. In hand-operated arc welding machines, cables and cable connectors used in arc welding circuits shall be effectively insulated on the supply side;
n. The outer surface electrode holders of hand-operated arc welding machines, including the jaw so far as practicable, shall be effectively insulated;
o. Electrode holders of hand-operated arc-welding machines shall, if practicable, be provided with discs or shields to protect the operator's hands from the heat of the arcs;
p. Only heavy-duty cable with unbroken insulation shall be used;
q. Circuit connections shall be waterproof;
r. When lengths of cable have to be joined, only insulated connectors shall be used on the earth line and the electrode holder line;
s. Connections to welding terminals shall be made at distribution boxes, socket outlets, etc. by bolted joints;
t. Welding terminals shall be adequately protected against accidental contact by enclosures, covers or other effective means;
u. Electrode holder shall
    i. Have adequate current capacity;
    ii. Be adequately insulated to prevent shock, short-circuiting or flashovers.

3.8. OPERATIONS

a. Arc welding and cutting operations that are carried on at places where persons other than the welders are working or passing shall be enclosed by means of suitable stationary or mobile screens;
b. Walls and screens of both permanent and temporary protective enclosures shall be provided to absorb harmful rays from the welding equipment and prevent reflection, and if necessary, be painted or otherwise treated for the purpose;
c. When arc welding is done in damp confined spaces;
    i) Electrode holders shall be completely insulated; and
    ii) The welding machines shall be outside the confined space;
d. Welders shall take adequate precautions
    i) To prevent any part of their body from completing an electric circuit
    ii) To prevent contact between any part of the body and the exposed part of the electrode, or electrode when in contact with metal; and
    iii) To prevent wet or damaged clothing, gloves and boots from touching any live part;
e. Welding circuits shall be switched off when not in use;
f. Electrodes shall only be inserted in the holder with insulating means such as insulating gloves;
g. Electrode and return leads shall be adequately protected against damage;
h. Live parts of electrode holders shall be inaccessible when they are not in use;
i. Electric arc-welding equipment shall not be left unattended with current switched on.

4.0 SAFETY IN THE USE OF ELECTRICITY

4.1. GENERAL PROVISIONS

a. Before commencement of any building or other construction work, adequate measures shall be taken to prevent any worker from coming into physical contact with any electrical equipment or apparatus, machines or live electrical circuit which may cause electrical hazard during the course of his employment and suitable warning signs shall be displayed and maintained at conspicuous places in Hindi and in local language understood by the majority of the building workers;

b. In workplaces where the exact location of underground electric power line is not known, the building workers using jack hammers, crow bars or other hand tools which may come in contact with a live electrical line shall be provided with approved insulated protective gloves and footwear;

c. As far as practicable, no wiring or cable, which may come in contact with water or which may be mechanically damaged or which may result in electric shock shall be left on ground or;

d. All electrical appliances and current carrying equipment used shall be made of sound material and adequately earthed;

e. All temporary electrical installations shall be provided with earth leakage circuit breakers;

f. It is required that all portable power-driven hand tools are provided with double insulation to secure a high degree of protection from electrical hazards;

g. Electrical installations shall comply with the requirements of any law for the time being in force, especially the Indian Electricity Act/Rules in particular with specific reference to the following:

   i) All parts of installations shall be of standard construction not lower, from the safety point of view, than the national standards, as applicable. All parts of electrical installations shall be so constructed, installed and maintained so as to prevent electrical fires, explosion and shock;

   ii) Earthing of metal work of electrical equipment, other than the parts which carry current, shall be provided and will conform to Electricity Act and IS: 3042 – 1966 (code of practice for earthing);

h. All parts of electrical installation shall be adequate size and characteristics for the work they may be called upon to do and in particular they shall:

   i) Be of adequate mechanical strength to withstand working conditions in construction operations; and

   ii) Be not liable to damage by water, dust or electrical, thermal or chemical action to which they me subjected to in construction operations;

i. All parts of electrical installations shall be so constructed, installed and maintained as to prevent the danger of electric shock; fire and external explosion;

j. It shall be made impossible for circuit breakers to be opened or closed inadvertently, by gravity or by mechanical impact;

k. Before operation of OCBs, oil level must be checked and the event of short, extra quantity must be filled;

l. Use of rubber gloves and rubber gum boots of tested quality where electric shock is likely to occur shall be provided, but these shall not be considered as providing adequate protection against the risk of electric shock in lieu of inbuilt safety arrangement in the system;

m. First-aid boxes, instruction for restoration of persons affected by electric shock shall be made;

n. Arrangement shall be made for sufficient number of CO_2/chemical powder type fire extinguishers/sand buckets etc.;

o. No electrical circuits shall ever be overloaded to the dangerous extent or beyond the rated capacity;

p. In confined areas, only 24 volt supply shall be used for every equipment, including hand-held portable tools and hand lamps;

q. All electrical appliances and outlets shall be clearly marked to indicate their purpose and voltage.

4.2. FUSES

a. Fuses shall bear markings indicating their rated current, whether they are of the fast or slow-breaking type and, as far as practicable, and their rated breaking capacity. Fuses as per need and of correct rating shall be used in the circuit;
b. Effective measures shall be taken to ensure that persons removing or inserting fuses will not be endangered, in particular by any adjacent live parts;
c. In case of blow of fuses only after finding out and correcting of the fault, new fuses shall be provided in the circuit.

4.3. SWITCHES

a. All switches shall be of enclosed type and so installed and earthed as to prevent danger in their operation;
b. Use of switches, which may connect or disconnect circuit through gravity, shall not be used.

4.4. MOTORS

a. All motors shall be equipped with a switch;
b. When a motor can be cut off from more than one place, where practicable, a stopping device shall be installed in the immediate vicinity of the motor;
c. Motors shall be so installed as to ensure that they can be adequately cooled;
d. Motors shall be effectively protected against over current;
e. Whenever the motors installed are in the open area where there is the possibility of fall of liquid corrosives or otherwise, it shall be suitably protected with covering;
f. Earthing shall be connected to all motors, generators etc. as prescribed in the Indian Electricity Rules, amended from time to time.

4.5. CONNECTIONS

a. At points where conductors are joined, branched or led into apparatus, they shall be:
   i. Mechanically protected, and
   ii. Properly maintained;

b. Conductors shall be joined, branched or led into an apparatus through junction boxes, bushings, glands or equivalent connecting devices;

c. Junction boxes or plug-out-socket couplings shall be used for joining cables wherever practicable;

d. When parts of conductors are joined together, or conductors are joined to one another or to an apparatus, the attachment shall be made by screwing, clamping, soldering, riveting, brazing, crimping, or equivalent means. Loose connections shall not be provided in any case;

e. Cable joints, junction boxes and connectors shall be protected as far as practicable, against traffic, fall of ground, water and other sources of damage;

f. Whenever armoured cables are joined, the junction boxes shall be bridged by a suitably conducive bond between the armouring of the cables.

4.6. TRANSPORTABLE AND PORTABLE ELECTRICAL EQUIPMENT:

a. The supply of electricity to portable apparatus shall not exceed 250v;

b. Hand-held and portable machines shall be equipped with a built-in switch to switch off power in case of emergency;

c. Hand-held electrically operated tools shall be provided with built-in switch to disconnect the circuit when the tool is not being used;

d. Portable electrical tools, unless flameproof, shall not be used in flammable or explosive atmosphere;

e. Only three-core cable shall be used for single-phase operated tools with the third core connected to earth

4.7. HAND LAMPS

a. Hand lamps shall be equipped with strong cover of glass or other transparent material;

b. Portable lamp holders shall have:

   i) All current –carrying part s enclosed;

   ii) Insulated handle; and

   iii) They shall operate at 24 v;

4.8. INSPECTION, MAINTENANCE

a. All electrical equipment shall be inspected before it is taken into use to ensure that it is suitable for its purpose of use;

b. At the beginning of every shift every person using electrical equipment shall make a careful external examination of the equipment and conductors for which he is responsible, especially flexible cables;

c. Periodic inspections, testing, maintenance of all electrical equipment is to be made and record of test of transformer oil and pit earthing shall be maintained;

d. Electrical conductors and equipment shall be repaired by the electrician only as far as practicable, no work shall be done live conductors or equipment;

e. Before any work is begun on conductors or equipment that does not have to remain live;

   i) The current shall be switched off;

   ii) Adequate precautions shall be taken to prevent the current from being switched on again;

   iii) The conductors or the equipment shall be tested to ascertain that they are dead;

   iv) The conductor and equipment shall be earthed and short-circuited; and

   v) Neighbouring live parts shall be adequately protected against accidental contact;

f. After work on conductors and equipment, the current shall only be switched on again on the orders of a competent person;

g. Electricians shall be provided with adequate tools, and person protective equipment, such as rubber gloves, mats etc.;

h. All conductors and equipment shall be considered to live unless there is certain proof to the contrary.

4.9. WORK IN THE VICINITY OF ELECTRICAL INSTALLATION

a. When work is to be done in the neighborhood of electrical conductors or installations, the contractor shall ascertain the voltage carried and the works shall not be allowed to reach to unsafe distance from them;
b. When any excavation is to be made or any bore-holed sunk, the contractor shall ascertain whether there are any underground conductors, in or in dangerous proximity to, the zone of operations;
c. No work shall be done in dangerous proximity to a conductor or an installation until it has been made dead;
d. Before work begins, work permit shall be obtained from the Engineer in-charge if live electricity lines/circuit are passing in close vicinity;
e. Before the current is restored, the contractor shall ensure that no work remain on the work site;
f. If conductor or an installation in the neighbourhood of which work is io be done can not be made dead, special precautions shall be taken and special instructions given to the workers so as to prevent danger by adequately enclosing or fencing;
g. If mobile equipment has to be employed in the neighbourhood of conductors or installations that cannot be made dead, its movement shall be so controlled as to keep it as a safe distance from them.

5.0 SAFETY IN THE USE OF HAND TOOLS AND POWER-OPERATED TOOLS

5.1 GENERAL PROVISIONS

a. All hands and power tools and similar equipment, shall be maintained in safe condition.

b. When power operated tools are designed to accommodate guards, they shall be equipped with such guards, when in use;

c. Belts, gears, shafts, pulleys, sprockets, spindles, drums, fly wheels, chains and other reciprocating, rotating or moving parts of the equipment shall be similarly guarded;

d. Personnel using hand and power tools and exposed to the hazard of falling, flying, abrasive, and splashing objects, or exposed to harmful dusts, fumes, mists, vapours, or gases shall be provided with the particular personal protective equipment necessary to protect them from the hazards;

e. All hand-held powered platen sanders, grinders, grinders with wheels of 5 cm or less, routers, planers, laminate trimmers, nibblers, shears, scroll saws and jigsaws with blade shanks of 0.5 cm wide or less shall be equipped with only a positive **on-off control**.

f. All hand-held powered drills, tappers, fastener drivers, horizontal, vertical or angle grinders with wheels greater than 5 cm in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and other operating powered tools shall be equipped with a momentary contact on control provided that turnoff can be accomplished by a single motion of the same finger or fingers that turn it on.

5.2. HAND TOOLS

a. The contractor shall not issue or permit the use of unsafe hand tools;

b. Wrenches including adjustable pipe end and socket wrenches shall not be used when saws are sprung to the point that slippage occurs;

c. Impact tools such as drift pins, wedges and chisels shall be kept free of mushroomed heads;

d. The wooden handles of tools shall be kept free of splinters or cracks and shall be kept tight on the tools.

5.3. POWER OPERATED TOOLS

a. Electric power operated tools shall be either of the approved double-insulated type or shall be grounded;

b. The use of electric cords for hoisting or lowering loads shall not be permitted;

c. Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected;

d. Safety clips or retainers shall be securely installed or maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled;

e. All pneumatically riveting machine staplers and other similar equipment provided with automatic fastener feed, which operate at more than 7 kg/cm^2 pressure at the tool a safety device on the

muzzle to prevent the tool from ejecting the fasteners unless the muzzle is in contact with the work surface;

f. Compressed air shall not be used for cleaning purposes except when the pressure is reduced to less than 2 kg/cm^2 and that too with effective chip guarding. The 2 kg/cm2 pressure requirement does not apply to concrete form, mill scale and similar cleaning purposes;

g. The manufacturer's safe operating for hoses, pipes, valves, filters and other fittings shall not be exceeded;

h. Only personnel who has been trained in the operation of the particular tool shall be allowed to operate power-actuated tools;

i. The tool shall be tested each day before loading to see that the safety devices are in proper working condition. The method of testing shall be accordance with the manufacturer's recommended procedure;

j. Any tool found not in proper working order, or that which develops a defect during use, shall be immediately removed from service and not used until properly repaired;

k. Tools shall not be loaded until just prior to the intended firing time. Neither loaded nor empty tools are to be pointed at any other person. Hands shall be kept clear of the open barrel end;

l. Loaded tools shall not be left unattended;

m. Fasteners shall not be driven into very hard or brittle materials including, but not limited to, cast iron, glazed tiles, surface hardened steel, glass block, live rock, face brick or hollow tiles;

n. Driving into materials that can be easily penetrated shall be avoided unless backed by a substance that will prevent the pin or fastener from passing completely through and creating a flying missile hazard on the other side;

o. No fastener shall be driven into a palled area caused by an unsatisfactory fastening;

p. Only non-sparking tools shall be used in an explosive or flammable atmosphere;

q. All tools shall be used with the correct shield, guard or attachment as recommended by thee manufacturer.

5.4. ABRASIVE WHEELS AND TOOLS

a. All grinding machines shall be supplied with sufficient power to maintain the spindle speed at safe levels under all conditions of normal operation;

b. Grinding machines shall be equipped with suitable safety guards;

c. The maximum angular exposure of the grinding wheel periphery and sides shall not be more than 90^0, except that when the work requires contact with the wheel below the horizontal plane of the spindle, the angular exposure shall not exceed 120^0. In either case, the exposure shall begin not more than 65^0 above the horizontal plane of the spindle. Safety guards shall be strong enough to withstand the bursting of the wheel;

d. Floor and bench-mounted grinders shall be work-rests, which shall be rigidly supported and readily adjustable. Such work-rests shall be kept at a distance not to exceed 5 mm from the surface of the wheel;

e. Cup type wheels used for external grinding shall be protected by either revolving cup guard or a band type guard;

f. When safety guards are required, they shall be mounted as to maintain proper alignment with the wheel and the guard and the guard and its fastening shall be adequate strength to retain the fragments of the wheel in case of accidental breakage. The maximum angular exposure of the grinding wheel periphery and sides shall not exceed 180^0;

g. Portable abrasive wheel used for internal grinding shall be provided with suitable safety flanges;

h. When safety flanges are required, they shall be used only with wheels designed to fit the flanges. Only safety flanges, of a type and design and properly assembled so as to ensure that the pieces of the wheel will be retained in case of accidental breakage, shall be used;

i. All abrasive wheels shall be closely inspected and ring tested before mounting to ensure that they are free from cracks or defects;

j. Grinding wheels shall fit freely on the spindle and shall not be forced on. The spindle nut shall be tightened only enough to hold the wheel in place;

k. All employees using abrasive wheels shall be protected by suitable eye protection equipment.

5.5. WOODWORKING TOOLS

a. All fixed power driven woodworking tools shall be provided with a disconnect switch that can either be locked or tagged in the **off-position**;

b. The operating speed shall be attached or otherwise permanently marked on all circular saws over 0.5 m in diameter or operating at over 3000 peripheral rpm. Any saw so marked shall not be operated at a speed other than that marked on the blade. When a marked saw is retensioned for a different speed, the marking shall be corrected to show the new speed;

c. Automatic feeding devices shall be installed on machines wherever the nature of the work will permit. Feeder attachments shall have the feed rolls or other moving parts covered or guarded so as to protect the operator from hazardous points;

d. All portable power driven circular saws shall be equipped with guards above and below the base plate or shoe. The upper guard shall cover the saw to the depth of the teeth, except for the minimum arc required to permit the base to be tilted for bevel cuts. The lower guard shall cover the saw to the depth of the teeth, except for the minimum arc required to allow proper retraction and contact with the work. When the tool is withdrawn from the work, the lower guard shall automatically and instantly return to the covering position.

6.0 SAFETY IN THE USE OF LADDERS AND STAIRS

6.1. GENERAL ASPECTS OF SAFETY RELATED TO USE OF LADDERS

a. Every ladder or step-ladder used in building or other construction work shall be of good construction, made of sound material and of adequate strength for the purpose for which such ladder or step-ladder is used;
b. When a ladder is used as a means of communication, such ladder shall be lashed to a fixed structure so that while working on such ladder it does not slip;
c. A ladder or step ladder shall not stand on loose bricks or other loose packing and have a level and firm footing;
d. No ladder shall be used which has a missing or defective rungs or rungs, which depend for support solely on nails, spikes or other similar fixing.

6.2. MATERIALS FOR LADDERS

a. Shall be constructed with upright of adequate strength and are made of straight-grained wood, free from defects and having the grain of such wood running length wise;

b. Shall have rungs made of straight-grained wood free for defects and mortised or securely notched into the upright, reinforcing metal ties, if wedges shall not secure the tenors of such ladders;

c. Where it is required, in case of use of fixed ladders, sufficient foot-hold and hand-hold shall be provided for use by the building worker;

d. Every ladder shall be -

   i. Secured so as to prevent undue swaying;
   ii. Equally and properly supported on each of its upright;
   iii. So used as not to cause undue sagging; and
   iv. Placed as nearly as possible at an inclination of four in one;

e. The use of all ladders and stepladders shall conform to the approved standards;
f. Wooden ladders shall be constructed with uprights of adequate strength as well as rungs made of wood free from visible defects and having the grains of the wood in the ladders running lengthwise and rungs mortised or rebutted into the uprights;
g. Uprights and rungs of metal ladders shall have a cross-section adequate to prevent dangerous deflection, shall be equal and not less than 25 cm or more than 35 cm;
h. Rungs of metal ladders shall be kept clean so as to prevent them from becoming slippery;
i. Portable ladders shall not exceed 9 m in length;
j. Every ladder or run of ladders rising to a height exceeding 9 m shall be provided with an intermediate landing, providing further that the intervals between landings shall not exceed 9 m. The landings shall be of suitable size and protected by railings;
k. Defective ladders that cannot be satisfactorily repaired shall be tagged Not Fit For Use and destroyed;
l. Wooden ladders shall not be painted, but oiled or covered with clean varnish or other transparent preservatives;
m. Metal ladders shall be protected against corrosion by being coated with rust-proof paint or by other means unless they are made of non-corrosive metals;

n. Every ladder shall rise at least 1 m above the highest point to be reached and have one of the uprights continued to that height to serve as a hand-rail at the top;
o. Ladders shall not stand on loose bricks or other loose packing but have a level and firm footing so that they are equally supported on each upright;
p. Every ladder shall be securely fixed so that it cannot move from its top and bottom points of rest and if it cannot be secured at the top, it shall be securely fastened at the base and if fastening at the top is also impracticable, it shall have a man stationed at the foot holding the end to prevent it from slipping;
q. Where a run of two or more ladders connects different floors, the ladders shall be staggered and a protective landing with the smallest practicable opening shall be provided at each floor;
r. A ladder having only one upright or a missing or dangerously defective rung shall not be used;
s. When a ladder is placed in position, the distance between the foot of a ladder and the base of the structure against which it rests shall be about one-quarter of its length;
t. Workers using ladders shall leave at least one hand free for climbing up and down, face the ladder, avoid wearing slippery footwear and avoid carrying heavy or bulky loads;
u. A ladder shall not be placed in front of a door that opens towards it unless the door is fastened or locked or guarded;
v. A ladder shall not be placed against a window frame unless the ladder is fitted with a board at the top so that the applied load is safely distributed over the frame;
w. Metal ladders shall not be used in the vicinity of live electrical equipment;
x. Adequate means shall be provided to prevent displacement of the ladder set up in public thoroughfare or where persons, vehicles etc. may accidentally collide with it.

6.3. PORTABLE STEPLADDERS

a. The length of portable stepladders shall not exceed 6 m and their back legs shall be adequately braced;
b. Stepladders exceeding 1.5 m in length shall have two or more cross-ties;
c. The spread between the front and back legs shall be restricted by means of hinged metal flat bars or high-grade fibre or other effective means;
d. When in the open position, treads of stepladders shall be horizontal.

6.4. PORTABLE TRESTLE LADDERS

a. The height of the trestle ladders shall not exceed 5.5 m;
b. The spread between the front and back legs shall be restricted by means of hinged metal flat bars or high-grade fibre or other effective means;
c. The front and back legs shall be joined at the top by bolted steel hinges of adequate dimensions or other effective means;
d. Both legs of trestle ladders shall be equipped with sufficient number of steel crossties.

6.5. EXTENSION LADDERS

a. The length of extension ladders shall not exceed 15 m;
b. Extension ladders shall be equipped with an effective lock and guide brackets by which the ladder can be extended, retracted or locked in any position;

c. The rungs of overlapping sections shall coincide so as to form double treads and shall be equipped with one or more extension ropes;
d. Extension ropes shall be securely anchored and run over suitable pulleys.

6.6 MECHANICAL LADDERS

a. Mechanical ladder is that ladder, which is a mechanically extendable ladder, mounted on a wheeled frame;
b. Mechanical ladder shall be equipped with guard-rails and toe-boards and a cage of heavy-gauge steel mesh;
c. If mechanical ladder has no railed platform or cage, workers using it shall be secured by suitable safety belt;
d. Mechanical ladders shall not be moved, while a person is on them, unless they have specially designed to ensure that perfect stability is maintained during movement.

6.7. FIXED LADDERS

a. Uprights of fixed ladders shall be at least 40 cm and shall be set an angle of 15^0 to the vertical;
b. Clearance at the back of the rungs shall be at least 15 cm and no obstruction within 75 cm of the face of the ladder;
c. There shall be at least 7.5 cm clearance between the ladder and the nearest fixed object;
d. When it is necessary for a ladder to pass closely through a hole in a platform or a floor, the edges of the hole shall be padded so as to prevent injury to the users;
e. The length of the runs of fixed ladder shall not exceed 9 m;
f. Landing platform shall be provided for each 9 m or fraction thereof;
g. As far as practicable, runs shall be staggered;
h. Runs from which a person could fall from more than 6 m shall be enclosed in a cage of heavy-gauge mesh or hoops;
i. Fixed ladders shall be firmly bolted or welded in position.

6.8. STAIRS

a. Stairs shall be of adequate strength to withstand safely the loads that they will have to carry;
b. Stairs used for the purpose of construction work shall have a clear width of at least 60 cm;
c. Stairs made of perforated material shall not have openings exceeding 1.2 cm in width;
d. No step of a stairway shall depend for its support solely on nails, spikes, screws or other similar fixing;
e. No stairway with missing or dangerously defective steps shall be used;
f. Every stairway that is at an angle of less than 30^0 from the vertical shall be provided with a secure handhold at the top landing place, either by extending one upright for at least 1 m or by other effective means;
g. Movable and removable stairs shall be adequately secured in the position of use;
h. In all building structures permanent stairs shall be constructed as soon as practicable;
i. When work on a building has progressed to a height of more than 18 m above the ground and it has not been practical to construct the permanent stairs, sufficient number of stairs shall be provided to ensure safe access to the working levels.

7.0 SAFETY IN THE USE OF LIFTING APPLIANCES & GEARS

7.1. CONSTRUCTION AND MAINTENANCE OF LIFTING APPLIANCES:

All lifting appliances, including their parts and working gear, whether fixed or movable, and any plant or gear used in anchoring or fixing of such appliances -

a. Shall be of sound construction, sound material, and of adequate strength to serve the purpose for which these are to be used and all such appliances shall be free from patent defects, and
b. Maintained in good repair and working condition;
c. Every drum or pulley around which the rope of any lifting appliance is carried, shall be of adequate diameter and sound construction in relation to such rope;
    i. Any rope that terminates at the winding drum of lifting appliance shall be securely attached to such drum and at least three dead turns of such rope remain on such drum in every operating position of such lifting appliance;
    ii. The flange of a drum projects twice the rope diameter beyond the last layer of such rope and if such rope and if such projection is not available, other measures like anti-slackness guards shall be provided to prevent such rope from coming off such drum;
d. Every lifting appliance shall be provided with adequate and efficient brakes which shall be:
    i) Capable of preventing fall of suspended load (including any test load),
    ii) Effectively controlling such load while it is being lowered, acting without shock and shall be attached with shoes that can be easily removed for running and which shall be simple and have easily accessible means of adjustment;
e. Provided that nothing contained above shall apply to **steam-winch** that can be operated as safely as with brakes.

7.2. CONTROLS OF EVERY LIFTING APPLIANCE SHALL BE SO;

a. Situated that the driver of such appliance at his stand or seat has ample room for operating and has an unrestricted view of building or other construction work, as far as practicable, and that he remains clear of the load and the ropes, and that no load passes over him;
b. Positioned with due regard to ergonomic considerations for proper operation of such appliance;
c. Located that the driver of such appliance remains above the appliance and shall have upon them or adjacent to them clear markings to indicate their purpose and mode of operations;
d. Provided, where necessary, with a suitable locking device to prevent accidental movement or displacement and shall move, as far as practicable, in the direction of the resultant load movement;
e. Wherever automatic brakes are provided, they shall automatically come to the neutral position in case of power failure.

7.3. TEST AND PERIODICAL EXAMINATION

7.3.1 Test: all lifting appliances including all parts and gears thereof, whether fixed or movable, shall be tested and examined by a competent person before being taken into use for the first time or after it

has undergone any alteration or repairs liable to affect its strength or stability or after erection on a site and also once at least in every five years, in the manner as specified;

7.3.2. Examination: all lifting appliances shall be thoroughly examined by a competent person at least in every twelve months and where the competent person making such examination forms the opinion that the lifting appliance cannot continue to function safely, he shall forthwith give notice in writing of his opinion to the contractor.

7.4. AUTOMATIC LOAD INDICATOR

a. Cut-out shall be provided which automatically arrests the movement of the lifting parts of every crane if the load exceeds the safe working load, wherever possible;

b. Wherever the above provisions cannot be applied and if it is not possible to install an automatic safe load indicator, in that case, provision of a table showing the safe working loads at the corresponding inclinations or radii of the jib on the crane shall be considered sufficient.

7.5. INSTALLATION:

Fixed lifting appliances shall be installed by a competent person in a manner that

a. Such appliances cannot be displaced by the load, vibration or other influences;

b. The operator of such appliance is not exposed to danger from loads, ropes or drums;

c. The operator can either see over the zone of operation or communicate with all loading and unloading points by signal, or other communication system;

d. Adequate clearance is provided between parts or loads of lifting appliances and between the fixed objects such as walls and posts, or electrical conductors;

e. The lifting appliances; when exposed to wind loading, are given sufficient additional strength, stability and rigidity to withstand such loading safely;

f. No structural alterations or repairs are made on any part of the lifting appliances that affect the safety of such appliances without obtaining the opinion of the competent person to this effect.

7.6. WINCHES

a. Winches shall not be used if their control levers operate with excessive friction or play;

b. Double gear winches shall not be used unless a positive means of locking the gearshift is provided;

c. There shall be no load other than the fall and the hook assembly on the winch while changing gears on a two-gear winch;

d. Adequate protection shall be provided to the winch operator against abnormal weather;

e. Temporary seats or shelters for winch operators that may pose hazard to the winch operator or any other building workers shall not be allowed to be used;

f. Control levers shall be secured in the neutral position and, whenever possible, the power shall shut off if the winch is left unattended.

7.7. IN USE OF EVERY STEAM-WINCH

a. Measures shall be taken to prevent escaping steam from obscuring any part of the construction site or other workplace or from otherwise hindering or injuring any building worker;

b. Extension control levers which tend to fall off their own weight shall be counter-balanced;

c. Winch operators shall not be permitted to use the which control extension levers except for short handles on wheel type controls and that such levers shall be of adequate strength, secure and fastened with metal connections at the fulcrum and at the permanent control lever;

d. In use of every electric winch, no building worker shall be permitted to transfer, alter or adjust electric control circuits in case of any defect in such winch;

7.8. ELECTRIC WINCHES SHALL NOT BE USED FOR BUILDING WORK WHERE

a. The electromagnetic brake is unable to hold the load; or

b. One or more control points either hoisting or lowering are not operating properly.

7.9. BUCKETS:

It shall be ensured that tip-up buckets are equipped with a device that effectively prevents accidental tipping.

7.10. IDENTIFICATION AND MARKING OF SAFE WORKING LOAD:

a. Every lifting appliance and loose gear shall be clearly marked for its safe working load and identification by stamping or other suitable means;

b. Every derrick (**other than derrick crane**) shall be clearly marked for its safe working load when such derrick is used either in single purchase with lower block or in union purchases in all possible block positions;

c. The lowest angle to the horizontal, to which the derrick may be used, shall be legibly marked;

d. Every lifting appliance having more than one working load shall be fitted with effective means to enable the operator to determine safe working load at each point under all conditions of use;

e. Means to ascertain the safe working load for lifting gears under such conditions in which such gears may be used shall be provided to enable a worker using such gears and such means safely, which shall comprise:

   i) Marking of the safe working load in plain figures or letters upon the sling or upon a tablet or ring of durable material attached securely thereto in case of chain slings; and

ii) The means specified or notices so exhibited as can be easily read by any concerned building worker stating the safe working load for the various sizes of the wire rope slings used.

7.11 LOADING OF LIFTING APPLIANCES AND LIFTING GEARS

a. No lifting appliance, lifting gear or wire rope shall be used in an unsafe way and in such a manner as to involve risk to life of building workers and they are not loaded beyond their safe working load except for testing purposes under the direction of a **competent person** in the manner as specified in schedule;

b. No lifting appliance and lifting gear, or any other material-handling appliance shall be used if the Inspector having jurisdiction under the Building and Other construction (regulation of employment and conditions of service) Act/Rules is not satisfied with reference to a certificate of test or examination or to an authenticated record maintained as provided under the Rules or if in his view the lifting appliance, lifting gear or any other material handling appliance is not safe for use in building or other construction work;

c. No pulley block shall be used unless the safe working load and its identification are clearly marked on such block.

7.12. OPERATOR'S CAB OR CABIN SHALL

a. Be made of fire resistant material;

b. Have a suitable seat, a foot rest and protection from vibration;

c. Afford the operator an adequate view of the area of operation**;**

d. Afford the necessary access to working parts in the cab;

e. Afford the operator adequate protection against the weather;

f. Be adequately ventilated; and

g. Be provided with a suitable fire extinguisher.

7.13. OPERATION OF LIFTING APPLIANCES:

Operator of every crane or lifting appliance shall possess adequate skill and training in the operation of the particular lifting appliances, provided further that

a. No person under eighteen years of age shall be in control of any lifting machine, scaffold winch, or give signals to the operator;

b. Precaution shall be taken by the trained operator to prevent lifting appliance from being set in motion inadvertently;

c. The operation of lifting appliances shall be governed by signals in conformity with the approved standards;

d. The operator's attention shall not be distracted while he is working;

e. No crane, hoist, winch or other lifting appliance or any part of such crane, hoist, winch or other lifting appliance shall, except for testing purposes, be loaded beyond the safe working load;

f. During the hoisting operation, effective precaution shall be taken to prevent any person from standing or passing under the load in such operation;

g. Operator shall not leave lifting appliance unattended while power is on or the load is suspended to such appliance;

h. No person shall ride on a suspended load of any lifting appliance;

i. Every part of a load in course of being hoisted or lowered shall bee adequately suspended and supported to prevent danger;

j. Every receptacle used for hoisting bricks, tiles, slates or other material shall be suitably enclosed as to prevent the fall of any such material;

k. The hoisting platform shall be enclosed when loose material or loaded wheel barrows are placed directly on such platform or lowering such materials or wheel barrows;

l. No material shall be raised, lowered or slewed with any lifting appliance in such a way as to cause sudden jerks to such appliance;

m. In hoisting a barrow, any wheel of such barrow shall not used be as a means of support unless adequate steps have been taken to prevent the axle of such wheel from slipping out of its bearing;

n. Long objects like planks or girders shall be provided with tag line to prevent any possibility of danger while raising or lowering such objects;

o. During the process of landing or material, a building worker shall not be permitted to lean out into empty space for finding out the loading and unloading of such material;

p. When hoisting of load is done in an enclosed space, neither the lifting material nor the boom shall project outside the enclosed space;

q. Adequate steps shall be taken to prevent a load, in the course of being hoisted or lowered from coming into contact with any object to avoid any displacement of such load and appropriate appliances provided and used for guiding heavy loads when raising or lowering heavy loads to avoid crushing of hands of building workers during such raising or lowering of loads.

7.14. HOISTS

a. Hoist towers shall be designed according to the relevant national standards;

b. Hoist shafts shall be provided with rigid panels or other adequate fencing at the ground level on all sides of such shafts and at all other levels on all sides of the access to such shafts while the walls of hoist shafts, except at approaches, extend at least two meters above the floor or platform of access to such shifts;

c. Approaches to hoist shall be adequately lit and provided with gates that shall be guarded to maintain visibility at least of two meters height; and equipped with a device, which requires such gate to be closed before the platform of such hoist can leave the landing, and prevents the gate from being opened unless such platform is at the landing;

d. The guides of hoist platforms shall offer sufficient resistance to bending and to bucking in the case of jamming, by providing a safety catch;

e. Overhead beams and their supports are capable of holding the total maximum live and dead loads that such beams and supports will be required to carry, with a safety factor of at least five;

f. A clear space shall be provided –

   i. Above the highest stopping place of a cage or platform to allow sufficient unobstructed travel of such cage or platform in case of over-winding and

   ii. Below the lowest stopping place of such cage or platform;

g. Adequate covering shall be provided above the top of hoist shafts to prevent materials from falling into such shifts;

h. Outdoor hoist towers shall be erected on adequately firm foundations and securely braced, guyed and anchored;

i. A ladder way shall extend from the bottom to the top of every outdoor hoist tower in case no other ladder way exists within easy reach and such ladder way shall comply with the relevant national standards;

j. The rated capacity of a hoisting engine shall at least be one and a half times the maximum load that such engine will be required to move;

k. All gearing on a hoisting engine shall be securely enclosed;

l. Steam piping of hoisting engine shall be adequately protected against accidental contact of such piping with a building worker;

m. Electrical equipment of a hoisting engine shall be effectively earthed;

n. A hoist shall be provided with suitable devices to stop a hoisting engine as soon as the platform of such hoist reaches its highest stopping place;

o. A hoisting engine shall be protected by suitable cover against weather and falling objects;

p. A hoisting engine set up in a public thoroughfare shall be completely enclosed;

q. All exhaust steam pipes shall discharge steam in such a manner that the steam so discharged does not scald any person or obstruct the operator's view;

r. The motion of a hoist shall not be reversed without first bringing it to rest to avoid any harm from such reverse motion;

s. A hoist not designed for the conveyance of persons shall not be set in motion from the platform of such hoist;

t. Pawls and ratchet wheels of a hoist, requiring disengagement of such pawls from such ratchet wheels, before the platform of such hoist is lowered, shall not be used;

u. A platform of a hoist shall be capable of supporting such maximum load that such platform may carry with a safety factor of at least three;

v. A platform of a hoist shall be equipped with suitable safety gear which can hold such platform with its maximum load in case its hoisting rope breaks;

w. On platform of a hoist, the wheel barrows or truck shall be efficiently blocked in safe positions;

x. A cage of a hoist or platform where the building workers are required to enter into such cage or to go on such platform at landing levels, shall be provided with a locking arrangement to prevent such cage or platform from moving during the time a worker enters or leaves such cage or platform;

y. The sides of platform of a hoist which are not used for loading or unloading, shall be provided with toe-board and enclosures of a wire mesh or any other suitable means to prevent the fall of any part of a load from such platform, further provided that

   i. The platform of a hoist, which has any probability of falling of any part of a load from it, shall be provided with an adequate covering to prevent such fall;

   ii. The counter weights of a hoist consisting of an assemblage of several parts shall be so constructed that such parts shall be rigidly connected together;

   iii. The counter weights of a hoist shall run between guides;

   iv. At every level of work the building workers shall be provided with adequate platforms for performing such work;

   v. A legible notice in Hindi as well as in a local language shall be displayed in a conspicuous place of the platform of a hoist and that such notice shall state the maximum carrying capacity of such hoist in kilograms on the hoisting engine;

   vi. On a hoist authorized and certified for the conveyance of the persons on the platform or in the cage and such notice shall state the maximum number of persons to be carried on such hoist at one time;

   vii. On a hoist carrying goods and other materials such notice shall state that such hoist is not meant for carriage of persons.

7.15. FENCING AND MEANS OF ACCESS TO LIFTING APPLIANCES

a. Safe means of access shall be provided to every part of lifting appliances;

b. The operator's platform on every crane or tip driven by mechanical power shall be securely fenced and provided with safe means of access and where access to such platform is by a ladder, the sides of such ladder shall extend to a height reasonable beyond such platform or some other suitable handhold shall be provided in the platform;

c. The handling place on such platform shall be maintained free from obstruction and slipping; and

d. In case the height of such ladder exceeds six meters, the resting platforms shall be provided on such ladder at every six meters of its height and where the distance between last platform so provided and the top end of such ladder is more than two meters then on such top end.

7.16. RIGGING OF DERRICKS:

Every derrick shall have current and relevant rigging plans and any other information necessary for the safe rigging of such derrick and its gear.

7.17. SECURING OF DERRICK FOOT:

Appropriate measures shall be taken to prevent the foot of a derrick from being lifted out of its socket or supports.

7.18. CONSTRUCTION AND MAINTENANCE OF LIFTING GEAR

a. Every lifting gear shall be –

i. of good design and construction, sound material and adequate strength to perform the work for which it is used;

ii. free from patent defects; and

iii. properly maintained in good repair and working order;

b. Components of the loose gear, at the time of its use, shall be renewed if one of its dimensions at any point has decreased by ten per cent or more;

c. A chain shall be withdrawn from use when it is stretched and increased in length which exceeds five per cent of its length or when a link of such chain is deformed or is otherwise damaged or defects in the welds have appeared on it;

d. Rings, hooks, swivels and end links attached to a chain shall be of the same materials as that of such chain;

e. The voltage of electric supply to any magnetic lifting device shall not fluctuate by more than **plus** or **minus** 10%.

7.19. TEST AND PERIODICAL EXAMINATION OF LIFTING GEARS

a. A lifting gear shall be initially tested for the manufacturer by a competent person in a manner specified as per schedule annexed before taking into use or after undergoing any substantive alterations which renders its any part liable to affect its safety and such gear alter such test shall subsequently be retested for the use of its owner at least once in every five years;

b. A lifting gear in use shall thoroughly examined once at least in every twelve months by a competent person;

c. A chain in use shall be thoroughly examined at least once every month by a responsible person for its use;

d. Certificates of initial and periodical test and examinations of loose gears shall be obtained in the form annexed.

7.20. ROPES

a. No rope shall be used for building or other construction work unless -

i) It is of good quality and free from patent defects; and

ii) In the case of wire rope, it shall be tested and examined by a competent person in the manner annexed;

iii) Every wire rope of lifting appliance or lifting gear used for building or other construction work shall be inspected by a responsible person for such use, once at least in every there month;

b. Provided that after if any such wire is broken in such rope, the responsible person shall thereafter inspect it once at least in every month and ensure that;

c. No wire rope shall be used for building or other constructing work if in any length of eight diameters of such wires, the total number of visible broken wires exceed ten per cent of the total number of wires in such rope, or such rope shows signs of excessive wear, corrosion or other defects which in the opinion of the person who inspects it, is unfit for use;

d. Eye splices and loops of ropes for the attachment of hooks, rings and other such parts to wire rope shall be made with suitable thimble;

e. A thimble or loop splice made in any wire rope sling shall conform to the following standards, namely:

   i) Wire rope sling shall have at least three tucks with full strand of rope and two tucks with one-half of the wires cut out of each of such strand in all cased, such strands shall be tucked against the lay of the rope;

   ii) Protruding ends of such strands in any splice of wire rope slings shall be covered or treated so as to leave no sharp points;

   iii) A fiber rope or a rope sling shall have at least four tucks, tail of such tuck being whipped in a suitable manner; and

   iv) A synthetic fiber rope or rope sling shall have at least four tucks with full strands followed by further tuck with one-half filaments cut out of each of such strand and final tuck with one-halt of the remaining filaments cut out from such strands. Any portion of the splices containing such tucks, with reduced number of filaments, shall be securely covered with suitable tape or other materials;

   v) Provided further that nothing contained above shall apply where any other form of splice, which may be shown to be as efficient as the splice with above standards, shall be used.

7.21. HEAT TREATMENT OF LIFTING GEARS

a. All chains other than bridle chains attached to derricks and all rings, hooks, shackles and swivels used in hoisting or lowering of such derricks shall be effectively annealed under supervision of a competent person and at the following intervals, namely:

   i) Such chains, rings, hoods, shackles and swivels which are not more than twelve and a half millimeter of length annealed at least once in every six months; and

   ii) All other such chains rings hooks shackles and swivels shall be so annealed at least once in every twelve months;

b. Provided that the clause (a) above shall not apply to -

   i) Pitched chins, working on sprocket or sprocket wheels;

   ii) Rings, hooks and swivels permanently attached to pitched chains, pulley blocks or weighing machines, and

   iii) Hooks and swivels having ball bearings or other case hardened parts;

c. A chin or a loose gear made of high tensile steel or alloy steel shall be plainly marked with a mark indicating that it is so made;

d. No chain or loose gear made of high tensile steel or alloy steel shall be subjected to any form of heat treatment except where such treatment is necessary for the purpose of repair of such chain or loose gear and that such repair shall be made under the direction of the competent person;

e. That the wrought iron gear, the past history of which is not traceable, shall be suspected of being heat treated at incorrect temperature shall be normalized before using it on any building or other construction work.

7.22. CERTIFICATE TO BE ISSUED AFTER ACTUAL TESTING AND EXAMINATION ETC:

A competent person shall issue a certificate after actual testing or examination of the apparatus specified and record of such test or examination shall be maintained for inspection.

7.23. REGISTER OF PERIODICAL TEST, EXAMINATION AND CERTIFICATION THEREOF

a. A register in the form annexed shall be maintained and particulars of such test and examination of lifting appliances, lifting gears and heat treatment as required shall be entered in such register;

b. Certificate in respect of each of the following shall be obtained from a competent person:

i) In cases of initial and periodical test and examination of the lifting appliances such as Winches, Derricks and their accessory gears, Cranes or Hoists and their accessory gears;

(ii) In case of test, examination and re-examination of loose gears;

(iii) In case of test and examination of wire ropes;

(iv) In case of heat treatment and examination of loose gears;

(v) In case of annual thorough examination of the loose gears, except where required particulars of such exemption have been enclosed in the register referred to in Form annexed and such certificates are attached to the register referred to as above and certificates kept at such construction site in case such register and certificate relate to lifting appliances, loose gear and wire ropes and

c. Produced on demand and retained for at least five years after the date of the last entry made in such register;

d. No lifting appliance or lifting gear in respect of which an entry is required to be made in register referred to above and certificate of test and examination are required to be attached in such register in the manner as specified, shall be used for building or other construction work unless the required entries have been made in such register and certificates.

7.24. VACUUM AND MAGNETIC LIFTING GEAR

a. No vacuum lifting gear, magnetic lifting gear or any other lifting gear where the load on it is held by adhesive power, shall be used while workers are performing operations beneath such gear;

b. A magnetic lifting gear used in connection with building or other construction work shall be provided with an alternative supply of power, such as batteries, which may come into operation immediately in the event of failure of the main power supply;

c. No building worker shall work within the swinging zone of the lifting gear or load or building or other construction material suspended to such lifting gear.

7.25. KNOTTING OF CHAINS AND WIRE ROPES:

No chain or wire rope with a knot in it shall be used in building or other construction work.

7.26. CARRYING OF PERSONS BY MEANS OF LIFTING APPLIANCES ETC.

a. No building worker shall be raised, lowered or carried by a power driven lifting appliance, except
   i. On the drive's platform in the cage of a crane; or
   ii. On as hoist; or
   iii. On an approved suspended scaffold;

b. Provided that a building worker may be raised, lowered or carried by a power driven lifting appliance:
   i. In circumstances where the use of a hoist or of a suspended scaffold shall not reasonably be practicable, or
   ii. On an aerial cableway or aerial ropeway, provided further that the following requirements are met:
   iii. That the appliance referred to above can be operated from one position only and that
   iv. Any winch used in connection with the appliance shall also comply with the requirements as laid down above.

c. The appliance referred to above shall not carry any person except:
   i. In a chair or cage,
   ii. In a skip or other receptacle at least three feet deep which shall be suitable for safe carriage of a person and any such chair, cage, skip or other receptacle shall be made of good construction, sound material, and adequate strength and properly maintained with suitable means to prevent any occupant therein from falling out of it and shall be free from any material or tools which may interfere with the handhold or foothold of such occupant or otherwise endanger him; and
   iii. Those suitable measures shall be taken to prevent the chair, cage skip or other receptacle from spinning or tipping in a manner dangerous to any occupant therein.

7.27. HOISTS CARRYING PERSONS

a. No building worker shall be carried with the help of a hoist unless it is provided with a cage which:
   i) Is so constructed as to prevent, when its gates are shut, any building worker carried by such hoist from falling out of it or from being trapped between any part of such cage and any fixed structure or other moving part of such hoist or from being struck by articles or materials falling down the hoist way on which such hoist is moving; and
   ii) Is fitted on each of its side from which access is provided to a landing place with a gate which has efficient interlocking or other devices to secure so that such gate cannot be opened except when such cage is at a landing place and that such cage cannot be moved away from any such place until such gate is closed;

b. Every gate in the hoist way enclosure of such hoist used for carrying persons shall be fitted with efficient interlocking or other devices to secure so that such gate cannot be opened except when the cage of such gate is at the landing place and that such cage cannot be moved away from the landing place until such gate is closed;

c. In every hoist used for carrying building workers there are provided with suitable and efficient automatic devices to ensure that the cage of such hoist comes to rest at a point above the lowest point to which such gave may travel.

7.28. ATTACHMENT OF LOADS

a. When a sling is used to hoist long materials, a lifting beam shall be used to space the sling legs for proper balance and when a load is suspended at two or more points with slings, the eyes of the lifting legs of such slings shall be shackled together and such shackled or eyes of the shackled slings shall be placed on the hook or the eyes of such lifting legs shall be shackled directly to the hoisting block, ball or balance beam, as the case may be;

b. Every container or receptacle used for raising or lowering stone, bricks tiles, slates or other similar objects shall be so enclosed with the hoist as to prevent the fall of such objects;

c. A loaded wheel barrows placed directly on a platform of a hoist for raising or lowering of such wheel barrows shall be so secured that such wheel barrows cannot move and such platform shall be enclosed to prevent the fall of the contents kept in such wheel barrows;

d. Landings of hoists shall be so designed and arranged that building workers on such hoist be not required to lean out into empty space for loading and unloading on any material from such hoist

7.29. TOWER CRANES

a. No person other than the operator trained and capable to work at heights shall be employed to operate tower cranes;

b. The ground on which a tower crane stands shall have adequate bearing capacity;

c. Bases for tower cranes and trucks for rail mounted tower cranes shall be firm and leveled and such cranes erected at a reasonably safe distance from excavations and operated within gradient limits as specified by the manufacturer of such cranes;

d. Tower cranes shall be sited where there is a clear space available for erection, operation and dismantling of such cranes;

e. Tower cranes shall be sited in such a way that the loads on such cranes shall not be handled over any occupied premises, public thoroughfares, railways or near power cables, other than construction works for which such cranes are used;

f. Where two or more tower cranes are sited and operated, every care shall be taken to ensure positive and proper communication between operators of such cranes to avoid any dagger or dangerous occurrences;

g. Tower cranes shall not be used for loading magnet, or demolition ball service, piling operation or other similar operations which could impose excessive load stresses on the crane structure of such cranes;

h. The instruction of the manufacturer of a tower crane and standard safe practices regarding such cranes shall be followed while operating or using such cranes.

7.30. QUALIFICATION OF OPERATOR OF LIFTING WINCHES AND OF SIGNALER ETC.

a. No person shall be employed to drive or operate a lifting appliance whether driven by mechanical power or otherwise or to give signals to driver of operator of such lifting appliance or to work as an operator of a rigger or derricks unless he is

i) Sufficiently competent and reliable;

ii) Possesses the knowledge of he inherent risks involved in the operation of lifting appliance;

iii) Medically examined periodically as specified and

iv) Is above eighteen years of age.

8.0 SAFETY IN THE USE OF TRANSPORT, EARTHMOVING EQUIPMENT & OTHER CONSTRUCTION MACHINERY

8.1 EARTHMOVING EQUIPMENT AND VEHICLES

a. All vehicles and earthmoving equipment shall be made of good material, proper design and sound constructional and be sufficiently strong for the purpose for which such equipment are properly used in accordance with standard safe operating practices;

b. Provided that the truck or trailer employed for transporting freight containers shall be of the size sufficient to carry the containers, without over hanging and provided with twist locks conforming to approved standards, at all the four corners of each of such use by an authority under the relevant law for the time being in force and is inspected by a responsible person, at least once in a month and record of such inspection shall be maintained:

c. All transport or earth moving equipment and vehicles shall be inspected at least once a week by a responsible person and in case any defend is noticed in such equipment or vehicle it shall be immediately taken out of use;

d. Power trucks and tractors shall be equipped with effective brakes, headlights and tail lamps and maintained in good repair and working order;

e. Side stanchions on power trucks and trailers for crying heavy and long objects shall be

i. Of sound construction and free from defects;

ii. Provided with tie chains attached to the top across the loads for preventing such stanchions from spreading out; and

iii. Kept in position while loading and unloading;

iv. Safe gangways provided for to and fro movement of building workers engaged in loading and unloading of lorries, trucks, trailers and wagons;

v. Trucks and other equipment shall not be loaded beyond their safe capacity and carry workers engaged in loading and unloading of lorries, trucks trailers and wagons in an unsafe condition;

vi. Handles of trucks shall be so designed as to protect the hands of the building workers working on such trucks, or such handles provided with knuckle guards;

vii. No unauthorized person shall ride the transport equipment employed in such work;

viii. A driver of a transport equipment shall maneuver such equipment under the direction of a signaler;

ix. Adequate precaution such as isolating the electric supply or erecting overhead barriers of a safe height shall be taken when earth moving equipment or vehicles are required to operate in dangerous proximity to any live electric conductor;

x. Vehicles and earth moving equipment shall not be left on a slope with the engine of such vehicles or equipment running;

xi. All earth moving equipment, vehicles or other transport equipment shall be operated only by such person who are adequately trained and possess such skills as required for safe operation of such equipment, vehicle or other transport equipment.

8.2. POWER SHOVELS AND EXCAVATOR

a. A shovel or an excavator whether operated by steam or electric or by internal combustion, shall be constructed, installed, operated, tested and examined as per approved standards;

b. Excavator equipped for use as a mobile crane shall be examined and tested in accordance with the requirements for such mobile cranes as laid down by the manufacturer; and

c. Fitted with an automatic safe working load indicator;

d. Buckets or grabs of power shovels shall be propped to restrict the movement of such buckets or grabs while being repaired or while the teeth of such buckets or grabs are being changed.

8.3. BULLDOZER

a. Operator of every such bulldozer before leaving the dozer shall take the following steps:

i) Apply the brakes;

ii) Lower the blade and sipper and

iii) Put the shift lever into neutral;

iv) Dozer left on level ground at the close of the work for which such bulldozer is used;

v) The blade of a bulldozer kept low when such bulldozer is moving uphill;

vi) The bulldozer blades not used as brakes except in an emergency.

8.4. SCRAPERS

a. A tractor and scraper shall be joined by safety line at the time of its operation;

b. The scraper bowls shall be propped while blades of such scraper are being replaced;

c. A scraper moving downhill shall not be left in gear.

8.5. MOBILE ASPHALT LAYERS & FINISHERS

a. A mixture elevator shall be located within a wooden or sheet metal enclosure with a window for observation, lubrication and maintenance;

b. Bitumen scoops shall have adequate covers;

c. When asphalt plants are working on public road, adequate traffic control shall be established on such road and the building workers working with such plant provided with reflective jackets;

d. A sufficient number of fire extinguishers shall be kept in readiness at such workplace where fire hazards may exist;

e. The materials shall be loaded on the elevator after the drying drain has warmed up of such elevator;

f. No open light shall be used for ascertaining the level of asphalt;

g. Inspection opening shall not be opened till there is a pressure in the boiler, which may cause injury to building workers.

8.6. PAVERS:

Pavers shall be equipped with guards suitable to prevent building workers from walking under the skip of such pavers.

8.7. Road rollers: Before a road roller is used on the ground, such ground shall be examined for its bearing capacity and general safety, especially at the edges of slopes such as embankment on such grounds and shall not be moved downhill with the engine out of gear.

8.8. GENERAL SAFETY IN RESPECT OF POWERED CONSTRUCTION MACHINERY

a. Every vehicle or earthmoving equipment shall be equipped with -

i) Silencers;

ii) Tail lights

iii) Power and hand brakes;

iv) Reversing alarm; and

v) Search light for forward and backward movement, which are required for safe operation of such vehicle or earthmoving equipment;

b. The cab of vehicle or earthmoving equipment shall bee kept at least one meter from the adjacent face of a ground being excavated;

c. When cranes of shovel are traveling, the boom of such crane or shovel shall be in the direction of such travel and the bucket or scoop attached to such crane or shovel raised and without load except when such traveling is downhill.

9.0 SAFETY IN THE PROVISION OF RUNWAYS AND RAMP

9.1. USE OF RUNWAYS AND RAMPS:

a. Runway or ramps shall not be less than 430 mm in width and constructed of not less than 25 mm thick planking or any other material of adequate strength to withstand the required load, supported substantially in relation to the span and braced with such runway or ramp, and design and construction of such runway or ramp shall be in accordance with the approved standards;

b. Every runway or ramp located more than 3 m above the floor or ground shall be on open sides and provided with a guardrail of adequate strength and height of not less than 1 m.

c. Use of runways and ramps by vehicles:

   i. All runways and ramps shall be of sound construction, strength and securely braced and supported;

   ii. Every runway or ramp for the use of transport equipment like trailers, trucks or heavier vehicles shall have a width of not less than 3.7 m and provide with timber curbs or any other material of adequate strength with not less than 200 mm by 200 mm in width placed parallel to, and secured to, the sided of such runway or ramp and such runways or ramps or ramps shall be designed in accordance with the approved standards.

9.2. SLOPE OF RAMPS:

Every ramp shall have a slope not exceeding one in four and the total rise of a continuous ramp used by building workers carrying material or using wheelbarrows shall not exceed 3.7 m, unless broken by horizontal landing of at least 1.2 m in length.

9.3. USE OF RUNWAYS OR RAMPS BY WHEELBARROWS, ETC.

a. Every runway or ramp used for wheelbarrows and carts or hand trucks shall not be less than 1 m width and constructed of not less than 50 mm thick planking, and supported and braced suitably for such use;

b. Every runway or ramp located more than 3 m above the floor or ground shall be provided on the open sides with suitable guardrails of adequate strength.

10. SAFETY IN HANDLING AND USE OF EXPLOSIVES

10.1 GENERAL PROVISIONS:

a. The use of explosives shall be carried out in a safe manner to avoid injury to any person and under the direct supervision of a responsible person;

b. No person other than authorized and competent one shall be allowed to handle and use explosives;

c. Before using any explosive, necessary warning and danger signals shall be erected, at conspicuous places of such use to warn the building workers and the general public of the danger involved in such use.

d. No person other than authorized and competent one shall be allowed to handle and use explosives.

e. Smoke, open lamps, other type of hot or heat producing items and sparks shall be prohibited in or near explosives magazines or while explosives are being handled, transported or used.

f. No person shall be allowed to handle or use explosives while under the influence of intoxicating liquors or dangerous drugs.

g. The explosives shall be accounted for at all times. No explosives or blasting agents shall be abandoned.

h. No fire shall be fought where the fire is in the imminent danger of contact with explosives. All employees shall be removes to a safe area and the fire area shall be guarded against intruders.

i. Employees authorized to prepare explosive charges or conduct blasting operations shall use every reasonable precaution including but not limited to visual and audible warning signals, flags, or barricades to ensure employee safety.

j. Due precautions shall be taken to prevent accidental discharge of electric blasting caps from current induced by induced voltage, lightning, adjacent power lines, dust storms, or other sources of extraneous electricity or otherwise. These precautions shall include:

k. Short-circuiting of detonators in holes, which have been primed and shunted until wired into the blasting circuit.

l. The suspension of all blasting operations and removal of persons from the blasting area during the approach and progress of an electric storm.

m. The prominent display of adequate signs, warning against the use of radio transmitters, on all roads within 1000 ft of blasting operations. Whenever adherence to the 1000 ft distance would create an operational handicap, a competent and expert person shall be consulted to evaluate the particular situation, and an alternative provided, which are adequately designed to prevent any premature firing of electric blasting of caps. A description of any such blasting shall be reduced to writing and shall be certified as meeting the purposes of this subdivision by the competent person consulted. The description shall be maintained at the construction site during the duration of the work, and shall be available for inspection.

n. Empty boxes and paper and fiber packing materials, which have previously contained high explosives, shall not be used again for any purpose, but shall be destroyed by burning at an approved location.

o. Explosives, blasting agents and blasting supplies that are obviously deteriorated or damaged shall not be used.

p. Delivery and issue of explosives shall only be made authorized persons into authorized magazines or approved temporary storage or handling areas.

q. Blasting operations in the proximity of overhead power lines, communication lines, utility services, or other services and structures shall not be carried on until the operators and/or owners have been notified and measures for safe control have been taken. In such situations controlled blasting shall be restored to.

r. All loading and firing shall be directed and supervised by competent persons thoroughly experienced in this field.

s. Loaded boreholes shall not be left unattended after the end of the shift.

t. Suitable and sufficient means of egress to ground level shall be provided in all cases of excavations, trenches, all other places where explosives are handled above or below ground level.

u. At an appropriate time before the final blasting warnings, workers in the area shall be removed to a designated safe place.

v. An unmistakable, audible, final warning shall be sounded one minute prior to the detonation of explosives; after completion, when the person in charge has established that safe conditions prevail, an “all clear” shall be sounded.

w. To prevent persons entering any danger zone during blasting operations notices shall be given to all concerned.

x. Notices referred above shall indicate:

   i. that explosives are in use;

   ii. the audible warning sound and the “all clear” and state when they will be sounded; and

   iii. the warning flags in use, including an “all clear” flag.

y. Precautions against lightning shall be provided in accordance with the Indian Electricity Act and Indian Explosives Act and Rules and regulations framed there under.

z. Package containing explosives shall not be dragged, dropped or handled roughly.

aa. Non-sparking tools shall be used to open keys.

bb. The explosives shall not be carried in the box or otherwise on any individual.

cc. Nothing shall be inserted in the open end of the blasting cap except fuses.

dd. Deteriorated or damages explosives shall not be used but shall be disposed or destroyed strictly in accordance with the approved methods and in the doing so the manufacturers or the appropriate authority's instructions shall be followed.

ee. lightning shall be in accordance with Indian Electricity Act/Rules

10.2. TRANSPORTATION OF EXPLOSIVES

a. Keep safe distance and to use non-sparking tools while opening packages containing explosives;

b. Stop the use of explosives and handling thereof while the weather conditions are not suitable for such use or handling;

c. Due precautions shall be taken to prevent accidental discharge of electric blasting caps from current induced by induced voltage, lightning, adjacent power-lines, dust storms or other sources of extraneous electricity or otherwise. These precautions shall include –

   i. Suspension of all blasting operations and evacuation of persons;

   ii. All warning signs shall be displayed within 200 m of blasting operations and in case putting up a sign at 200 m is impractical, the contractor shall consult the Engineer-in-charge for alternatives;

   iii. All loading and firing shall be directed and supervised by competent persons thoroughly experienced in the field;

   iv. To prevent persons entering any danger zone during blasting operations, notices shall be given to all concerned;

d. In addition to these provisions, all measures and precautions that are required to be observed for use, handling, storing or transportation of explosives under the Rules framed under the Explosives Act, 1884 (4 of 1884) shall be observed;

e. All the relevant statutory provisions, local laws and rules and regulations shall be complied with.

f. Where the magazine is located near the construction site and blasting operation continues daily, actual requirement of explosives shall be drawn from the magazine and transported to the site. Any leftovers shall be returned to the magazine each time after the blast. In case of work at scattered places and for a small duration, portable magazines shall be used and kept within a fence in safe place and properly guarded.

g. For carrying higher quantity (more than 5 kg of explosives) specially designed insulated containers shall be used. These containers shall be constructed of finished wood not less than 5cm thick or plastic not less than 6mm thick or pressed fibre not less than 10mm thick. There shall be no metal parts (not even nails, bolts, screws etc.) and the containers shall be provided with suitable non-conductive carrying device, such as rubber, leather or canvas handle or strap.

h. Vehicles to be used for transportation explosives shall be in good working condition and shall have a tight wooded or non-sparking metal (copper, brass and the like) floor with sides and

ends high enough to prevent the explosives from failing off the vehicle. In open bodied vehicles, the explosives shall be covered with a waterproof and fibre tarpaulin.

i. Electrical wiring in vehicle shall be fully insulated so as to prevent the danger of short-circuiting and at least two fire extinguishers of carbon dioxide type shall be carried. The vehicle shall be properly marked indicating adequate warning to the public in regard to the nature of cargo.

j. No metals except approved metal truck shall be allowed to come in contact with cases of explosives, metal, flammable, or corrosive substance shall not be transported with explosives. As far as possible, transportation of any material along with explosives shall be prohibited.

k. Smoking shall be prohibited in the vehicle carrying explosives.

l. No unauthorized person shall be allowed in the vehicle, carrying explosives.

m. Loading and unloading of explosives shall be done carefully.

n. Explosives and detonators or blasting caps shall not be permitted to be transported in the same vehicle.

o. Detonators and other explosives for blasting shall be transported to the site of work in the original containers or in securely locked separate non-metallic containers and shall not be carried loose or mixed with other materials.

10.3. STORAGE OF EXPLOSIVES AND BLASTING AGENTS

a. Explosives and related materials shall be stored in approved facilities.

b. Blasting caps, electric blasting caps, detonating primers, and primed cartridges shall not be stored in the same magazine with other explosives or blasting agents.

c. Smoking and open flames shall not be permitted within 50 feet of explosives and detonators storage magazine.

d. No Explosives or blasting agents shall be permanently stored in any underground area until the area has been developed to the point where at lease two modes of exit have been provided.

e. Permanent underground storage magazine shall be at least 300 feet from any shaft or other active under ground working area.

f. Permanent underground magazines containing detonators shall not be located closer than 50 feet to any magazine containing other explosives or blasting agents.

10.4. DRILLING AND LOADING

a. Before planning out the drilling operations for blasting purposes, nature of stratum and the over burden shall necessarily be examined to avoid possibilities of landslides after blasting.

b. The face or rock shall be carefully examined before drilling to determine the presence of unfired explosives**.** No attempt shall be made to drill at a site if un-detonated explosives are suspected. In such case the boreholes shall be thoroughly cleaned before a cartridge is

inserted. Wooden tamping rods (not pointed, but cylindrical throughout) shall be used in the charging the holes. The cartridge will be on the top.

c. The borehole shall be carefully checked for length, presence of water dust, etc. with a wooden temping pole or a measuring tape before loading.

d. Surplus explosives shall not be stacked near working areas during loading/unloading.

e. The line of detonating fuse extending into a borehole shall be cut from the spool before loading the remainder of the charge.

f. A bore shall not be loaded with explosives after springing (enlarging the hole with explosives) or upon completion of drilling without making sure it is cool and it does not contain any hot smoldering material. Temperatures in excess of 65^{o} C are dangerous.

g. A bore near another hole loaded with explosives shall not be sprung.

h. No force shall be used for inserting cartridges or any explosives into a bore hold or pass any obstruction in a borehole.

i. No force shall be used for inserting a blasting cap or an electric blasting cap into explosive. The cap shall be inserted into a hole made with a pickers designed for the purpose. A hitch of the electric blasting cap leading wire shall be made on the primer cartridge so as to prevent pulling out the electric blasting cap from the explosive charge. In case of fuse, the fuse shall be tied to the explosive cartridge so that the blasting cap is not pulled out. Care shall be taken so that the blasting cap is not pulled out. Care shall be taken so that the electric blasting cap, leading wire or the length of the fuse does not get damaged during loading of the charge.

j. No attempt shall be made to slit, drop, deform or abuse the primer.

k. Blasting caps or electric blasting caps shall not be connected to detonating fuse except by methods recommended by the manufacturers of caps.

l. Explosive cartridge shall not be cut, nor explosive removed from the cartridge for use.

m. Metallic devices of any kind shall not be used in tamping. Wooden tamping tools with not exposed metal parts except non-sparking metal connectors for jointed poled shall be used. Violent tamping shall be avoided. Primer shall not be tamped.

n. Care shall be taken to confine the explosives in the bore hold with sand, earth clay or other suitable combustible stemming material.

o. Kinking or injuring of fuse or electric blasting cap wires shall be avoided when tamping.

10.5. ELECTRICAL SHOT-FIRING CIRCUIT

a. In deciding the sizes of wires, fuses, circuits, blasting switches, etc., instructions issued by the manufacturers of these articles shall be followed, if they do not contradict with Indian Explosives Act or framed under it.

b. No person shall attempt to uncoil the wires and open out the short-circuited bare leading wires of the electric blasting cap during approach of dust storm or near any source of large

charge of static electricity or near a radio transmitter. The manufacturer of the cap or the Inspectorate of Explosives shall be consulted regarding the distance from the transmitter beyond which electric short firing shall be conducted.

c. Firing circuit shall be kept completely insulated from the ground of the other conductors, such as wires, rails, pipes or other paths or stray current.

d. There shall not be any electric live wires or cables of any kind near electric blasting caps or other explosives except at the time and for the purpose of firing the blast.

e. All electric blasting caps shall be tested singly and also when connected in a circuit in series using only an approved type of circuit continuity tester or ohmmeter.

f. No attempt shall be made to use in the same circuit either electrical blasting caps made by more than one manufacturer or electric blasting caps of different design or function even if made by the same manufacturers unless such use is approved by the manufacturers.

g. No attempt shall be made to fire a circuit of electric blasting caps with less than the minimum current specified by the manufacturer of that electric blasting cap.

h. Care shall be taken to ensure that all wire ends to be connected are bright and clean.

i. The electric cap wires or leading wires shall be kept short circuited until ready to fire.

j. When energy for blasting is taken from power circuits the voltage shall not exceed 220v. The wiring controlling arrangements shall conform to the following:

k. The blasting switch shall be strictly according to the specifications, externally operated double-throw switch, which when locked in the open position will short circuit and ground the leading wires. The switch shall be installed at the location where the firing is to be controlled.

l. A 'safety' switch of the same type as the blasting switch shall be installed between the blasting switch and the firing circuit and lead lines, at a distance not to exceed 180cm from the blasting switch.

m. Both the safety switch and the blasting switch shall be locked in the open position immediately after the shot and before any person is permitted to return to the blasting area. Key to the switches shall remain in the possession of the blaster at all times.

n. Rubber covered or other adequately insulated copper wires in good condition shall be used for firing lines and shall have solid cores of appropriate gauge. Sufficient firing line shall be provided to permit the blaster to be located at a safe distance from the blast. Single conductor lead lines shall be used.

o. Blasting operations in the proximity of overhead power lines, communication lines, utility lines, or other structures shall not be carried on until the operator or the owner, or both of such lines as been notified and precautionary measures deemed necessary, have been taken.

p. All holes loaded on a shift shall be fired on the same shift.

q. As far as possible, blasting shall be carried out using suitable exploder with 25 per cent excess capacity. Electric power from the mains shall be used only when it is absolutely necessary.

10.6. SHOT-FIRING WITH SAFETY FUSE

a. The fuse shall be carefully handled to avoid damaging the covering. In very cold weather the fuse shall be slightly warmed before using so as to avoid cracking the waterproofing.

b. Short fuse shall not be used. The length of a fuse shall not be less than 120cm. The rate of burning of the fuse shall be known and it would be necessary to make sure that it will take sufficient time in burning so as to enable all persons to reach a place of safety. The burning rate of the fuse shall not be more than 60 cm/min.

c. The fuse shall not be cut until the operation to insert the fuse into a blasting cap is ready. The fuse shall be cut off about 2.5 to 5 cm to ensure a dry end. It shall be cut squarely across with a clean and sharp blade. The fuse shall be seated lightly against the cap charge and care shall be taken to avoid twisting after it has been placed in position.

d. Blasting caps shall not be crimped by any means except by a cap crimper designed for the purpose. It shall be necessary to make sure that the cap is squarely crimped to the face.

e. The fuse shall be lighted with a fuse lighter designed for the purpose. If a match is used, the fuse shall be slit at the end and the match head held in then slit against the power core and then the match head rubbed against an abrasive surface to light the fuse.

f. The fuse shall not be lighted until sufficient stemming has been placed over the explosives to prevent sparks of live match heads from coming into contact with the explosives.

g. The explosives shall not be held in hands when lighting the fuse.

10.7. UNDERGROUND WORK

a. Only permissible explosives and in the manner as specified by the appropriate authority shall be used.

b. Excessive quantities of explosives shall not be taken underground at any time. Black blasting powder or pellet powder shall not be used with any other explosive in the same borehole.

10.8. BEFORE AND AFTER FIRING

a. Before firing, sufficient warning shall be given to enable the people working in the area to get off the danger zone. The danger zone shall be suitable cordoned off and flag men posted at important points.

b. No loose materials, such as tools, drilling implements etc. Shall be left on the rock surfaces to be blasted.

c. Blasting in the open shall be carried out during the fixed hours every day or on fixed days in the week. This information shall be amply publicized and the following precautions observed:

d. On the project sites, where blasting operations are carried out, daily blasting hours shall be clearly printed on the sign-boards on all the roads approaching that area.

   i. Road closing barriers should be provided to close the traffic on these roads, at least 400 meters away when the firing is to take place.

ii. The beginning of the firing shall follow loud sirens and similarly loud sirens shall succeed the completion of the firing.

e. The shot-firer shall not be allowed to return to the blasting site after firing, until at least 5 min have elapsed. In case of electric shot firing, the shot holes shall be examined after firing and in case of misfire no person shall be allowed to approach the blasting site for at lease 5 min. In case of shot firing with safety fuse, utmost care shall be taken to count the number to ensure that all the shots have fired and in the event of misfire, no person shall be allowed to approach the blasting site for at least 30 min. In any case, a careful inspection for the remaining un-detonated explosive shall be made after firing the shots. All misfired shot holes shall be cross-marked. No other person than those duly authorized shall approach the holes until one of the following operations has been performed in respect of each of the misfired holes:

f. If the misfire is due to a faulty cable or faulty electrical connection the defect shall be remedied and the shot fired.

g. The stemming shall be floated out by use of water or air jet from hose until the hole has been opened to within 60 cm of the charge, whereupon water will be siphoned or pumped out, then a fresh new charge placed and duly detonated. Or

i. A careful search shall be made of unexploded material in the debris of the charge.

ii. If a shift charge is unavoidable, the person in-charge of one shift before leaving the work shall inform the person relieving him for the next shift of any cases misfired and shall point out their position duly cross marked and also state clearly what action has to be taken in the matter.

Note: The rules are made considering statutory provisions and other National/International standards. However, if any statutory provision overruling these laws is made, the statutory provisions shall overrule the NTPC Rules.

11.0 SAFETY IN EXCAVATION & TUNNELING WORK

SAFETY IN EXCAVATION

11.1GENERAL PROVISIONS

a. Before undertaking any activity, the soil shall be tested and in case of availability of any explosive gas, necessary arrangements must be made to remove/dilute such gases and in case they are found to be toxic or poisonous, the workplace must be purged and continuous ventilation maintaining the contamination below the permissible level ensured;

b. The position of underground installations such as sewers, water pipes and electrical cables shall be verified and in case of their existence, they must be isolated;

c. If they cannot be isolated or removed or shutdown, they shall be fenced, hung up or otherwise protected. On every part likely to be visited by persons or where transport vehicles ply, the area shall be suitably fenced, guarded or barricaded to prevent fall of persons, vehicles or livestock into the excavated area;

d. Warning signs shall be erected and the in the night hours the area shall be illuminated to warn pedestrians and vehicular traffic;

e. Arrangements shall be made to prevent external vibrations due to rail/road traffic;

f. Blasting shall be carried out in accordance with the norms applicable in this regard. Special care shall be taken to control the impact of vibrations/tremor caused by blasting to protect excavations from cave-ins;

g. Arrangements shall be made to save other buildings/structures in the affected zone or in the vicinity of the area of excavation, from collapse;

11.2 SHORING AND TIMBERING

a. Site of excavations, where workers are exposed to danger from moving ground, shall be made safe by maintaining due slope not exceeding the angle of repose of different types of soil or otherwise by shoring, portable shields or other effective means;

b. All trenches in the soil, other than rock or hard compact soil more than 1.5 m deep into which men enter, shall be securely shored and timbered under the supervision of a competent person and only the trained workers shall be allowed to substantially alter or dismantle the shoring or timbering;

c. All struts, braces and walls in excavation shall be adequately secured so as to prevent their accidental displacement;

d. In all excavations in soft or fissured rock or hard soil exceeding 2 m in depth, except those which are sloped to within 1.5 m of the bottom into which men enter, shall be securely shored and timbered;

e. Where the sides of the excavations are sloped as outlined above, but not within the 1.5 m of the bottom, vertical sides shall be shored and the shoring shall extend at least 30 cm above the vertical sides. When open spaced sheathing is used, a toe-board shall be provided to prevent material rolling down the slope and falling into the excavated.

11.3. SHEATHING

a. The sheathing should be placed against the side of the trench so that length of each piece of sheathing is vertical. It should be held securely in place against the wales by ensuring that sheathing is kept firmly pressed against the wall of the trench. Where the trench excavated is loose, sandy or soft soil or soil which has been previously excavated or soil which is under hydrostatic pressure, each piece of sheathing shall be driven into the bottom of the trench so as to firmly hold it in place;

b. Where two or more pieces of sheathing are used one above another, the sheathing shall be so arranged that the lower pieces of sheathing shall overlap the lowest wales supporting the piece of sheathing next above it. These pieces of sheathing shall be firmly driven into the soil and securely supported by wales and struts, as the trench is made deeper.

11.4. WALES

a. The wales shall be parallel to the bottom or the proposed bottom of the trench. Each wale shall be supported on cleats spiked to the sheathing or by posts set on the wales next below it and in the case of the lowest wale on the bottom of the trench itself. Where necessary, wedges may be provided between a wale and the sheathing it supports so that roughly uniformity is given to all individual pieces of sheathing.

11.5. STRUTS

a. Struts shall be horizontal and at right angles to the wales or sheathing supported thereby. Struts shall be cut to the proper length required to fit in tightly between the wales. Where necessary, the struts shall be held securely in place by wedges, driven between the struts and the wales;

b. Struts shall be placed on cleats spiked or bolted to the posts supporting the Wales.

11.6. LOOSE SITE MATERIALS:

No loose material shall be kept very close to the excavation creating possibility of its fall into the excavated area. A safe distance of at least 1 m shall be maintained.

11.7. PLANT & MACHINERY:

Movement of vehicles and heavy equipment shall be kept at a distance least equal to the depth of the excavation or at least 6 m for excavation deeper than 6 m and the workers shall be provided with proper tools.

11.8. MEANS OF ACCESS

a. For trenches deeper than 1.5 m, safe means of access and egress shall be provided at intervals of every 15 m. Where it is not possible to provide safe means of access and egress as above, ladders shall extend from the bottom of the trench to at least 90 cm above the ground;

b. Walkways, runways and sidewalks shall be kept clear of excavated materials or other obstructions and no side walls shall be undermined-undercut unless it is capable of carrying a minimum live load of 125 lbs per square feet;

c. If planks are used for raising walkways, runways or sidewalks, they should be parallel to the length of the walk and fastened together against displacement;

d. Lone worker shall not be allowed to work in the excavated area.

11.9. INSPECTIONS:

A competent person shall make inspections every day and necessary measures shall be taken to safeguard against possible cave-ins or slide or collapse of the excavations.

11.10. NOTIFICATION OF INTENTION TO CARRY OUT EXCAVATION AND TUNNELING WORK

a. Within thirty days, prior to the commencement of such excavation or tunneling work, the contractor shall inform in writing the detailed layout plans, method of construction and schedule of such excavation or tunneling work to the Engineer in-charge of NTPC;

b. In case compressed air is used in such excavation or tunneling work or any work incidental to or required for such excavation or tunneling work, the technical details and drawings of all man-locks and medical-locks together with names and addresses of all construction medical officers duly qualified and so appointed by such contractor for the purpose of such excavation or tunneling work shall be sent to the Engineer in-charge.

11.11. PROJECT ENGINEER

a. The contractor undertaking any excavation or tunneling work shall appoint a Project Engineer for safe operation of such projects;

b. Such Project Engineer shall exercise overall control of the operations and the activities at such project and be responsible for carrying out the activities safely.

11.12. RESPONSIBLE PERSON

a. The contractor undertaking excavation or tunnel ling work at construction site of a building or other construction work shall appoint a responsible person for safe operation of such excavation or tunneling work;

b. The name and addresses of such responsible persons shall be forwarded to the Engineer in-charge;

c. Duties and responsibilities of the responsible person referred to above person shall include

   i. To carry out smoothly such excavation or tunneling work;

   ii. To inspect and rectify any hazardous situation relating to such excavation or tunneling work;

   iii. To take remedial measures to avoid any unsafe practice or conditions relating to such excavation or tunneling work.

11.13. WARNING SIGNS AND NOTICES

a. Suitable warning signs or notices, required for the safety of building workers carrying out the work of an excavation or tunneling, shall be displayed or erected at conspicuous places in Hindi

and in language understood by the majority of such building workers at such excavation or tunneling work;

b. Such warning signs and notices with regard to compressed air working shall include:

   i) The danger involved in such compressed air work;

   ii) Fire and explosion hazards;

   iii) The emergency procedures for rescue from such danger or hazards.

11.14. REGISTER OF EMPLOYMENT

a. The contractor shall ensure that at a construction site of a building or other construction work where an excavation or tunneling work is being carried on, a register of employment of building workers carrying out such excavation or tunneling work is maintained and produced on demand;

b. Periods of work of such excavation or tunneling work shall be maintained in a register on day-to-day basis and such register shall be produced on demand

11.15. ILLUMINATION

a. All contractors carrying out excavation or tunneling work at a construction site of a building or other construction work shall provide for emergency generators on such construction site to ensure adequate illumination at all work places where such excavation or tunneling work is being carried out;

b. In case of power failure, all workplaces where excavation or tunneling works are carried out shall be adequately illuminated

11.16. PNEUMATIC TOOLS:

Supply lines to pneumatic tools used within a tunnel are fitted with water trap or safety chain or safety wire, as the case may be.

11.17. STABILITY OF STRUCTURE DURING GENERAL EXCAVATION & TUNNELING:

The contractor shall ensure that where there is any doubt as to the stability of any structure adjoining the workplace or other areas to be excavated or where tunneling work is to be carried out –

a. The Project Engineer shall arrange for measures like underpinning, sheet piling, shoring, bracing or other similar means to support such structure and to prevent injury to any building worker working adjacent to such structure or damage to property or equipment adjacent to such structure;

b. Where any building worker engaged in excavation is exposed to hazard of falling or sliding material or article from any bank or side of such excavation which is more than 1.5 m above his footing, such worker shall be protected by adequate piling and bracing against such bank or side;

c. The excavation and its vicinity shall be checked by a responsible person after every rain, storm or other occurrences carrying hazards and in case a hazard is noticed at such checking, adequate protection against slides and cave-in to prevent such hazard shall be provided;

d. Temporary sheet piling installed for the construction of a retaining wall after excavation shall not be removed, except on the advice of the responsible person after an inspection carried out by such responsible person;

e. Where banks of an excavation are undercut, adequate shoring shall be provided to support the material or article overhanging such bank;

f. Excavated material shall not be stored at least 0.5 m from the edge of an open excavation or trench and the banks of such excavation or trench shall be stripped of loose rocks and other materials which may slide, roll or fall upon a building worker working below such bank;

g. Adequate and suitable warning signs shall be put-up at conspicuous places at the excavation work to avoid any person falling into the excavations or trenches;

h. The responsible person shall ensure at the excavation that no building worker is permitted to work where such building worker may be struck or endangered by the excavation machinery or material or article used in such excavation.

11.18. SAFE ACCESS AND EGRESS:

Ladders, staircases or ramps are provided, as the case may be, for safe access to and egress form excavation where the depth of such excavation exceeds one point 1.5 m and such ladders, staircases or ramps comply with the relevant national standards.

11.19. TRENCHES

a. A trench or excavation shall be protected against falling of a person by suitable measures if the depth of such trench or excavation exceeds 1.5 m and such protection shall be an improved protection in accordance with the design and drawing of a Professional Engineer, where such depth exceeds 4 m;

b. Where the depth of a trench requires two lengths of sheet piling, one above the other, the lower piling shall be set inside the bottom strings or wales of the upper piling and such sheet piling shall be driven down and braced as the excavation continues;

c. All metal sheet piles used in excavation or a trench shall be welded end-to-end and secured by other similar means.

11.20. POSITIONING AND USE OF MACHINERY:

Any machinery used in excavation and tunneling work shall be positioned and operated in such a way that such machinery will not endanger the operator of such machinery or any other person in the vicinity.

11.21. BREATHING APPARATUS:

Suitable breathing apparatus shall be provided to a building worker while working in compressed air environment for his use at excavation or tunneling work and such breathing apparatus shall be maintained in good working condition at all times.

11.22. SAFETY MEASURES FOR TUNNELING OPERATIONS

a. Where there is a danger of falling or sliding of material from the roof face or wall of a tunnel, adequate measures such as shoring, supporting by means of rock bolts, segments or steel sets shall be taken for the safety of building workers;

b. The excavated areas shall be made safe by use of suitably designed and installed steel sets, rock bolts or similar other safe means;

c. The responsible person shall examine and inspect the workplaces in a tunnel before the commencement of work in such tunnel and at regular intervals thereafter to ensure safety of the building workers in such tunnel;

d. The portal areas of a tunnel with loose soil or rock, likely to cause injury to a person shall be adequately protected with supports.

11.23. SURROUNDINGS OF A SHAFT

a. Surroundings of a shaft used in excavation or tunnel work shall be protected from being washed away by construction of sufficient height;

b. Where a building worker is required to enter a shaft at an excavation or tunneling work, safe means of access shall be provided for such entry;

c. Every shaft at excavation or tunneling work shall be provided with a steel casing, concrete piping, timber shoring or other materials of adequate strength for the safety of building workers working in such shaft;

d. Such casing and bracing shall be provided to shafts at an excavation or tunneling work according to the appropriate design for such casing and bracing;

e. A reinforced concrete raft and beam shall be provided around the opening of a shaft at an excavation or tunneling work if the ground surrounding such opening is unstable or unsafe.

11.24. LIFT FOR SHAFT:

Lift shall be provided for transport of building workers and materials or articles at an excavation or tunneling work required to descend more than 50 m in a shaft.

11.25. MEANS OF COMMUNICATION

Reliable and effective means of communication such as telephone or walkie-talkie shall be provided and maintained in working order for arranging better and effective communication at an excavation or tunneling work at the following locations, namely:

i. Working chamber of an excavation;

ii. Intervals of hundred meters along the tunnel;

iii. Working chamber side of a man lock near the door of such man lock;

iv. Interior or each chamber of a man lock;

v. Location conspicuous lock attendant's situation;

vi. A compressor plant;

vii. A first-aid station, and

viii. Outside the portal or the top of a shaft;

ix. Such number of bells and whistles shall be made available at all times at the locations as are necessary for the safety of persons at such locations.

11.26. SIGNALS:

The standard audio or video signals shall be used in excavation or tunneling work and conspicuously located or displayed near entrance to the workplace and in such other locations as may be necessary to bring such signals to notice of all building workers employed in such excavation or tunneling work.

11.27. CLEARANCES

a. The minimum lateral clearances of 0.5 m shall be maintained between any part of a vehicle and any fixture or any equipment used in an excavation or tunneling work after allowing the throw or swing of such fixture or equipment;

b. The overhead clearance for a locomotive drive at excavation or tunneling work shall not be less than 1.20 m above the seat of such driver and not less than 2 m above the platform where such driver stands or of any other dimension in accordance with the approved standard.

11.28. SHELTERS:

The adequate number of shelters for the safeguard of the building workers are provided where, in the course of working, they are liable to be struck by a moving vehicle or other material handling equipment in a tunnel.

11.29. USE OF INTERNAL COMBUSTION ENGINE:

No internal combustion engine shall be used underground in excavation or tunneling work unless such engine is so constructed that the air entering the engine gets cleared before entry and the engine emits no fumes or sparks.

11.30.INFLAMMABLE OILS:

Inflammable oils with the flash point below the working temperature that is likely to be encountered in a tunnel shall not be used in excavation or tunneling work.

11.31. COUPLING AND HOSES:

All high-pressure hydraulic hoses and couplings shall be adequately protected against any possible damage in excavation or tunneling work.

11.32. HOSE INSTALLATION:

All hydraulic lines and plants working at a temperature exceeding 750 c shall be protected by adequate insulation or otherwise against accidental human contact in excavation or tunneling work.

11.33. FIRE RESISTANT HOSES:

No fire hydraulic hoses other than fire resistant hydraulic hoses are used when hydraulically activated machinery and equipment are employed in tunnels.

11.34. FLAMEPROOF EQUIPMENT:

Only flameproof equipment of appropriate type as per approved standards shall be used where there is a danger of flammable or explosive atmosphere being prevalent inside the tunnel.

11.35. STORING OF OIL AND FUEL UNDERGROUND:

All oils, greases or fuels stored underground in excavation or tunneling work shall be kept in tightly sealed containers and in fire resistant areas at safe distances away from explosive and other flammable chemical and appropriate flameproof installation shall be used in such storage areas.

11.36. USE OF GASES UNDERGROUND

a. Petrol or liquefied petroleum gas or any other flammable substances shall not be used or stored inside the tunnel except with the prior approval of the Project Engineer;

b. After the use of the petroleum or liquefied petroleum gas, or highly inflammable substances, all remaining petroleum or liquefied petroleum gas or highly inflammable substances shall be removed immediately from such tunnel;

c. No oxy-acetylene gas shall be used in a compressed air environment in excavation or tunneling work.

11.37. WATER FOR FIRE FIGHTING

a. Adequate number of water outlets shall be provided on excavation or tunneling work and readily made accessible throughout the tunnel for fire fighting purposes and such water outlets shall be maintained for effective fire lighting;

b. All air locks shall be equipped with fire fighting facilities at excavation or tunneling work;

c. An audible fire alarm shall be provided to warn the building workers whenever a fire breaks out on an excavation or tunneling work;

d. Adequate number and types of fire extinguishers, in accordance with relevant national standards, shall be provided and made readily available to fight any outbreak of fire at an excavation or tunneling work;

e. Fire extinguishers with vaporizing liquids and high pressure carbon dioxide shall not be used in tunnels or other confined spaces;

f. The instructions regarding steps to be followed to fight outbreak of fire, at an excavation or tunneling work, written in Hindi or local language understood by the majority of the building workers employed on such excavation or tunneling work, shall be displayed at conspicuous and vulnerable places of such excavation or tunneling work.

11.38. FLOODING

a. Water tight bulkhead doors shall be installed at the entrance of a tunnel to prevent flooding during a tunneling work where more than one tunnel is driven from a shaft;

b. All necessary measures shall be taken to ensure that no building worker is trapped in any isolated section of a tunnel when any bulkhead door of such tunnel is closed;

c. Where there is likelihood of flooding or water rushing into a tunnel during a tunneling work, arrangements shall be made for immediate starting of water pumps to take out water of such flooding or water rushing and for giving alert signals to the building workers and other persons to keep them away from danger.

d. Airtight steel curtains shall be provided in areas liable to flooding at tunneling work and in case of descending tunnels, such curtains shall be provided in the top half of such tunnels to ensure the retention of pockets of air for rescue purpose.

11.39. REST SHELTERS

a. Where building workers employed in a compressed air environment in a tunneling work are required to remain at the work site for one hour or more after de-compression from pressure exceeding one bar, adequate and suitable facilities shall be provided for such building workers to rest;

    a. Every man-lock, medical-lock and any other facility inside these locks in a tunneling work shall be maintained in a clean state and in good repairs;

    b. A first-aid room shall be provided and readily available at a construction site of a tunneling work;

    c. Each man-lock attendant at the station shall be provided with a first-aid box.

11.40. PERMISSIBLE LIMIT OF EXPOSURE OF CHEMICALS

a. The working environment in a tunnel or a shaft in which building workers are employed shall not contain any of the hazardous substances in concentrations beyond the permissible limits;

b. The responsible person referred to shall conduct necessary test before the commencement of a tunneling work for the day and at suitable intervals as fixed by the Engineer in-charge, to ensure that the permissible limits of exposure are not exceeded and a record of such test shall be maintained and made available for inspection.

11.41. VENTILATION:

All working areas in a free air tunnel shall be provided with the approved ventilation system and the fresh air supplied in such tunnel shall not be less than 6 m^3 per minute for each building worker employed underground in such tunnel and the free air-flow movement inside such tunnel not less than 9 m^3 per minute.

11.42. AIR SUPPLY INTAKE POINT:

The air intake points for all air compression shall be located at places where such intake air does not get contaminated with dust, fumes, vapor and exhaust gases or other contaminants.

11.43. EMERGENCY GENERATORS

a. Every compressed air system in a tunnel shall be provided with emergency power supply system for maintaining continued supply of compressed air in such compressed air system, which shall be capable of operating air compressor and ancillary systems of such compressed air system;

b. The emergency power supply system shall be maintained and made readily available at all times.

11.45. AIR MAINS:

Every air-main supplying air to the working chamber, man-lock or medical-lock used at an excavation or tunneling work shall be protected against accidental damage and where it is not practicable to provide such protection, a stand-by air-main shall be provided.

11.46. BULKHEAD AND AIR LOCKS

a. A bulk head or air tight diaphragms retaining compressed air, when used within a tunnel or a shaft, shall be constructed to withstand the maximum pressure at 1.25 the maximum working pressure of such bulk head or diaphragm and such bulk head or diaphragm shall be tested before its each use by a responsible person to ensure that such bulk head or diaphragm is in proper working order;

b. Such responsible person shall keep the record of each test and such record shall be produced for inspection.

c. The bulk head or diaphragm shall be made of sound material of adequate strength, which shall be able to withstand the maximum pressure on which they are subjected to at any time of their use;

d. A bulkhead anchorage and air lick shall be tested at its work place at an excavation or tunneling work immediately after their installation at such place.

11.47. DIAPHRAGM:

All diaphragms, which are in the form of horizontal decks across a shaft used at excavation or tunneling work, shall be securely anchored

11.48.PORTABLE ELECTRICAL HAND TOOLS:

All portable electrical hand tools and inspection lamps used underground or in a confined space shall be operated at a voltage not exceeding 24 V.

11.49. CIRCUIT BREAKER

a. Adequate numbers of differential ground fault circuit breakers shall be installed for every electrical distribution system and its sub-systems used at an excavation or tunneling;

b. Work and the sensitivity of each of circuit breaker shall be adjusted in accordance with the requirement set out in accordance with the approved standards;

c. No semi-enclosed fuse unit shall be used in underground place.

11.50. TRANSFORMER:

The contractor shall ensure no transformer is used in any section of a tunnel under compressed air unless such transformer is of the dry type and conforms to the approved standards.

11.51. LIVE WIRES:

There shall be no exposed live wire in working areas at an excavation or tunneling work which are accessible to building workers other than those authorized to work on such live lines.

11.52. WELDING SETS:

All welding sets used in a tunnel shall be of adequate capacity and of suitable type, duly approved.

11.53. QUALITY AND QUANTITY

a. Every working chamber at an excavation or tunneling work where compressed air is used, the supply of such air shall be maintained at not less than 0.3 m^3 per minute per person working therein;

b. A reserve supply of compressed air shall be made available at all times for man-locks and medical locks used at a tunneling work;

c. The air supplied in a compressed air environment at a tunneling work shall be, as far as practicable, free from contaminants, namely, dust, fumes and other toxic substances.

11.54. WORKING TEMPERATURE:

The temperature in any working chamber at an excavation or tunneling work where building workers are employed shall not exceed 29^0 c and the arrangement shall be maintained for kipping records in which the temperatures measured by dry bulb and wet bulb inside such working chamber once in every hour and for producing such records for inspection on demand.

11.55. MAN-LOCKS AND WORKING IN COMPRESSED AIR ENVIRONMENT

a. Man-locks used at a tunneling work shall be of adequate strength, made of sound material and designed to withstand any pressure, internal or external, to which it may be subjected in the normal use or in an emergency;

b. Doors of man-locks at an excavation or tunneling work shall be made of steel and used at a tunneling work for keeping the work airtight and devices shall be provided for sealing the doors when such locks are under pressure. The anchorage of a man-lock used at tunneling work shall have adequate strength to withstand the pressure exerted by air on the man-lock. There shall be adequate room available for the workers for working in the man-locks;

c. Where work is carried out in any compressed air tunnel, a Man-lock in accordance with the approved standards shall be used;

d. Where a man-lock is used, safety Instructions in Hindi and in local language understood by majority of building workers employed there, shall be displaced at conspicuous places;

e. Except in an emergency, compression and de-compression operations shall be carried out in a man-lock and in an emergency any material-lock may be used;

f. A record of compression and de-compression shall be kept in writing and produced for inspection on demand;

g. Material lock shall be used with the permission of the Engineer in-charge where it is impracticable to install both the man-lock and the material-lock at;

h. The man-lock at tunneling work shall not be used for any purpose

i. other than compression or de-compression of building workers;

j. No de-canting of building workers at tunneling work shall be carried

k. out without prior approval of the Engineer in-charge except in an emergency;

l. In case a building worker collapses or is taken ill during his de-compression in a man-lock, the lock attendant of such man-lock shall raise the pressure to a level equal to the maximum pressure which that building worker was exposed to in the working chamber prior to such de-compression and such lock attendant shall immediately report the matter relating to such collapse to the medical lock attendant and medical officer on duty;

m. A building worker who had previously received training with a trained building worker to work in a compressed air environment at tunneling work shall be employed to work independently in such a compressed air environment;

n. A building worker who had undergone three de-compressions from a pressure exceeding one bar in a period of eight hours at tunneling work shall not be allowed to enter a compressed air environment except for the purpose of carrying out rescue work;

o. A building worker employed in a compressed air environment for a period of eight hours in a day at tunneling work shall not be employed again in such environment unless he has spent not less than twelve consecutive hours of rest at atmospheric pressure;

p. No building worker shall be engaged in a compressed air environment at a pressure, which exceeds three bars at a tunneling work unless prior permission, in writing, has been obtained from the Engineer in-charge;

q. No building worker shall be employed in a compressed air environment for more than fourteen consecutive days in a month;

r. A register of employment of all building workers in compressed air environment shall be maintained;

s. An identification badge shall be supplied to a building worker employed in compressed air environment;

t. The badge of a building worker shall contain particulars of his name, location of the medical-lock allotted to him for work, the telephone number of the Construction Medical Officer concerned for his treatment and the instructions in case of his illness of unknown and doubtful causes;

u. Record of all identification badges supplied to building shall be kept in a register;

v. Every building worker whose name appears in the register shall wear the badge supplied to him at all times during his duty hours;

w. Suitable warning signs shall be displayed in the compressed air for the prohibition of the following, namely:

    i) Use of alcoholic drinks;

    ii) Use and carrying of lighters, matches or other sources of ignition;

    iii) Smoking; and

iv) No entry to person who has consumed alcoholic drink

11.56. SAFETY INSTRUCTION:

All building workers employed in compressed air environment at tunneling work shall follow the instructions issued for their safety in the course of such employment.

11.57. MEDICAL-LOCK

a. A suitably constructed medical lock shall be maintained at tunneling work where building workers are employed in a working chamber at a pressure exceeding one bar;

b. Where more than one hundred building workers are employed in a compressed air working environment exceeding one bar at tunneling work, one medical-lock is provided for every one hundred building workers or part thereof and such medical lock shall be situated as near as possible to the main-lock used at such tunneling work.

12.0. SAFETY IN PILING WORK

12.1. GENERAL PROVISIONS

a. All pile driving equipment shall be of good design and sound construction, taking into account the ergonomic principles and properly maintained;

b. A pile driver shall be firmly supported on a heavy timber sill, concrete bed or other secured foundation;

c. In case a pile driver is required to be erected in dangerous proximity to an electrical conductor, all necessary precautions shall be taken to ensure safety;

d. The hoses of steam and air hammer shall be securely lashed to such hammer so as to prevent them from whipping in case of connection or break;

e. Adequate precaution shall be taken to prevent the pile driver from over turning and hammer from missing the pile;

f. A responsible person for inspecting pile-driving equipment shall inspect such equipment before taking it into use and takes all appropriate measures as required for the safety of building workers before commencing piling work by such equipment;

g. Where there is any question of stability of a structure for its adjoining areas to be piled, such structure shall be supported, where necessary, by underpinning, sheet pilling, shoring, and bracing or by other means to ensure safety and stability of such structure and to prevent injury to any person.

12.2. PROTECTION OF OPERATOR:

The operator of every pile driving equipment shall be protected from falling objects, steam, cinders or water by substantially covering or otherwise or by other means.

12.3. INSTRUCTION TO AND SUPERVISION OF BUILDING WORKERS WORKING ON PILE-DRIVING EQUIPMENT:

Every building worker working on a pile driving equipment shall be given instructions regarding safe work procedure to be followed in piling operation and shall be supervised by a responsible person throughout such work.

12.4. ENTRY OF UNAUTHORIZED PERSON:

The contractor shall ensure at a construction site of a buildings or other construction work that all piling areas where pile-driving equipment is in use are effectively cordoned off to prevent entry of unauthorized persons.

12.5. INSPECTION AND MAINTENANCE OF PILE DRIVING EQUIPMENT

a. Pile-driving equipment shall not be taken into use until it has been inspected by a responsible person and found to be safe for such use;

b. A responsible person for such inspection at suitable intervals to ensure safety to the building worker working on such equipment shall inspect pile driving equipment in use;

c. All pile lines and pulley blocks shall be inspected by a responsible person before the beginning of each shift of piling operations.

12.6. OPERATION OF PILE-DRIVING EQUIPMENT

a. Only experienced and trained building worker shall operate pile driving so as to avoid any probable danger from such operation;

b. Pile-driving operations shall be governed generally prevalent and accepted signals so as to prevent any probable danger from such operations;

c. Every building worker employed in pile driving operation or in the vicinity of such pile driving operation shall wear ear protection and safety helmet or hardhat and safety shoes;

d. Piles shall be prepared at a distance, at least equal to twice the length of the longest pile, from the place of pile-driving operations;

e. When a pile driver is not in use, the hammer of such pile driver shall be blocked at the bottom of the heads of such pile driver.

12.7. WORKING PLATFORM ON PILING FRAMES:

Where a structural tower supports the lead of a pile driver, leads at which it is necessary for the building workers to work and such platforms except on the hammer of such pile driver or lead sides of such platform and where such platforms cannot be provided with such railing and toe boards, a safety belt shall be provided to each such building worker.

12.8. PILE TESTING

a. The testing of pile shall be conducted under the supervision of a responsible person for such testing;

b. All practicable measures like displaying of waning notices, barricading the area and other similar measures shall be taken to protect the area where the pile testing is carried out;

c. Entry to a pile testing area shall be prohibited to general public to ensure safety.

12.9. PILING, SHORING AND BRACING

a. Planks used for sheet piling in excavation or tunneling work shall be of sound material with adequate strength;

b. Shores and braces used in excavation or tunneling work shall be of adequate dimensions and so placed as to be effective for their intended purposes;

c. Earth supported shores or braces used in excavation or tunneling work shall bear against a footing of sufficient area and stability to prevent the shifting of such shores or braces.

13.0. SAFETY IN THE ERECTION, USE AND DISMANTLING OF SCAFFOLDS

13.1. SCAFFOLD CONSTRUCTION

a. Every scaffold and every component thereof shall be of adequate construction, made of sound material and free from defects and safe for the purposes for which it is intended for use;

b. In case bamboo is used for scaffolding, such bamboo shall be of suitable quality, good condition, free from protruding knots and stripped off to avoid any injury to building workers during handling such bamboo;

c. All metal scaffolds used in building or other construction work shall conform to the approved standards;

13.2. SUPERVISION BY A RESPONSIBLE PERSON: No scaffold shall be erected, added, altered or dismantled except under the supervision of a responsible person.

13.3. Maintenance

a. The scaffold used in building or other construction work shall be maintained in good repairs and the measures taken against its accidental displacement or any other hazard;

b. No scaffold or part thereof shall be partly dismantled and allowed to remain in such a condition unless –

i) The stability or safety of the remaining portion of such scaffold has been ensured by a responsible person for the safety of such scaffolds;

ii) In case the remaining part of such scaffold cannot be used by the building workers, necessary warning notice written in Hindi and in a language understood by the majority of the building workers that such scaffold is unfit for use, shall be displayed at the place where such scaffold is erected.

13.4. STANDARDS, LEDGERS, PUTLOGS

a. Standards of a scaffold shall be plumb, where practicable, fixed sufficiently close together to secure the stability of such scaffold having regard to all the possible working situations and conditions for the intended use of such scaffold, spaced, as close as practicable, to ensure safety and stability of such scaffold;

b. Adequate measures are taken to, prevent displacement of a standard of a scaffold either by providing sole plate or a base plate, as necessary;

c. Ledgers of metal scaffold are placed at vertical intervals with due regard to safety and stability of such scaffold;

d. Bamboo ledgers are kept as nearly as possible and are placed and fastened to the standards of a scaffold with due regard to the stability of such scaffold.

13.5. WORKING PLATFORM

a. Working platform shall be provided around the face or edge of a building adjoining at every upper most permanent floor of such building under construction and at any level where construction work of such building is carried out;

b. A platform shall be designed to suit the number of building workers to be employed on each bay of a scaffold work on such platform and the materials or articles and tools to be carried with them in such bay;

c. The safe working load and the number of building workers to be employed in each bay of a scaffold shall be displayed for the information of all the building workers employed at such construction site.

13.6. BOARD, PLANK AND DECKING

a. Board, plank and decking used in the construction of a working platform shall be of uniform size and strength and shall be capable of supporting the load and number of building workers keeping in view the safety of such building workers;

b. Metal decking, which forms part of a working platform, shall be provided with non-skid surface;

c. No board or plank which forms the working platform shall be projected beyond its end support unless it is effectively prevented from tripping or lifting and board, plank or decking shall be fastened and secured;

d. At any one time, not more than two working platforms per bay, shall be used to support building workers or materials or articles at such bay;

e. Adequate measures shall be taken to prevent injury which may be caused by falling material and objects by using safety nets or other suitable means;

f. Concrete, other debris or materials shall not be allowed to accumulate at any platform on a scaffold;

g. Where a work is to be done at the end of a wall, working platform at such workplace shall be faced or, wherever practicable, at least 0.6 m beyond the end of such wall.

13.7. REPAIR OF DAMAGED SCAFFOLD

a. No building worker shall be permitted to work on a scaffold that has been damaged or wakened unless adequate safety measures have been taken to ensure the safety of such building worker;

b. Necessary warning signs shall be displayed at such places where repairs of scaffold are undertaken.

13.8. OPENING

a. There shall be no opening in any working platform except for allowing access to such working platform;

b. Wherever opening on a platform is unavoidable, necessary measures for protection against failing of objects or building workers from such platform shall be taken by providing suitable safety nets, belts or any other similar means;

c. Access from one working platform to another platform on a scaffold, if required, shall be provided with suitable and safe ladder for the use of building workers working on such platforms;

d. Every opening or shaft in the floor shall be provided with suitable means to protect the fall of a person or material by providing suitable fencing or railing of height not less than 900 mm.

13.9. GUARDRAILS: Every side of a working platform from which a person is liable to fall shall be provided with suitable and safe guardrails and toe board of adequate strength to prevent fall of any building worker, material or tools from such platform.

13.10. SCAFFOLD USED BY BUILDING WORKERS OF DIFFERENT EMPLOYERS

a. Where a scaffold or a part of a scaffold is used, which has previously been used by another employer for his building workers, such scaffold or part thereof shall be used only after its inspection and examination by a responsible person for ensuring that such scaffold or part thereof is safe and fit for such use;

b. If any rectification, alteration or modification in a scaffold or part thereof, needed to suit its use, shall be made in consultation with the responsible person.

13.11. PROTECTION AGAINST ELECTRIC POWER LINE:

The contractor shall ensure that all necessary and practical measures for protection are taken to prevent any building worker, working on a scaffold, from coming into contact with the electric wires or dangerous equipment.

13.12. SCREENING NET AND WIRE NETS:

Where a scaffold is erected in an area where the construction activities may pose hazards to pedestrians or vehicular traffic nearby from the falling of objects, wire nets or screening nets shall be used to envelope such scaffold.

13.13. TOWER SCAFFOLD

a. The height of every tower scaffold used in building or other construction work shall not be more than eight times the lesser to the base dimension of such scaffold;

b. A tower scaffold shall be lashed to a building or a fixed structure before being used by the building workers;

c. Any tower scaffold which can be moved or castered shall be –

i) Constructed with due regard to the stability and, if necessary, adequately weighted at the base;

ii) Used only on plain and even surface; and

iii) Has casters provided with positive locking devices to hold such scaffold in position;

d. No building worker shall remain on board scaffold or leave behind tools and material when it is being shifted from one position to another position.

13.14. GEAR FOR SUSPENSION OF SCAFFOLD

a. Chains, ropes or lifting gears used for suspension of a scaffold shall be of adequate strength, made of sound material and suitable for the purpose of their use and maintained in good repairs;

b. Chains, wires, ropes or metal tubes used for the suspension of a scaffold shall be:

i) Properly and securely fastened to every anchorage point and to the scaffold ledgers of other main supporting members used for the support of such scaffold; and

ii) So positioned as to ensure stability of the scaffold.

13.15. TRESTLE SCAFFOLD AND CANTILEVER SCAFFOLD

a. No trestle scaffold shall be constructed with more than three tiers or if its working platform is more than 4.5 m above the ground or floor or other surface upon which such scaffold is erected;

b. Trestle scaffold shall be designed by professional engineer and shall have the approval of the Engineer in-charge before being taken into use.

c. No trestle scaffold shall be erected on a suspended scaffold;

d. No cantilever or jib scaffold shall be used unless it is adequately supported, fixed and anchored on opposite side of its support and have out triggers of adequate length and, where necessary sufficiently, supported and braced to ensure safety and stability of such scaffold;

e. No working platform resting on bearers let into a wall at one end and without other support shall be used unless such bearers are of adequate strength, braced through the wall and securely fastened on the other side.

13.16. SCAFFOLD SUPPORTED BY BUILDING

a. No part of a building shall be used as support or part of a scaffold unless such part of the building is made of sufficient strength and made of sound material to afford safe support;

b. Overhanging eaves gutters shall not be used for supporting scaffold;

c. Suspended scaffold shall be made of in accordance with the approved standards before being used by the building workers.

13.17. USE OF WINCHES AND CLIMBERS FOR SUSPENDED SCAFFOLD

a. No scaffold shall be raised or lowered by winches or climbers unless such scaffold is made of sound material, adequate strength and has been tested and certified safe for use of winches or climber by a competent person before being taken into use;

b. All suspended scaffolds counter-balanced by counter weights shall be of approved types before being taken into use for building or other construction work;

c. The working platform of a suspended scaffold shall be securely fastened to the building or structure as to be safe and to prevent such platform from swing;

d. The safe working load that a suspended scaffold can carry, shall be displayed where such scaffold is being used

13.18. SAFETY DEVICES FOR SUSPENDED SCAFFOLD

a. Every suspended scaffold, raised or lowered by the winches or climbers, shall be provided at each of its suspension point with a safety rope with automatic safety device mounted on each of such rope so that such safety rope with such automatic safety device support the platform of such

scaffold in the event of failure of the primary suspension wire ropes, winches, climbers or any part of the mechanism used for raising or lowering such suspended scaffold;

b. Provided that the clause (a) shall not apply -

i) Where the platform of such scaffold is supported at two independent suspension wire rope at or near each end of such platform so that in the event of failure of one of such suspension wire rope, the other wire rope is capable of sustaining the weights of such platform and its load and prevent it from tilting; or

ii) Where a system is incorporated which operates automatically to support the platform of such scaffold and its load in the event of failure of the primary suspension wire rope of such scaffold.

14.0. SAFETY IN THE ERECTION OF STRUCTURAL FRAME & FORMWORK

14.1. GENERAL PROVISION

a. The trained building worker under the direct supervision of a person, responsible for structural frame and formwork, shall be employed for erection of such structural frame or formwork, dismantling of building and structure and performance of and engineering work formwork, false work and shoring work;

b. Adequate measures shall be taken to guard against hazards arising from any temporary state of weakness or unsuitability of a structure.

14.2. FORMWORK, FALSE WORK AND SHORING

a. Formwork and false work shall be so designed, constructed and maintained that such formwork and false work are able to support the load that may be imposed on them;

b. Such formwork shall be so erected that working platform, means of access, bracings, means of handling and stabilizing could easily be fixed with such formwork.

14.3. ERECTION OR DISMANTLING OF STEEL AND PREFABRICATED

a. Erection or dismantling of any pre-fabricated structure shall be made safe against danger by using appropriate means such as ladders, gangways or fixed platforms, buckets, boatswains chair or other appropriate means suspended from lifting appliances, safety harness, life lines, catch nets or catch platforms, power-operated mobile working platforms etc.;

b. The work of erection or dismantling of buildings or structures or formwork or false work or shoring or any other civil engineering work shall be carried out by trained building workers under the supervision of a person responsible for such work;

c. Steel or prefabricated structures shall be so designed and made that such structures can be safely transported or erected; and weight of each unit of such structures shall be clearly marked on such unit;

d. The design of each such part shall maintain stability of each part of the structures referred to in clauses above when erected, and to prevent danger, the design shall explicitly take into account –

   i) The relevant conditions and methods of attachment in the operations of stripping, transport, storing and temporary support during erection of such parts;

   ii) Safeguards, such as provision of railings with working platforms, and for mounting such railings and platforms easily on the structural steel or prefabricated parts;

e. The hooks and softer devices built in or provided on the structural steel or prefabricate parts that are required for lifting and transporting such parts shall be so shaped, dimensioned and positioned to withstand the stresses to which such hooks or other devices are subjected;

f. Prefabricated parts made of concrete shall not stripped or erected before such concrete has set and hardened sufficiently to the extent provided for in the plans, and such parts are examined by the responsible person for any sign of damage before their use;

g. Store-places shall be so constructed that –

   i) There shall be no risk of structural steel of prefabricated parts falling or overturning;

   ii) Storage conditions shall generally ensure stability and avoid damage having regard to the method of storage and atmospheric conditions; and

   iii) Racks shall be set on firm ground and designed so that units cannot move accidentally in such store-places;

h. Structural steel or pre-fabricated parts shall not be subjected to stresses prejudicial to their stability while they are stored or transported or raised or set down;

i. Tongs, clamps and other appliances for lifting structural steel and prefabricated part shall be:

   i) In such shape and dimensions as to ensure a secure grip without damaging and marked with the maximum permissible load in the most unfavourable lifting conditions; and

   ii) Structural steel or pre-fabricated parts shall be lifted by such methods and appliances that prevent them from spinning accidentally;

j. Structural steel or pre-fabricated parts shall be provided with railings and working platforms before raising such parts to prevent any danger of falling of building workers, materials or articles at the time of any work with such parts;

k. All reasonably practical measures shall be taken to avoid injury to building workers, building structure or equipment while structural steel or pre-fabricated parts are handled or stored or transported or raised or lowered;

l. Structures shall not be worked on during violent storms or high winds or any other such hazardous situation;

m. The risk of falling to which building workers, moving on high or sloping girders, may be exposed is limited by all means of adequate collective protection or by the use of a safety harness which shall be well secured to a sufficiently strong supports;

n. Structural steel parts, which are to be erected at a great height, shall, as far as practicable, be assembled on the ground;

o. When structural steel or pre-fabricated parts are being erected, a sufficiently extended area underneath the workplace shall be barricaded or guarded;

p. Steel trusses, which are being erected, shall be adequately shored, braced or guyed until they are permanently secured in position;

q. Structural members shall not be forced into place by the hoisting machine while any building worker is in such a position that he is likely to be injured by such operation.

14.4. FORMWORK

a. All formwork shall be properly designed keeping in view the safety of building workers, buildings or structures;

b. A responsible person for structural frame and formwork shall –

   i. Inspect and examine the material, timber, structural steel and scaffolding for its strength and suitability before being taken into use;

   ii. Lay-down procedures to cover all stages of such structural frame and formwork;

   iii. Supervise such structural frame and formwork;

   iv. Take all necessary steps or measure to correct any situation with a view to prevent accident or dangerous occurrence during performances of such structural frame and formwork.

14.5. DE-SHORING

a. When shoring is removed, sufficient props shall be left in place of such shoring to prevent any possible hazard; and

b. Deshoring shall be adequately braced and tied together with support to prevent any hazard.

15.0. SAFETY IN CONCRETE WORK

15.1. GENERAL PROVISIONS REGARDING USE OF CONCRETE

a. All construction with the use of concrete or reinforced concrete shall be based on plans including specification of steel and concrete and other material to be used in such construction –

   i. Giving technical details regarding methods for safe placing and handing of such materials and indicating the type, quality and arrangement of each part of a structure of such construction; and

   ii. Explaining the sequence of steps to be taken for completion of such construction;

b. Formwork and shores used for concrete work shall be structurally safe and properly braced or tied together so as to maintain position and shape of formwork or shores;

c. Formwork structure used shall have sufficient catwalks and other secure access for inspection of such structure if such structure is in two or more tiers;

d. No machinery or any object should fall below by using wire nets, screen nets etc.

15.2. PREPARATION AND POURING OF CONCRETE AND ERECTION OF CONCRETE STRUCTURE

a. A building worker handling cement or concrete shall –

   i) Wear close-fitting clothing, gloves, helmet or hardhat, safety goggles, proper footwear and respirator or mask to protect himself from danger in such handling;

   ii) Keep as much of his body covered as is required to protect himself from danger in such handling;

   iii) Take all necessary precautions to keep cement and concrete away from his skin in such handling;

b. Lime pits shall be fenced or enclosed and filled and emptied by such devices, which do not require workers to go into the pit;

c. Moving parts of the elevators, hoists screens bunkers, chutes, grouting equipment used for concrete work and of other equipment used for storing, transport and other handling ingredients of concrete shall be securely fenced to avoid contact of building workers with such moving parts;

d. Screw conveyors used for cement, lime and other dusty materials shall be completely enclosed.

15.3. BUCKETS

a. Concrete buckets used with cranes or aerial cableways shall be free from projections from which accumulations of concrete could fall;

b. Movements of concrete buckets shall be governed by signals necessary to avoid any danger by such movements.

15.4. PIPES AND PUMPS

a. A scaffolding carrying a pipe for pumped concrete shall be strong enough to support such pipe at a time when such pipe is filled with concrete or water or any other liquid and carry the combined load of the all the building workers who may be on such scaffold at such time, safely;

b. Every pipe for carrying pumped concrete shall be –

   i) Securely anchored at its end point and at each curve on it;

   ii) Provided near the top of such pipe with an air release valve;

   iii) Securely attached to a pump nozzle by a bolted collar or other adequate means;

c. The operation of concrete pumps shall be governed by standard signals;

d. Building workers employed around a concrete pump shall wear safety goggles;

15.5. MIXING AND POURING OF CONCRETE

a. The concrete mixture shall not contain any material, which may unduly affect the setting of such concrete, weaken such concrete or corrode steel used with such concrete;

b. When dry ingredients of concrete are being mixed in confined spaces such as silos –

   i) The dust shall be exhausted at the time of such mixing and

   ii) In case the dust the dust cannot be exhausted, as specified, the workers shall wear respirators at the time of such mixing;

c. When concrete is being tipped from buckets, building workers shall be kept out of the range of any kickbacks of such buckets;

d. Loads shall not be dumped or placed on settling concrete.

15.6. CONCRETE PANELS AND SLABS

a. All parts of a concrete panel or concrete slab shall be hoisted uniformly;

b. Concrete panels shall be adequately braced in their final positions and such bracings shall remain in such positions until such panels are adequately supported by other parts of the construction for which such panels are used;

c. Temporary bracings of concreter panels shall be securely fastened to prevent any part of such panels from falling when such panels are being moved.

15.7. STRESSED AND TENSIONED ELEMENTS

a. Building workers shall not stand directly over jacking equipment while stressing of concrete girders and beams is being done;

b. A pre – stressed concrete unit shall not bee handled except at points on such unit and by the devices specified for such work by the manufacture of such devices;

c. During transport, pre-stressed concrete girders or concrete beams shall be kept upright by bracing or other effective means;

d. Anchor fittings for pre-tensioned strands of pre-stressed concrete girders of concert beams are kept in a safe condition in accordance with the instruction of manufacturer of such anchor fittings;

e. Building workers shall not stand behind jacks or in line with tensioning elements and jacking equipment during tensioning operations of pre-stressed concrete girders of concrete beams;

f. Building workers do not cut wires of pre – stressed concrete girders or concrete beams under tension before such concrete used of such girder or beams is sufficiently hardened.

15.8. VIBRATORS

a. A building worker, who is in good physical condition, shall operate vibrators used in concreting work;

b. All practical measures shall be taken to reduce the amount of vibration transmitted to the operators working in concreting work and

c. When electric vibrators are used in concreting work

   i) Such vibrators shall be earthed;

   ii) The leads of such vibrators shall be heavily insulated; and

   iii) The current shall be switched off when such vibrators are not in use.

15.9. INSPECTION AND SUPERVISION

a. A person responsible for a concreting work shall supervise the erection of the formwork, shores, braces and other supports used for such concreting work, make a through inspection of every formwork to ensure that such formwork is safe, regularly inspect the formwork, shores, braces, reshores and other supports during the placing of concrete, keep all records of inspections referred to above at the workplace relating to such inspection and produce them for inspection upon the demand.

b. Any unsafe condition, which is discovered during the inspections, shall be remedied immediately.

15.10. BEAMS, FLOORS AND ROOFS

a. Horizontal and diagonal bracings shall be provided in both longitudinal and transverse direction as may be necessary to provide structural stability to formwork used in concreting work and shores used in such concreting work shall be properly seated on top and bottom and secured in their places;

b. Where shores used in concreting work rest upon the ground, base plates shall be provided for keeping such shores firm and in level;

c. Where the floor to ceiling height of a concreting work exceeds 9 m or where the formwork deck used in such concreting work is supported by shores constructed in two or more tiers, or where the dead, live and impact loads on the formwork used in such concreting work exceed 700 kilogram per m^2, the structure of such formwork shall be designed by a professional engineer in the relevant field and the specifications and drawings of such formwork kept at such construction site and produced on demand.

d. Where a professional engineer designs the structure of the formwork used in concreting work, such engineer shall be responsible for the supervision of construction and the stability of such structure.

15.11. STRIPPING

a. Stripping of formwork used in concreting work shall not commence until the concrete on such formwork is fully set, examined and certified to this effect by the responsible person and record of such examination and certification is maintained;

b. Stripped forms in concreting work shall be removed or stock piled promptly after stripping from all areas in which building workers are required to work or pass;

c. Protruding nail, wire ties and other formwork accessories not required for subsequent concreting work shall be pulled, cut or otherwise made safe.

15.12. RE-SHORING

a. Re-shoring used in concreting work shall be provided to a slab or beam for its safe support after its stripping or where such slab or beam is subjected to superimposed loads due to construction above such slab or beam;

b. The provisions applicable to shoring in a concreting work shall also be applicable to reshoring in such work or pass.

16.0. SAFETY IN CONSTRUCTION, REPAIR & MAINTENANCE OF STEEP ROOFS

16.1. WORK ON STEEP ROOFS:

All practicable measures shall be provided to protect the building workers against sliding when carrying outwork on steep roofs.

16.2. CONSTRUCTION AND INSTALLATION OF ROOFING BRACKETS

a. Roofing brackets shall be constructed to fit the pitch of steep roof and such brackets shall be used to provide level working platform;

b. Roofing bracket shall be secured in its place by nailing pointed metal projections attached to the underside of such bracket and securely driven into a steep roof on which it is used or secured by a rope passed over the ridgepole and tie of such roof.

16.3. CRAWLING BOARDS

a. All crawling boards used for work on steep roofs shall be of adequate strength, made of sound material and of the type approved for the purpose of their use;

b. Crawling boards shall be kept in good repairs and inspected by a responsible person before being taken into use;

c. Crawling boards shall be secured to a steep roof on which it is used by ridge hooks or other effective means;

d. A firmly fastened lifeline of adequate strength shall bee strung beside each crawling board throughout its length while using such crawling boards.

17.0. SAFETY IN CATCHES PLATFORMS, HOARDINGS & CHUTES

17.1. CATCH PLATFORM

a. Catch platform shall not be used for storage of material or as a working platform;

b. Catch platform shall at least be of 2 m wide and inclined so that the position of outer edge of such platform is 1500 mm higher than the inner edge;

c. The open end of catch platform shall be properly fenced to the height not less than 1 m.

17.2. HOARDINGS:

Hoardings shall be constructed when the Registering Authority / Assistant Labour Commissioner considers it necessary for protection of building workers and directs such employer to construct such hoardings.

17.3. CHUTES, ITS CONSTRUCTION AND USE

a. Wooden or metal chutes which are at an angle of more than 45^0 to the horizontal and used for the removal of materials shall be closed on all sides except at their openings used for receiving or discharging of materials or articles;

b. All openings of chutes except their top openings shall be closed when not in use;

c. Every chute –

i. Shall be constructed of sound material, adequate strength and suitable for the purpose it is intended for use;

ii. Exceeding 12 m in height shall be constructed in accordance with the design and drawings of professional engineer for such;

iii. A suitable warning notice shall be displayed at conspicuous locations, written in Hindi and in a local language, at the discharge end of every chute;

iv. Shall be cleared when debris has accumulated to a height, which can pose danger to building worker, but such clearance shall be done in no case less frequently than once a day.

18.0. SAFETY IN WORK ON OR ADJACENT TO WATER

18.1. TRANSPORT OF WORKERS BY WATER

a. When any building worker has to proceed to or from any workplace by water for purposes of carrying on a building or other construction work, proper measures shall be taken to provide for his safe transportation and vessels used for such purpose shall be in charge of a responsible person, properly equipped for safe navigation and maintained in good condition;

b. Maximum number of persons which can be safely carried in a vessel shall be marked plainly and conspicuously on such vessel and such number shall not be exceeded during use of such vessel for carrying persons;

c. Adequate protecting shall be provided to the building workers in such vessel from inclement weather;

d. Such vessel shall be manned by adequate and experienced crew;

e. In case the bulwarks of such vessel are lower than 60 cm from the level of the deck of such vessel, the open edge of such bulwarks shall be fitted with suitable fencing to a height of at least 1 m above such deck and the post and stanchions and similar parts used in such fencing shall not be spaced more than 2 m;

f. The number of life buoys on deck of such vessel shall at least be equal to the number of crew members of such vessel and shall not be less than two;

g. All life buoys on deck of such vessel shall be kept in good state of maintenance and so placed that if such vessel sinks then they will remain afloat and one of such buoys shall be within the immediate reach of the Steersman of such vessel and another is situated after part of such vessel; and

h. The position of the steersman of the vessel shall be such that he has a reasonably free view of all sides.

18.2. PREVENTION FROM DROWNING

a. Where, on or adjacent to the workplace of any contraction site, there is water into which a building worker employed for work on such site, in the course of his employment, may fall and has the risk of drowning, suitable rescue equipment shall be provided and kept in an efficient state of ready use and measures shall be taken to arrange for the prompt rescue of such building worker from the danger of drowning and where there is a special risk of such fall from the edge of adjacent land or from a structure adjacent to or above the water, or from floating stage on such water, secure fencing shall be provided near the edge of such land, structure or floating stage, as the case may be, to prevent such fall, and such fencing may be removed or allowed to remain unerected for the time and to the extent necessary for the access of building workers to such work or the movement of material for such work;

b. For handling rescue equipment, at least two persons knowing diving should be available at such sites.

19.0 SAFETY IN COFFERDAMS & CAISSONS

19.1 EVERY COFFERDAM AND CAISSON SHALL BE

19.1.1 Of good construction, sound material and of adequate strength, provided with adequate means for workers to reach safely at the top of such cofferdam or caisson in the event of an in rush of water and safe means of access to every place where workers shall be employed;

19.1.2 Work relating to construction, positioning, modification, dismantling of cofferdams or caissons shall be carried out under the supervision of a responsible person and inspected by the responsible person at the specified intervals;

19.1.3 A worker shall be allowed to work in a cofferdam or caisson after such cofferdam or caisson has been inspected and found safe by responsible person within such preceding period as approved and a record of such inspection maintained.

19.2 WORK IN COMPRESSED AIR IN A COFFERDAM OR CAISSON SHALL BE

19.2.1 Carried out in accordance with the procedure laid down;

19.2.2 Carried out by such building workers who have completed eighteen years of age and are medically examined and found fit for the work;

19.2.3 Carried out under the supervision of a responsible person;

19.2.4 If the work in cofferdam or caisson is carried out in shifts, a record of the time spent by each worker in each such shift for carrying out the wok shall be maintained in a register with particulars or time taken for the compression of such building worker, if any;

19.2.5 At every work site or project in a cofferdam or caisson, where workers are employed to work in compressed air environment, a construction medical officer assisted by a nurse or trained first-aid attendant, shall be available at all times and there shall be one standby reserve compressor to meet the emergency.

19.3 PRESSURE PLANT AND EQUIPMENT

19.3.1 Pressure plant and equipment for which it is used shall be –

19.3.2 Properly maintained in good repairs and working condition and fitted with a suitable safety valve or other effective device to provide maximum safe discharge pressure from being exceeded at any time; a suitable pressure gauge with a dial range not less than 1.5 time and not exceeding twice the maximum working pressure, easily visible and designed to show at all times, the internal pressure in kilogram per square centimeter and marked with the maximum safe working pressure, a suitable stop valve or valves by which the pressure plant or the system of the pressure plant may be isolated from the source supply of pressure or otherwise;

19.3.3 Every pressure plant or equipment shall be thoroughly examined by the competent person, externally, once in every period of six months; internally, once in every period of twelve months; and by hydraulic test, once in a period of four years.

20. SAFETY IN DEMOLITION WORK

20.1 PREPARATION

20.1.1 All glass or similar material or article in exterior openings shall be removed before commencing any demolition work and all water, steam, electric, gas and other similar supply lines put off and suitably capped and the concerned department of the appropriate authority informed and permission obtained wherever required before commencing;

20.1.2 Wherever it is necessary to maintain water, gas or electric line or power during such demolition, such line shall be so located or protected with substantial coverings so as to protect it from damage and to afford safety to the building workers and the general public.

20.2 PROTECTION OF ADJACENT STRUCTURES

20.2.1 Examination of walls etc. of adjacent structures –

i) During demolition process, the contractor shall examine the walls of all structures adjacent to the structure to be demolished to determine the thickness, method of support to such adjacent structures and;

ii) In case, such employer has reason to believe that any of such adjacent structure is unsafe or may become unsafe during such demolition process, he shall not perform demolition activity unless stability to such unsafe adjacent structu4e from collapsing has been taken. All roads and open spaces adjacent to the site of demolition work shall be closed or suitably protected by bracketing.

20.3 DEMOLITION OF WALLS, PARTITIONS, ETC.

20.3.1 Any demolition of walls or partitions shall be proceeded in a systematic manner as per the standard safe operating practices approved and all work above each tier of any floor beams shall be completed before the safety of the supports of such beam is impaired;

20.3.2 Masonry shall be neither loosened nor permitted to fall in such masses or volume or weight as to endanger the structural stability of any floor or structural supports;

20.3.3 No wall chimney or other structure or part of a structure shall be left unguarded in such a condition that it may fall, collapse or weaken due to wind pressure or vibration;

20.3.4 In the case of demolition of exterior walls by hand, safe footing shall be provided for the workers employed in, such walls or partitions, which are to be demolished by hand shall be not left standing more than one storey high above the uppermost floor on which persons are working.

20.4 **METHOD OF OPERATION:** The contractor shall ensure that debris, bricks and other materials or articles are removed by means of chutes, buckets or hoists and through openings in the floors.

20.5 ACCESS TO FLOOR

20.5.1 Safe access to and egress from every building shall be provided at all times in the course of demolition by means of entrances hallways, stairways or ladder runs which shall be so protected as to safeguard the workers using such means from falling material or articles;

20.5.2 Demolition of structural steel etc. shall be demolished column by column and tier by tier and every structural member, which is being demolished, shall not be under any stress, and such structural member shall be suitably lashed to prevent it from any uncontrolled swinging, dropping or falling or falling;

20.5.3 Large structural members shall not be thrown or dropped from the building, but carefully lowered by adopting suitable safe method;

20.5.4 Where a lifting appliance like a derrick is used for demolition, the floor on which such lifting appliance rests shall be completely planked over or supported and such floor shall be of adequate strength to sustain bearing load for such lifting appliance and its operation.

20.6 STORAGE OF MATERIAL OR ARTICLE

20.6.1 No materials or articles shall be not stored or kept on platform, floor or stairways of a building being demolished, provided that this clause shall not apply to the floor of a building when such floor is of such strength as to support safely the load to be superimposed by storing such material or articles;

20.6.2 No access to any stairway or passageway shall be affected or blocked by storing any material or article;

20.6.3 Suitable barricades shall be provided so as to prevent materials or articles from sliding or rebounding into any space used by the workers.

20.7 FLOOR OPENINGS:

Every opening used for the removal of debris from every floor which is not closed to access, except the top or working floor, shall be provided with an enclosure from such floor to its ceiling, or such opening is so barricaded that no building worker shall access to within a horizontal distance of 6.0 m from such opening through which debris is being dropped.

20.8 INSPECTION:

A person responsible for demolition work shall make continuous inspections during demolition process so as to detect any hazard resulting from weakened or deteriorated floors or walls or loosened materials or articles, and that no building worker shall be permitted to work where such hazard exist unless remedial measured like shoring or bracing shall be taken to prevent such hazards.

20.9 WARNING SIGNS, BARRICADES, ETC.

20.9.1 Barricades and warning sign shall be erected along every side throughout the length and breadth of a building or other construction work to be demolished to prevent unauthorized persons from entering into the during demolition operations;

20.9.2 During the demolition of an exterior masonry wall or a roof from a point more than 12 m above the adjoining ground level of such wall or roof, if persons below such wall or roof are exposed to falling objects, suitable and safe catch platform shall be provided and maintained at a level not more than 6 m below the working level except where an exterior built-up scaffold is provided for safe and adequate protection of such persons;

20.9.3 Suitable and standard warning signs shall be displayed or erected at conspicuous places or position at the workplace;

20.10 MECHANICAL METHOD OF DEMOLITION

20.10.1 The following requirements shall be fulfilled in case the mechanical method of demolition like use of swinging weight, clamshell bucket, power shovel, bulldozer or other similar mechanical methods are used for the purpose of demolition namely –

i) The building or structure or structure or remaining portion thereof shall be not more than 12 m in height;

ii) Where a swinging weight is used for demolition, a zone of such demolition having a radius of at least 1.5 times the height of the structure of portion thereof being demolished shall be maintained around the points of impact of such swinging weight;

iii) Where a clamshell bucket is being used for demolition, a zone of demolition shall be maintained within eight metres of the liner of travel of such bucket;

iv) Where other mechanical methods are being used to affect total or partial collapse of a building or other construction work, there shall be maintained, in the area into which the affected portion of such building or other construction work may fall, a zone of demolition at least 1.5 times the height of such affected portion thereof; and

v) No person other than building workers or other persons essential to the operation of demolition work shall be permitted to enter a zone of demolition, which shall be provided with substantial barricades.

21. FIRE EXTINGUISHERS & OTHER APPLIANCES OF FIRE FIGHTING

21.1 FIRE EXTINGUISHERS & OTHER MEANS OF PREVENTION AND PROTECTION

21.1.1 Every contractor shall have a fire protection and prevention plan developed and implemented keeping in view the following:

i) The specific work practices requiring fire control measures;

ii) Response measures to be taken in case of fire;

iii) Equipment required;

iv) Personnel requirements and responsibilities;

v) Schedules of daily and weekly inspection;

vi) Open flames and fires are prohibited in all underground construction;

vii) Readily visible signs to be posted in the fire prone/inflammable/explosive areas prohibiting smoking use of open flames and other hot work.

viii) A system of Permit-to-Work.

27.1.2 For the protection of the workers from the outbreak of fire, the contractor shall Provide, maintain and regularly inspect the Fire extinguishing equipment, which shall be sufficiently provided to extinguish any probable fire;

Suitability of portable fire extinguishers			
Class of fire	Type of extinguisher		
	Water	DCP	CO_2
A	Yes	Yes	Yes
B	No	Yes	Yes
C	No	Yes	Yes
D	No	Yes	Yes
Electrical	No	Yes	Yes

27.1.3 Ensure availability of an adequate supply of water at ample pressure;

27.1.4 Make available

i. Adequate number of trained persons required to operate the fire extinguishing equipment;

ii. Properly maintain Fire extinguishing equipment and inspect them at regular intervals of not less than once in a year by the responsible person and a record of such inspections maintained;

27.1.5 Portable fire extinguishers provided in the operator's cabin of earthmoving machinery, material handling systems, construction equipment etc. shall be regularly inspected, maintained and replenished/refilled;

27.1.6 The operators and the helpers of such equipment shall be trained in the methods operating the equipment and fighting the fire effectively;

27.1.7 All combustion engine power equipment shall be so located that the exhausts are well away from combustible material;

27.1.8 No smoking shall be allowed at or in the vicinity of operations, which constitute fire hazards and shall be conspicuously posted with No smoking or open flame **signs**;

27.1.9 In the flammable environment as described in IS: 9570, the electrical fittings and equipment shall be of flame proof type conforming to IS: 2206 & IS; 2148;

27.1.10 Arrangements shall be made to contain sparks generated during welding, cutting or other operations and spark shall not be allowed to fall down on combustible material kept below; All means of exit shall be kept free of obstruction at all times;

27.1.11 Appropriate type of fire extinguishers according to IS: 5698 shall be kept in fully charged condition at the places which have potential risk of fire;

27.1.12 The contractor shall educate his or his sub-contractors' men working in the vicinity of fire risk, on how to operate these equipment and know in particular circumstances which type of extinguishers is to be used;

27.1.13 The contractor shall take full responsibility for the upkeep and replenishment/refilling of the fixed and portable fire extinguishers.

APPENDIX

Annexure I

IMPORTANT INDIAN STANDARDS RELATED TO SAFETY

Personal Protection

IS: 1179-1967 Equipment for eye and face protection during welding
IS: 4770-1991 Rubber gloves for electrical purposes
IS: 8519-1977 Guide for selection of industrial safety equipment for body protection
IS: 8520-1977 Guide for selection of industrial safety equipment for eye, face & ear protection
IS: 8807-1978 Guide for selection of safety equipment for protection of arms and hands
IS: 1224-1985 Safety shoes
IS: 2925-1984 Safety helmets
IS: 8940-1978 Code of practice for maintenance and care of industrial safety equipment eye and face protection
IS: 8990-1978 Code of practice for maintenance and care of industrial safety clothing
IS: 10667-1983 Guide for selection of industrial safety for protection of foot and leg
IS: 816-1969 Code of practice for safety and health requirements in electric and gas welding and cutting operations
IS: 818-1968 Code of practice for safety and health requirements in electric and gas welding and cutting operations
IS: 7194-1994 Assessment of noise exposure during work for hearing conservation purposes

Civil Engineering Construction

IS: 2750- 1967(Part II) Steel scaffolds
IS: 875-1987 Structural safety of building: loading standards
IS: 4014-1967 Code of practice for steel tubular scaffolding
IS: 3696 Safety code of scaffolds and ladders
IS: 4138-1977 Safety code for working in compressed air
IS: 4912-1978 Safety requirements for floor and wall openings, railings and toe boards
IS: 7293-1974 Safety code for working with construction machinery
IS: 9944-1992 Recommendations on safe working load for natural and man-made rope slings
BS: 1129 Portable timber ladders, steps, Trestles & lightweight staging
BS: 1139 Metal scaffolds
BS: 5973 Code of practice for access & working scaffolds
BS: 5974 Code of practice for temporary installed scaffolds and access equipment
BS: 5975 Code of practice for falsework

Fire Protection

IS: 2190-1992 Code of practice for selection, installation and maintenance of portable first-aid fire extinguishers
IS: 5896 Code of practice for selection, operation and maintenance of fire-fighting appliances

IS: 8433-1984 Code of practice for dissolved acetylene cylinders

Electrical

IS: 3043-1987 Code of practice for earthing
IS: 5424-1969 Rubber mats for electrical purposes
IS: 3646 (Part II) Artificial lightings
IS: 2148 & IS: 2206 Flame proof electrical fittings

Machinery

IS: 1860-1980 Code of practice for installation, operation and maintenance of electric passenger and goods lifts
IS: 1991-1987 Safety requirements for the use, care and protection of abrasive grinding wheels
IS: 5903-1970 Safety devices for gas cylinders
IS: 8216-1976 Guide for inspection of lift wire ropes
IS: 8964-978 Recommendations for safety conditions for woodworking machines
IS: 9474-1980 Principles of mechanical guarding of machinery
IS: 11461-1985 Code of practice for compressors safety
IS: 13367-1992 Code of practice for safe use of cranes

Annexure - II

BASIC STRUCTURE OF SAFETY PLAN

01- Safety Policy
02- When was the Safety Policy last reviewed
03- Details of implementation procedure / methods to implement Safety Policy / Safety Rules
04- Qualification & Experience of Safety Officers
05- Review of Accidents analysis - Methods to ensure safety & health and steps identified for prevention of accidents
06- Unit/site Executive responsible for ensuring safety at various levels in the workplace
07- List of Employees trained in safety at the commencement of execution of the job; details of training – its module and contents
08- Safety Training Targets, Schedules, Methods to be adopted for providing safety training to all employees
09- Details of checklists for different jobs/ work & responsible persons to ensure Compliance
10- Regular Safety Inspection Methods and Periodicity and the list of members authorized
11- Risk Assessment, Safety Audit by professional agencies, their Periodicity
12- Implementation of recommendations of Audit / Inspections. - Procedures for implementation & follow-up
13- Provision for treatment of Injured persons at work site
14- Review of overall safety by top Management and Periodicity
15- System for implementation of statutory provisions.
16- Issue of PPE to employees, Periodicity / stock on hand, etc.

Signature

Head of Organization

With Date & Stamp

Annexure - III

CONFINED SPACE WORK PERMIT

Date of Work :	Initiator:	Permit No.:	
Description of work :			
Name of person supervising:		Dept./Function:	
Names of workmen involved in the job :			
1		2	
3		4	
Exact Location of Work:			
JSA Referance No.			
Job Instruction & Confirmation Sheet Ref. No			
Valid From : Time ……. Date: ……. To Time: ……. Date: …….			
Other relevant information (if any)			
Initiated by Engineer / Supervisor of Agency		Checked by Agency Safety Representative	
Name		Name	
Signature		Signature	
Date		Date	

Check list for Authorization of Work Permit		
Minimum and Mandatory Precautions		Y/ N / NA
1	Permit form filled in completely?	
2	Have wind, atmospheric, and work area conditions (e.g. cold, hot, snow, poor lighting & Ventilation etc.) been considered throughout the job so that work can be done safely?	
3	All necessary Personnel Protective Equipment like Breathing Set, Waist Rope, Light Mounted Helmet etc. is put on by all the workmen?	
4	A lifeline, a rope tied on the safety belt of the person entering the confined space is provided?	
5	All practicable measures are taken to ensure that the atmosphere inside is not deficient in oxygen and does not contain flammable vapors and no hazardous gases like H2S. (Open at least 2 manholes & keep for 2 hours)?	
6	One fully trained person is stationed at ground level/outside to assist the inside workers and emergency contact No's available?	
7	All the workers trained for emergency?	

8	Safe means of access and egress provided?	
9	Is the suitable fire extinguisher available at work location?	
10	Are they Using only 24V lamps & working tools inside the confined space?	

Following additional precautions need to be taken before the start of the work

Permit Issued By:

	Approved by Principal Agency work in charge	Endorsed by Principal Agency HSE Dept
Name		
Signature		
Date		

Permit Close Out by: Name & Signature (Principal Agency)

Date :	Time :

Note: All extra information on preparation and precautions to be provided on the reverse side of this PTW.

HOT WORK PERMIT

Date of Work :	Initiator:	Permit No.:
Description of work :		
Name of person supervising:	Dept./Function:	
Names of workmen involved in the job :		
1	2	
3	4	
Exact Location of Work:		
JSA Referance No.		
Job Instruction & Confirmation Sheet Ref. No		
Valid From : Time ……. Date: ……. To Time: ……. Date: …….		
Other relevant information (if any)		

Initiated by Engineer / Supervisor of Agency		Checked by Agency Safety Representative	
Name		Name	
Signature		Signature	
Date		Date	

Exact location of work		
Relevant information		
Check list for Authorization of Work Permit		
Minimum and Mandatory Precautions		Y/ N / NA
1	Permit form filled in completely?	
2	Form filled in correctly and in full.	
3	Has the work area been inspected for any abnormalities - specify on wind, atmosphere, surroundings, etc.	
4	Are the necessary PPE provided and do the workmen know their use?	
5	Is the fitter, experienced and knowledgeable enough to carry out the job?	
6	Area has to be cleared of any flammables and combustible material.	
7	Electrical equipment to be protected and grounded.	
8	Are fire-fighting equipment - extinguishers, water, sand buckets etc, located nearby for ready in case of any mishap?	
9	Gas cylinders in upright state/ trolleys/ flash-back arrestors/ hose condition/ NRVs, etc.	
10	Is the area easily accessible?	

Additional precautions to be taken:		
This permit is valid only for one week. A fresh hot work permit has to be taken for continued works for the next week.		
Permit Issued By:		
	Approved by Principal Agency work in charge	Endorsed by Principal Agency HSE Dept
Name		
Signature		
Date		
Permit Close Out by: Name & Signature (Principal Agency)		
Date :		Time :
Note: All extra information on preparation and precautions to be provided on the reverse side of this PTW.		

PERMIT FOR LIFTING OF MATERIAL

Date of Work :	**Initiator:**	**Permit No.:**
Description of work:		
Name of person supervising:	**Dept./Function:**	
Names of workmen involved in the job :		
Exact Location of Work:		
JSA Reference No.		
Job Instruction & Confirmation Sheet Ref. No		
Valid From : Time ……. Date: ……. To Time: ……. Date: …….		
Other relevant information: (If any)		

Initiated by Engineer / Supervisor of agency		**Checked by Agency Safety Representative**	
Name		Name	
Signature		Signature	
Date		Date	

Check list for Authorization of Work Permit	
1	Details of type of crane(s) to be used?
2	Name of Lift Co-ordinator, Rigger/Crane Operator?
3	Adequate and suitable lifting gears available and in good condition
4	Have soil, wind, atmospheric, and work area conditions (e.g. cold, hot , snow, poor lighting & Ventilation etc.) been considered throughout the job so that work can be done safely?
5	Lifting Equipments, Lifting gears and Slings are tested and certified?
6	Are all operators trained, competent and healthy (Having Licenses / Experience Certificate)?
7	Are all the examinations and tests carried out on the equipment (Crane) and certified by competent persons?
8	Is the safe working load (SWL) marked on all lifting tools & tackles?
9	Lifting area cordoned off?
10	Tag lines provided to control the swing of load?
11	Load tied properly and secured against toppling and falling?
12	Signalman/Rigger is provided and competent?
13	Proper communication available between operator and rigger?
14	Is the vehicle for transportation adequate for the load?

Following additional precautions need to be taken before the start of the work:			
Permit Issue b By:			
Approved by Principal agency work incharge		**Endorsed by main agency HSE Dept**	
Name		Name	
Signature		Signature	
Date		Date	
Permit Close Out by: Name & Signature (Main agency)			
Date :		**Time :**	
Note: All extra information on preparation and precautions to be provided on the reverse side of this PTW.			

WORKING AT HEIGHT PERMIT

Date of Work :	Initiator:		Permit No.:
Description of work :			
Name of person supervising:		Dept./Function:	
Names of workmen involved in the job :			
1		2	
3		4	
Exact Location of Work:			
JSA Referance No.			
Job Instruction & Confirmation Sheet Ref. No			
Valid From : Time ……. Date: ……. To Time: ……. Date: …….			
Other relevant information			
Initiated by Engineer / Supervisor		Checked by Agency Safety Representative	
Name		Name	
Signature		Signature	
Date		Date	

Check list for Authorization of Work Permit		
Minimum and Mandatory Precautions		Y/ N / NA
1	Permit form filled in completely?	
2	Work area below is temporarily cordoned/barricaded	
3	The scaffold erected has pipes and clamps in good condition.	
4	Diagonal / lateral bracings pipes are provided to ensure stability	
5	Access ladder is provided to reach the work location	
6	Planks / sheet used in temporary platform are in good condition	
7	Planks / sheets are tied properly using binding wire	
8	Temporary platform is having temporary side railing	
9	Workers are wearing Helmet, Shoes & Safety belt in good condition.	
10	For Anchoring of safety belt at height rigid support / life rope line is provided	
11	Experienced workers are engaged for work	
12	Portable elect equip/fibre body checked for its healthiness including earthing	
13	The sling / pulley blocks / ropes are tested for fitness	

14	Workers are briefed on Safety Precautions to be taken	
	Power hand tools used at eight are connected through 30mA ELCB.	

Following additional precautions need to be taken before the start of the work

Permit Issued By:

	Approved by Principal Agency work in charge	Endorsed by Principal Agency HSE Dept
Name		
Signature		
Date		

Permit Close Out by: Name & Signature (Principal Agency)

Date :	Time :

Note: All extra information on preparation and precautions to be provided on the reverse side of this PTW.

Annexure - IV

DEFINITIONS

1. **Building or other construction work:** means the construction, alteration, repairs, maintenance or demolition, of or, in relation to, buildings, streets, roads, railways, tramways, airfields, generation, transmission and distribution of power, water works, oil and gas installations, electric lines, tunnels, bridges, viaducts, pipelines, towers, cooling towers and such other work as may be specified.

2. **Building worker:** means a person who is employed by a contractor to do any skilled, semi-skilled or manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be expressed or implied, in connection with any building or other construction work;

3. **Establishment:** means an establishment who or which employs building workers in any building or other construction work, and includes an establishment belonging to a contractor;

4. **Contractor:** means a person who undertakes to produce a given result for any establishment, other than a mere supply of goods or articles of manufacture by the employment of building workers or who supplies building workers for any work of the establishment, and includes a sub-contractor or any other agency engaged on his behalf;

5. **Employer:** in relation to an establishment, means the owner thereof that is the contractor himself.

6. **Competent Person:** means a person so approved by the Central Government who belongs to a testing establishment in India possessing adequate qualification, experience and skill for the purpose of testing, examination or annealing and certification of lifting appliances, lifting gears, wire ropes or pressure plant or equipment;

7. **Responsible Person:** means a person appointed by the employer to be responsible for the performance of specific duty or duties and who has sufficient knowledge and experience and the requisite authority for the proper performance of such duties;

8. **Danger:** means danger of accident or of injury or danger to health;

9. **Hazard:** means danger or potential danger;

10. **Hazardous substance:** means any substance, which due to its explosiveness, inflammability, radioactivity, toxic or corrosive properties and similar hazardous characteristics may Cause injury; or Affect adversely the human system; or Cause loss of life or damage to property or environment;

11. **Hazardous Process:** comprises roof work, steel erection, and work under and over water, demolition and work in confined space;

12. **National Standard:** means standards as approved by the Bureau of Indian Standards (BIS) and in the absence of such standards, the standards approved by the Central Government for a specific purpose;

13. **Lifting Appliance:** means a crane, hoist, derrick, winch, jack, pulley block or other equipment used for lifting materials, objects or building workers;

14. **Lifting gear:** means ropes, chains, hooks, slings and other accessories of a lifting appliance;

15. **Safe Operating Practice:** Means the practice followed in building and construction activities for the safety of workers and for safe operation of machinery and equipment used in such activities. Such practices shall conform to all or any of the following:

    Relevant Standards approved by BIS;

    National Building Codes;

    Manufacturer's instruction on safe use of equipment and machinery;

    Code of practice on safety in construction industry published by International Labour Organization .

16. **Safe working load**: in relation to an article of lifting gear or lifting appliance, means the load which is the maximum load that may be imposed on such article or appliance with safety in the normal conditions as assessed and certified by a competent person;

17. **Workplace**: means all places where building workers are required to be present or to go for work and which are under the control of an employer;

18. **Personal Protective Equipment (PPE):** are the protective devices made available for individual or collective use of the workers likely to be affected by the hazards of the workplace or process;

19. **Construction & Erection Manual (E&C) Rules**: all references to E&C Manual shall mean the Construction & Erection Rules that are detailed hereunder;

20. **Engineer in-charge**: All references to the Engineer in-charge shall mean the person in-charge of a building and construction of the NTPC.

21. **Interpretation of words not defined: words and expressions not defined or used in this Manual shall have the same meaning as generally assigned in common engineering practices**

HSE & OHSAS

1.0	OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME : BHEL, Power Sector Regions (PSNR/ER/WR/SR) are each certified for ISO 9001. Quality of work to customer's satisfaction and fulfillment of syster requirements are the essence of ISO 9001 certification. BHEL, PS Region have HSE certification (ISO 14001 & OHSAS 18001) and therefore Contracto also shall organize / plan/ perform all their activities to meet with the applicabl requirements of these standards.
1.1	HSE (Health, safety & Environment): Contractor will comply with HSE (Health, safety & Environment) requirements of BHEL. HSE requirements in brief, are given below :-
1.1.1	Contractor will nominate one of their qualified and experienced employees as Safety Officer, who will be responsible for all HSE related issues of contractors work area. Safety Officer will have authority to stop any activity, in case he observes that the activity is not being carried out in safe manner. He will conduct surprise inspection as well as periodic inspection/drill (at least once in a Week) and submit such reports to BHEL. He will conduct periodic meetings with working groups and explain HSE issues and use of PPEs to them. Reports of such meetings will be submitted to BHEL. Contractor will develop suitable work procedures based upon HSE guidelines and OCPs and implement it. Such work procedures will consist of Area of work, T&P Details, Work Procedure, PPE requirements etc. Contractor should highlight the requirement of safety to staff and labour through daily tool box meeting before start of the days job
1.1.2	The contractor shall ensure that proper job specific health check-up is done by medical professional for their employees during initial mobilization and thereafter if there is any change of job.
1.1.3	Following personnel protective equipments (PPEs), in adequate numbers, will be made available at site & their regular use by all concerned will be ensured :-
	- HELMET
	- SAFETY GOGGLES & WELDING FACE SHIELDS
	- SAFETY BELTS AND PROTECTIVE NET FOR WORKING AT HEIGHT
	- SAFETY SHOES
	- EAR PLUG
	- ANY OTHER SAFETY EQUIPMENT REQUIRED FOR SAFE COMPLETION OF THE WORK

HSE & OHSAS

1.1.4	Providing appropriate First Aid facilities for prompt treatment of injuries and illness at work place. Arranging training to contractor workmen/ employees for giving first aid.
1.1.5	Arranging ambulance in case of any emergency situation .
1.1.6	Identification of nearest hospital and health check-up of workmen/employees
1.1.7	Providing filtered drinking water at work place in cool container.
1.1.8	Providing appropriate fire fighting equipment at designated work place and nominate a fire officer/warden adequately trained for his job.
1.1.9	Identification of nearest fire station and display contact telephone nos. / person's name around work places for cases of emergencies .
1.1.10	Providing adequate no. of 24 V sources and ensure that no hand lamps are operating at voltage level above 24 Volts.
1.1.11	Fulfilling safety requirements at all power tapping points.
1.1.12	Red & White caution tape of proper width(1.5 to 2 inch) to be used for cordoning unsafe area such as open trench, excavation area etc.
1.1.13	Providing contractors company logo on cloths /uniform/ proper identity cards with photographs, for correct identification of people working at project site .
1.1.14	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.
1.1.15	Displaying safe handling procedures for all chemicals such as lube oil, acid, alkali, sealing compounds etc , at work place .
1.1.16	All scaffolding/ platforms should be made from materials of appropriate quality/grade so that these are safe for use. It should be certified/declared safe for use by an experienced contractor person, before any scaffolding/platform is used.
1.1.17	All T&Ps/ MMEs should be of reputed brand/appropriate quality & must have valid test/calibration certificates bearing endorsement from competent authority of BHEL.
1.1.18	Ensure that the regulatory requirement of excessive weight limit (to carry/lift/ move weights beyond prescribed limits) for male and female workers are complied with.
1.1.19	Safety slogan, Safety/ Caution boards , wherever required to be displayed in consultation with BHEL.

HSE & OHSAS

1.1.20	Take suitable measures for waste management and environment related laws/legislation as a part of normal construction activities. Compliance with the legal requirements on storage/ disposal of paint drums (including the empty ones), Lubricant containers, Chemical Containers, and transportation and storage of hazardous chemicals will be strictly maintained. Ensure proper cleanliness of work place, housekeeping and waste management (including proper waste disposal) on daily basis.
1.1.21	The Contractor is required to provide proper safety net systems where ever the hazard of fall from height is present as per instruction of BHEL Engineer. The safety nets shall be fire resistant, duly tested and shall be of ISI Mark and the nets shall be located as per site requirements to arrest or to reduce the consequences of a possible fall of persons working at different heights.
1.1.22	All applicable OCPs (Operational control procedures) will be followed by contractor as per BHEL instructions. This will be done as part of normal scope of work. List of such OCPs is given below . In case any other OCP is found to be applicable during the execution of work at site, then contractor will follow this as well, within quoted rate. These OCPs (applicable ones) will be made available to contractor during work execution at site. However for reference purpose, these are kept with Safety Officer of BHEL at the Power Sector Regional HQ, or available in downloadable format in the website, which may be refereed by contractor, if they so desire.
	☐ OCP for safe handling of chemicals
	☐ OCP for Electrical safety
	☐ OCP for energy conservation
	☐ OCP for safe welding and gas cutting operation
	☐ OCP for fire safety
	☐ OCP for safety in use of hand tools
	☐ OCP for first aid
	☐ OCP for food safety at canteen
	☐ OCP for safety in use of cranes
	☐ OCP for storage and handing of gas cylinders

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

HSE & OHSAS

	□ OCP for cleaning of hotwell / deaerator
	□ OCP for electro-resistance heating
	□ OCP for compressor operation
	□ OCP for O&M of control of AC plant & system
	□ OCP for air compressor
	□ OCP for passivation
	□ OCP for Safe EDTA Cleaning
	□ OCP for Safe Chemical cleaning of Pre boiler system
	□ OCP for Safe Boiler Light up
	□ OCP for Safe Rolling and Synchronisation
	□ OCP for Safe Loading of Unit
1.2	SAFETY AND CLEANLINESS : The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per discretion of BHEL or its authorised officials (Site Construction Manager) to prevent loss of human lives, injuries, to personne engaged and damage to property. Before commencing the work, the contracto shall submit a "Safety Plan" to the above authorised BHEL official and obtain approval on the same. The safety plan shall indicate in detail the measures tha would be taken by the contractor to ensure safety of men, equipment, materials and environment during execution of the work. This will also include an organization structure, role and responsibilities of the concerned key personnel, the safety practices that will be followed, PPEs deployed, plan fo handling critical activities and emergencies.
1.3	If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
1.4	During the course of construction, alternation or repairs, scrap with protruding nail, sharp edge etc and all other debris shall be kept clean from working areas, passage, ways and stairs in and around site.
1.5	Combustible scrap and debris shall be removed at regular intervals during the course of execution. Safe means shall be provided to facilitate such removal. The combustible scrap should be stored in safe place away from the plant materials to avoid fire accidents. The area shall be chosen in consultation with the Engineer and to be cordoned off.
1.6	Rigging equipment for materials handling shall be inspected prior to use in each shift and as necessary during its use to ensure that it is safe. Defective

	rigging equipment will be removed from service.
1.7	Rigging equipment shall not be loaded in excess of its recommended safe working load. Rigging equipment, when not in use, shall be removed from the original work area so as not to present a hazard to employees.
1.8	Contractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the condition under which such equipment or container may be handled and used during the performance of the works and the contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction tool and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition will be entertained.
1.9	Where it is necessary to provide and/or store petroleum products or petroleum mixture & explosives, the contractor shall be responsible for carrying out such provision / storage in accordance with the rules & regulations laid down in the relevant petroleum act, explosive act and petroleum and carbide of calcium manual, published by the chief inspector of explosives of India. All such storage shall have prior approval if necessary from the chief inspector of explosives o any other statutory authority. The contractor shall be responsible for obtainin the same.
1.10	Cylinders shall be moved by tilting and rolling them on their bottom edges. The shall not be intentionally dragged, struck or permitted to strike each othe violently.
1.11	When cylinders are transported by powered vehicle they shall be secured in a vertical position.
1.12	All workmen of the contractor working on construction area shall wear safety shoes, hand gloves, safety helmets and safety belt as applicable. The contractor shall provide to its workforce and ensure the use of following personnel protective equipment as found necessary and as directed by BHEL.
1.12.1	Safety Helmets conforming to IS-2965 : 1984
1.12.2	Safety Belts conforming to IS-3521:1983
1.12.3	Safety Shoes conforming to IS-1989 : 1978
1.12.4	Eye and face protection devices conforming to IS – 8620 : 1977 & IS – 8950 : 1978.

1.12.5	Hand and body protection devices conforming to IS – 2575 : 1975 and IS – 6994 : 1973, IS – 8907 : 1970 & 8619 : 1977
1.13	The contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL Engineer on demand. Other wise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person at construction site due to lapses by the contractor, the victim and/or his/her dependants shall be compensated by the contractor as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the contractor for presenting his case. Above safety conditions are not exhaustive but gives an idea for the contractor and contractor shall adhere to all safety precaution given by the Engineer at site.
1.14	The contractor shall arrange at his cost adequate lighting facilities e.g. flood lighting, hand lamps, area lighting etc. at various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area.
1.15	The contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time. He shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.
1.16	The contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.
1.17	Contractor shall ensure safety of all the workmen, material and equipment either belonging to him or to others working at site. He shall observe safety rules and codes applied by BHEL without exception.
1.18	It will be the responsibility of the contractor to ensure safe lifting of the equipment, taking due precaution to avoid any accident and damage to other equipment and personnel. All requisite tests and inspection of handling

	equipment, tools & tackle shall be periodically done by the contractor. Defective equipment shall be removed from service. Any equipment shall not be loaded in excess of its recommended safe working load.
1.19	The contractor shall provide necessary first aid facilities for all his employees, representatives and workmen at site and BHEL shall have no obligation in this regard. The first aid boxes should be placed at various elevations so as to make them available within the reach and at the quickest possible time. The contractor should conduct periodical first –aid classes to keep his supervisor and Engineers properly trained for attending to any emergency.
1.20	All the contractor's supervisory personnel and sufficient number of workers shal be trained for fire protection systems. Enough number of such trained personne l must be available during the tenure of contract. Contractor should nominate his supervisor to coordinate and implement the safety measures.
1.21	Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, temporary structure in labour colony etc. Such fire protection equipment shall be easy and kept open at all times. The fire extinguishers shall be properly refilled and kept ready which should be certified at periodic intervals. The date of changing should be marked on the Cylinders. A 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 contractor of any of his responsibility and liabilities to fire accident occurring either to his materials or equipment or those of others.
1.22	The contractor shall at his cost, remove from vicinity of work at least once each day all combustible waste, scrap, panting materials, rubbish, unused or other materials and deposit them in places specified by BHEL to keep the work site clear and tidy. Use of undercoated canvas paper, corrugated paper, fabricated carton, plastic or other flammable materials shall be restricted to the minimum and promptly removed.
1.23	The contractor shall not use any hand lamp energized by Electric power wit supply voltage of more than 24 volts in confined spaces like inside water boxe turbine casings, condensers etc.
1.24	All portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. Only electricians licensed by appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works.

1.25	In case of any delay in completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably.
1.26	Valve protection caps shall be kept in place and secured.
1.27	The contractor shall be responsible for the safe storage and handling of his radio-active sources as per BARC rules and regulations.
1.28	Tarpaulin being inflammable should not be used (instead, only non infusible covering materials shall be used) as protective cover while preheating, welding, stress relieving etc. at site.
1.29	If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instruction regarding safety issued by BHEL, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than 7 days indicating the steps that would be taken by BHEL.
1.30	If the contractor succeeds in carrying out its job in time with out any fatal or disabling injury accident and without any damage to property BHEL may, at its sole discretion, favorably consider to reward the contractor suitably for the performance.
1.31	The contractor shall carefully follow the safety requirement of BHEL/ the purchaser with the regard to voltages used in critical areas.
1.32	The contractor shall use only properly insulated and armored cables which conform to the requirement of Indian Electricity Act and Rules for all wiring, electrical applications at site. BHEL reserves the right to replace any unsafe electrical installations, wiring, cabling etc. at the cost of the contractor. 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 contractor shall maintain adequate number of qualified electricians to maintain his temporary electrical installations.
1.33	The contractor shall arrange adequate number of persons specifically for clearing any debris and for house keeping of the erection area including restacking of components in the erection areas.

1.34	In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the contractor after holding an appropriate enquiry.
1.35	The contractor shall submit report of all accidents, fires and property damage etc to the Engineer immediately after such occurrence, but in any case not later then 24 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition periodic reports on safety shall also be submitted by the contractor to BHEL from time to time as prescribed by the Engineer.
1.36	Before commencing the work, the contractor shall appoint/nominate a responsible person to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
1.37	Suitable scaffolds shall be provided for workman for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration of work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made of steel. The steps shall have a minimum width of 45 cm and a maximum rise of 30 cm. Suitable handholds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper then ¼ horizontal and 1 vertical.
1.38	Scaffolding or staging more than 3.6 m above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 90 cm above the floor or platform of such scaffolding or staging and extending along the entire length of the out side and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it form saver, from swaying, from the building or structure.
1.39	Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform gangways provided is more than 3.6 m above ground level or floor level, they shall be closely boarded and shall have adequate width which shall not be less than 750 mm and be suitably fenced as described above.
1.40	Every opening in the floor or a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.

1.41	Wherever there are open excavation in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
1.42	Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in the length while the width between side rails in rung ladder shall in no case be less than app. 29.2 cm for ladder upto and including 3 m in length. For longer ladders this width shall be increased at least ¼" for each additional foot of length.
1.43	A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to Construction.
1.44	All personnel of the Contactor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal worker shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
1.45	Adequate precautions shall be taken to prevent danger for electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
1.46	All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 30 m in length or fraction thereof. The ladder shall be extended from bottom of the trench to at least 90 cm above the surface of the ground. Sides of the trenches which are 1.50 m or more in depth shall be stepped back to give suitable slope or securely held by timer bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
1.47	The Contactor shall take all measures at the sites of the work to protect all persons from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any persons for injury sustained or death owing to neglect of the above precautions and to pay any such persons such compensation or which may with the consent of the Contractor be paid to compromise any claim by any such person should such claim proceeding be filed against BHEL, the Contractor hereby agrees to indemnify BHEL against the same.
1.48	Before any demolition work is commenced and also during the process of the

	work the following shall be ensured:
1.48.1	All roads and open areas adjacent to the work site shall either be closed or suitably protected.
1.48.2	No electric cable or apparatus which is liable to be a source of danger nor a cable or an apparatus used by the operator shall remain electrically charged.
1.48.3	All practical steps shall be taken to prevent danger to persons employed from the risks of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render them unsafe.
1.49	All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed in the Site and maintained in a condition suitable for immediate use and the Contactor should take adequate steps to ensure proper use of equipment by those concerned.
1.49.1	Workers employed on mixing asphalted materials, cement and lime mortars shall be provided with protective foot wear and protective goggles.
1.49.2	Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
1.49.3	Those engaged in welding works shall be provided with welder's protective eyesight lids.
1.49.4	Stone breakers shall be provided with protective goggles and protective clothing and seated sufficient to safe intervals.
1.49.5	Where workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into manhole, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
1.49.6	The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken.
1.49.6.1	No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

1.49.6.2	Suitably face masks should be supplied for use by the workers where paints are applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
1.49.6.3	Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
1.50	When the work is being done near any place where there is risk of drowning all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
1.51	Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe guards. Hoisting appliance should be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, insulting mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductor of electricity.
1.52	All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near the places of work.
1.53	The contractor shall maintain and ensure necessary safety measures as required for inspection and tests HV test, Pneumatic test, Hydraulic test, Spring test, Bend test etc as applicable, to enable. inspection Agency for performing Inspection. If any test equipment is found not complying with proper safety requirements then the Inspection Agency may withhold inspection, till such time the desired safety requirements are met.
1.54	The Contractor shall notify BHEL of his intention to bring to site any equipment or material which may create hazard. BHEL shall have the right to prescribe the conditions under which such equipment or materials may be handled and the contractor shall adhere to such instructions. BHEL may prohibit the use of any construction machinery, which according to him is unsafe. No claim for compensation due to such prohibition will be entertained by BHEL.

1.55	All safety precautions shall be taken for welding and cutting operations as per IS-818. All safety precautions shall be taken for foundation and other excavation marks as per IS-3764.
1.56	These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent, place at work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.
1.57	To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangement made by the contract shall be open to inspection by the Engineer of the Engineer's Representative.
1.58	Keeping the work area clean/ free from debris, removed scaffoldings, scraps insulation/sheeting wastage /cut pieces, temporary structures, packing woods etc. will be in the scope of the contractor. Such cleanings has to be done by contractor within quoted rate, on daily basis by an identified group. If such activity is not carried out by contractor / BHEL is not satisfied, then BHEL may get it done by other agency and actual cost alongwith BHEL overheads will be deducted from contractor's bill. Such decisions of BHEL shall be binding on the contractor.
1.59	Notwithstanding the above clauses there is nothing to exit the Contractor from the operations of any other Act or Rule in force in area of work in this respect. Provided always that all safety measures apart from those specifically provided in this agreement which are brought to the notice of the Contractor from time to time by the Engineer shall be complied by the Contractor. Provided further that all consequences, damages, or losses arising by reason of any safety code shall be met with by the Contractor.
1.60	<u>NON COMPLIANCE:-</u> NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND BHEL HAS RIGHT TO IMPOSE FINES ON THE CONTRACTOR AS UNDER <u>for every instance of violation noticed</u>:

SN	Violation of Safety Norms	Fine (in Rs)	
01	Not Wearing Safety Helmet	50/-	
02.	Not wearing Safety Belt	100/-	
03.	Grinding Without Goggles	50/-	
04.	Not using 24 V Supply For Internal Work	500/-	

05.	Electrical Plugs Not used for hand Machine	100/-
06.	Not Slinging property	200/-
07.	Using Damaged Sling	200/-
08.	Lifting Cylinders Without Cage	500/-
09.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.	200/-
10.	Not Removing Small Scrap From Platforms	200/-
11.	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting	200/-
12.	Not Maintaining Electric Winches Which are Operated Dangerously	500/-
13.	Improper Earthing Of Electrical T&P	500/-
14.	Accident Resulting in Partial Loss in Earning Capacity	25,000/- per victim
15.	Fatal Accident/Accidents Resulting in total loss in Earning Capacity	1,00,000/- per victim

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

1.61 CITATION:-If safety record of the contractor in execution of the awarded job is to the satisfaction of safety department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job

1.62 MEMORANDUM OF UNDERSTANDING

After Award Of Work, Contractors 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 (EHS Policy).
- M/s _____do hereby also commit to the same

	EHS Policy while executing the Contract Number _____ ¾ M/s _____ shall ensure that safe work practices not limited to the above are followed by all construction workers and supervisors. Spirit and content therein shall be reached to all workers and supervisors for compliance. ¾ BHEL will be carrying out EHS audits twice a year and M/s _____ shall ensure to close any non-conformity observed/reported within fifteen days. Signed by authorized representative of M/s ---------- Name : Place & Date:

PRICE SCHEDULE (UNPRICED)

PLEASE REFER

E-PROCUREMENT PORTAL https://bhel.abcprocure.com

PRICE SCHEDULE

PLEASE REFER

E-PROCUREMENT PORTAL https://bhel.abcprocure.com

ANNEXURE-A

Suspension of business dealings with Suppliers/ Contractors

1.0	Suspension of Business dealings with Suppliers/ Contractors
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	Suspension of business dealings with Suppliers/ Contractors could be in the form of following: -- a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year. b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years. The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.
1.3	Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed. ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is exceeded or b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier. iii) a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category. b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula). Note: – for (b), No specific period of hold shall be applicable. iv) Supplier works are under strike/ lockout for a period of more than three months. Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
1.4	Banning across BHEL shall be imposed in following cases, if
1.4.1	i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL. iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

Note: Above shall be applicable along with Guidelines for "Suspension of Business dealings with Suppliers/ Contractors" available in BHEL website http://www.bhel.com. These shall form part of tender documents.

ANNEXURE-B

Certificate by Chartered Accountant on letter head

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

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

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(E) dated October 5, 2006 :

   Rs……..... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

   Rs……..... Lacs

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Specification No: ……,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL.

Tick (√) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

FORMAT FOR SEEKING CLARIFICATION

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

To,

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

Dear Sir,

Sub: **Request for Clarification**

Ref: 1) NIT/Tender Specification No: ……,
2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

FORMAT FOR DETAILS OF BIDDER

NAME OF BIDDER	
FAX NO.	
Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Mobile*	

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at_____ [1] (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No._____ [2] dated _____[2] valued at Rs…….[2] (Rupees ----------)[2] for <Nature of the Work>[3] (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs._____ [4] (Rupees _____ only), we ____(indicate the name and address of the Bank) having its Head Office at _____(address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs._____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____(indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

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

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

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____ [5] or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____[6], (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

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

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed…… [7]

b) This Guarantee shall be valid up to ……[8]

c) Unless the Bank is served a written claim or demand on or before _____[9] (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

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

Date _____ Day of _____

for____(indicate the name of the Bank)__

(Signature of Authorised signatory)

[1] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .*

[2] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[3] *PROJECT/SUPPLY DETAILS*

[4] *BG AMOUNT IN FIGURES AND WORDS*

[5] *VALIDITY DATE*

[6] *DATE OF EXPIRY OF CLAIM PERIOD*

[7] *BG AMOUNT IN FIGURES AND WORDS.*

[8] *VALIDITY DATE*

[9] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**
2. **In Case of Bank Guarantees submitted by Foreign Vendors-**
   - **a.** **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
   - **b.** **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
   - **b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is

advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

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

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

we, ……, (hereinafter referred to as the Bank), having registered/Head office at …… and inter alia a branch at ……. being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ---------- (Rupees ----------)[4] without any demur, immediately on a demand from the Employer, .
Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ _____.
We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

We the …….bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the ……[6] (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed…… [7]
b) This Guarantee shall be valid up to ……[8]
c) Unless the Bank is served a written claim or demand on or before _____[9] (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

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

For and on behalf of

(Name of the Bank)

Dated……..

Place of Issue……

[1] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.*

[2] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[3] *PROJECT/SUPPLY DETAILS*

[4] *BG AMOUNT IN FIGURES AND WORDS*

[5] *VALIDITY DATE*

[6] *DATE OF EXPIRY OF CLAIM PERIOD*

[7] *BG AMOUNT IN FIGURES AND WORDS.*

[8] *VALIDITY DATE*

[9] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

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

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

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

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

   b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

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

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

List of Consortium Banks *			
	Nationalised Banks		**Nationalised Banks**
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		**Public Sector Banks**
3	Bank of Baroda	20	IDBI
4	Canara Bank		**Foreign banks**
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		**Private banks**
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

* wef 22.03.2016

RTGS FORMAT

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

01. NAME OF VENDOR

02. ADDRESS

03. VENDOR'S BANK A/C NAME

04. VENDOR'S BANK A/C NO.

05. NAME OF BANK

06. NAME OF BRANCH

07. BRANCH PH. NO.

08. CITY

09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF VENDOR WITH DATE & SEAL

CONFIRMATION BY BANKER WITH OFFICE SEAL

Note : Incorrect information will crate accounting complications and payment will be delayed.

RTGS DETAILS OF BHEL-PSER FOR EFT BY BIDDER/CONTRACTOR

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

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

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

Signature of Authorised Representative of Vendor with office seal

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

Confirmation by Banker with office seal

State Bank of India ★ (SALT LAKE) 4289 ★ Commercial Branch

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

	GENERAL & SPECIAL CONDITIONS OF CONTRACT [FOR SERVICES JOB]	PSER KOLKATA

SECTION – I
Instructions to Tenderers
GENERAL INSTRUCTION TO TENDERERS

1.1 Submission of Tender in "Three Parts".

(1) Technical Tender: All particulars asked for from the Vendor except the Price Bid & E.M.D in an envelope.

(2) EMD in a sealed envelope clearly superscribing on the envelope "E.M.D", the Tender Number, Name of Work, addresses of Vendor and addressee. One time EMD holders needn't enclose this provided that proof of EMD remittance is enclosed in the technical tender.

(3) Price Bid in the price schedule enclosed in the tender, in sealed envelope, clearly superscribing "Price Bid", Tender Number, Name of Work, Name of the Vendor and addressee.

All the above "Parts" can be placed in an sufficiently large outer envelope for submission.

1.1.1a This Tender specification as a whole, duly furnishing the following details shall be duly signed and sent in a sealed cover superscribing :

TENDER FOR
TENDER SPECIFICATION NO.
DUE ON _____

1.1.1b DURATION OF JOB

1.1.1.1 Earnest Money Deposit.

1.1.1.2 Income Tax & Sales Tax Clearance Certificate.

1.1.1.3 Detailed organisation chart for manpower resources available with the tenderer and to be employed for the present jobs.

1.1.1.4 Time to be taken for commencement and completion of Work.

1.1.1.5 A list of experience as mentioned in the tender document.

1.1.1.6 The details of the present jobs being handled.

1.1.1.7 Certificate from the BHEL's scheduled Banks to establish financial capability of the tenderer as per format enclosed at Annexure-I.

1.1.1.8 Attested copies of partnership deed, power of attorney and tender specifications duly signed as mentioned in the tender documents.

1.1.1.9 Price schedule and other relevant information.

NOTE: All Xerox copies enclosed by the Vendor should be attested and sealed for authenticity.

1.1.2 The tender shall be addressed to:

HEAD, PURCHASE DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED,
POWER SECTOR, EASTERN REGION, (2ND FLOOR),
PLOT-9/1, BLOCK-DJ, SECTOR-II, SALT LAKE,
KOLKATA – 700091.

1.1.3 Tenders submitted by post shall be sent "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex may not be considered unless confirmed in writing by a detailed offer.

1.1.4 Tenders shall be opened by the authorised officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present.

1.1.5 The Tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies or omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the offer.

1.1.6 Before tendering, the tenderer is advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.

1.1.7 Tenderers must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification & deceleration must be signed bearing seal and submitted along with the offers by the Tender in token of complete acceptance thereof. The information furnished shall be complete by itself. The booklet of G.S.C.C may be retained by the bidder if deceleration is enclosed along with the bid duly filled in and signed and sealed.

1.1.8 The tender shall quote the rates in English language and internationals numerals. The rates shall be in whole rupees. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.

1.1.9 All entries in the tender shall either be typed or be in ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.2 Qualifications of Tenderers:

Only tenderers who have previous experience in work of this nature and description detailed in this tender specification and/or registered with BHEL, PS-ER-SAS for such works are expected to quote for this work duly detailing their experience along with the offer. Offers from tenderers who do not have established experience in the field are not likely to be considered.

1.3 Data to be enclosed:

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

1.3.1 Financial Status:

a) A certificate from BHEL's scheduled Bank to prove his financial capacity/capability to undertakes the work of solvency certificate from the concerned Government Authority.

b) Contractors other than those who are registered in ER, should submit their audited annual accounts for three years preceding the financial year in which tenders are called for.

1.3.2 Income Tax / Sales Tax Certificate :

A certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed therefor duly indicating annual turnover. The certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.

1.3.3 Previous Experience:

A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and value of each work, the site location and the duration and date of completion and also a list of site locations and particulars and value of various services that are under progress.

1.3.4 Organisation Chart:

The organisation pattern that is totally available with the tenderer and that will be employed by the tenderer for this work duly indicating the number of Engineers and Supervisors, their qualification and experience in the line, the number of skilled and unskilled workmen etc.

1.3.5 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached.

1.3.6 In case of an individual:
His full name, address and place and nature of business.

1.3.7 In case of Partnership firms:
The name 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.

1.3.8 In case of Companies:
Date and place of registration including Date of Commencement Certificate in case of public companies (certified copies of Memorandum and Articles of Associations are also to be furnished).

1.3.9 Nature of business carried on by the Company and the provision of the Memorandum relating thereof.

1.3.10 Names and particulars including addresses of all the Directors and their previous experience.

1.3.11 A list of tools and tackles that the tenderer is having and those that will be earmarked for this job.

1.3.12 In addition to the above, the particulars required in various annexures.

1.4 **EARNEST MONEY DEPOSIT (EMD):**

1.4.1 Every tender Must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:

1.4.1.1 **Cash deposit as permissible under the extant Income Tax Act** (Before tender opening) - The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited, PS-ER, Kolkata between 14.00 hours and 16.00 hours on working days and cash receipt issued by him shall be enclosed along with the tender.

1.4.1.2 **Electronic Fund Transfer** credited in Bharat Heavy Electricals Limited, PS-ER' account (before tender opening). RTGS details of BHEL-PSER is available in tender.

1.4.1.3 **Banker's Cheque/Pay Order/Demand Draft** payable at Kolkata duly pledged in Favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).

1.4.1.3(a) **Any other mode as per latest guidelines issued by Govt. of India.**

1.4.1.4 Parties/bidders who have submitted/submits **One Time EMD (OEMD) in this Power Sector Region (i.e. BHEL-PSER) for Service After Sales (SAS) a sum of amount Rs. 5,00,000/- (Rupees Five Lakh only)** are exempted from payment of E.M.D. on each such tender in that unit on case to case basis.

1.4.2 Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected. EMD shall not carry any interest.

1.4.3 The Earnest Money Deposit of the successful tenderer will be retained as part of Security Deposit.

1.4.4 EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.

1.4.5 BHEL reserves the right of forfeiture of Earnest Money Deposit submitted by the tenderer if :-

a) 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.

b) The Contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/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"

1.5 Authorisation and Attestation:

1.5.1 Tenders shall be signed by persons duly authorised/empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

1.6 Validity of Offer:

The rates in the tender shall be kept open for acceptance for a minimum period of six months from the due date of opening of tenders. If a tenderer withdraws or revokes his tender or increases the tender rates and/or conditions for any item within the aforesaid period, his Earnest Money Deposit is liable to be forfeited. In case the Bharat Heavy Electricals Limited calls for negotiations, such negotiation shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.7 Execution of Contract:

The successful tender's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer may be required to execute an agreement in the prescribed form with the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting first RA bill for payment. The expenses for completing and stamping the agreement shall be borne by the tenderer.

1.8 **Security Deposit (SD):**

1.8.1 Security Deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract. Upon acceptance of tender, the successful tenderer within the time specified in the Letter of Intent must deposit the required amount towards Security Deposit before start of the work. The Security Deposit shall not carry any interest.

1.8.2 The total amount of **Security Deposit will be 5% (Five percent) of the contract value.** EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

1.8.3 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor.

1.8.4 Regarding adjustment of Earnest Money Deposit towards part of Security Deposit, refer clause 1.8.2 above, the successful tenderer shall not commence any work under the contract before remitting the Security Deposit except as directed by BHEL.

1.8.5 Failure to deposit the Security within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work.

1.8.6 The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished in any one of the following forms:

i) Cash (as permissible under the Income Tax Act)

ii) Local cheques of scheduled banks (subject to realization)/Pay Order/Demand Draft/Electronic Fund Transfer credited in Bharat Heavy Electricals Limited, PS-ER' account.

iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. Bank Guarantee for S.D. must be posted by the Bank by registered post directly to us, and it should not be submitted by the bidder directly to us.

iv) 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).

v) 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).

vi) Any other mode as per latest guidelines issued by Govt. of India.

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.

1.8.7 **Collection of Security Deposit:**

1.8.7.1 At least 50% of the required Security Deposit, including EMD, should be collected before start of work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the amount of the required Security Deposit is collected.

1.8.7.2 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor.

1.8.7.3 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, subject to approval of BHEL.

1.8.7.4 Security Deposit should cover up to the period of guarantee also.

(Note: In case of SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

1.8.8 BHEL reserves the right of forfeiture of Security Deposit in addition to other claim and penalties in the event of the contractor's failure to fulfil any of the contractual obligations including statutory or in the event of termination of contract as per terms and conditions of contract.

1.8.9 Return of Security Deposit:

If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL, and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all costs or expenses or other contracts entered into with the contractor, only after the satisfactory completion or guarantee period as per clause 2.13.

1.8.10 No interest shall be payable by BHEL on Earnest Money / Security Deposit or any money due to the contractor from BHEL.

1.8.11 In no case Security Deposit can be released before settling all claims under this contract.

1.9 Rejection of Tender and other conditions:

1.9.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:

a) to reject any or all of the tenders.
b) To split up the work amongst two or more tenderers.
c) To award the work in part.
d) Either of the contingencies stated in (b) and (c) to modify the time for completion suitably.
e) To modify the scope of work after mutual agreement.

1.9.2 Conditional and unwitnessed tenders:

Tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc. are liable to be rejected.

1.9.3 If a tenderer expires after his submission of the 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 the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

1.9.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the compositions of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.9.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit.

1.9.6 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.

1.9.7 Should a tenderer or contractor or in the case of a firm or Company of Contractors one or more of its Partners/shareholders/Directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this, BHEL may at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

1.9.8 The successful tenderer should not sub-contract the part or complete work detailed in this tender specification undertaken by him without permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at the risk and responsibility of contractor.

1.9.9 The successful tenderer shall inform/keep BHEL informed if he has already undertaken any work/is likely to be awarded any job with the same customer with whom BHEL is entering into contract.

SECTION – II

GENERAL TERMS & CONDITIONS OF THE CONTRACT

2.1 Definition:

The following terms and expressions shall have the meaning hereby assigned to them except where they context otherwise requires:

2.1.1 'BHEL' (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act., 1956, with its Registered Office at BHEL House, SIRI FORT, NEW DELHI-110049, Power Sector, Eastern Region, Service After Sales – Services, DJ-9/1,Salt Lake, Kolkata – 700091 or its Administrative officers or its site Engineer or the employees authorised to deal with any matters with which these persons are concerned on its behalf.

2.1.2 "GENERAL MANAGER"/DEPUTY IN CHARGE" shall mean the Officer in Administrative charge of BHEL, PS-ER, SAS – Services, Kolkata or their other regional offices.

2.1.3 "ENGINEER" or "ENGINEER IN CHARGE" shall mean Engineer deputed by BHEL. The terms include "SITE ENGINEER", "RESIDENT ENGINEER" and "ASSISTANT SITE ENGINEER" of BHEL at the site as well s the officers in-charge at Kolkata office.

2.1.4 "SITE" shall mean the place or places at which the plants/equipment are to be overhauled and services are to be performed as per the specification of this contract.

2.1.5 "CLIENTS OF BHEL" or "CUSTOMER" shall mean the Project authorities to whom BHEL is supplying the equipment/services.

2.1.6 "CONTRACTOR" shall mean the individual, firm or company who enters into this contract with BHEL and shall include their executors, administrators, successors and permitted assigns.

2.1.7 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement or work order, the accepted appendices of rates, schedule of quantities, if any and general condition of contract, the special conditioning of contract instructions of the tenderers, the drawings, the specifications, the special specification, if any, the tender specifications, the special specification, if any, the tender documents and the Letter of Intent/Accepting Letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or supporting letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the agreement.

2.1.8 "GENERAL CONDITIONS OF CONTRACT" shall mean the instructions to tenderers and general conditions of contract pertaining to the work detailed.

2.1.9 "TENDER SPECIFICATION" shall mean the "Specific Conditions, technical specifications, appendices, site information and drawings, "pertaining to the work for which the tenderers are required to submit their offer. Also this will include the specifications detailed in NIT of client of BHEL for overhauling, erection, testing and commissioning of plant. Individual specification no. will be assigned to each tender specification.

2.1.10 "TENDER DOCUMENTS" shall mean the General conditions of contract (2.1.8) and tender specification (2.1.9)

2.1.11 "LETTER OF INTENT" shall mean the intimation by a letter to the tenderer that the tender has been accepted in accordance with provisions contained in that letters. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

2.1.12 "COMPLETION TIME" shall mean the period by date specified in the acceptance of tender for handing over the overhauled equipment/plant which are found acceptable by the engineer being of required standard and conforming to the specification of the contract or recommissioning of the machine successfully whichever is later. Completion time will be reckoned from the date of LOI with the period for mobilisation as prided with LOI, added to the same.

2.1.13 "PLANT" shall mean and cannot the entire assembly of the plant and equipments covered by the contract.

2.1.14 "EQUIPMENT" shall mean all equipments, machineries, materials, structurals, electricals and other components of the plant covered by the contract.

2.1.15 "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 contract work or part thereof.

2.1.16 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

2.1.17 "WORK OR CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, overhauling erection, testing and commissioning of the equipment to the entire satisfaction of BHEL.

2.1.18 "SINGULAR AND PLURAL ETC" words carrying singular number shall also include plural and vice versa, where the context so requires, words importing the masculine gender shall be taken to include any company or Association or body of individuals, whether incorporated or not.

2.1.19 "HEADINGS" The Leadings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in interpretation or construction thereof or of the contract.

2.1.20 'MONTH" shall mean calendar month.

2.1.21 "WRITING" shall include any manuscript, type written or printed statement under the signature or seal as the case may be.

2.2 Law governing the contract and Court Jurisdiction:

The contract shall be governing by the Law for the time being in force in the Republic of India. The Civil Court having ordinary original civil jurisdiction, Kolkata shall alone have exclusive Jurisdiction in regard to all claims in respective of this contract.

2.3 Issue of Notice:

The contractor shall furnish to the BHEL Engineer the name, designation and address of his authorised agent and all complaints, notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorised agent or left at or posted to the address either of the contractor or of his representative and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of past or on which they were so delivered or/or left.

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 the written permission of BHEL.

2.5 Commencement of Work:

2.5.1 The contractor shall commence the work within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay. For computing the scheduled completion date, commencement, of work will be reckoned from the date of complete mobilisation as per LOI, unless specifically amended by Head (Services), BHEL, Kolkata.

2.5.2 If the successful tenderer fails to start the work within the stipulated time, BHEL as its discretion will have the right to cancel the contract. His Earnest Money and / or Security Deposit with BHEL will stand forfeited without any further reference to him, without prejudice to any and all of BHEL's other rights and remedies in this regard.

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

2.5.4 The erected overhauled plant or work performed under the contract shall be taken over when it has been completed in all respects and or satisfactorily put into operation at site.

2.6 Mode of payment and measurement of the work completed.

2.6.1 "All payment due to the contractor shall be paid only by Account payee Cheques"

2.6.2 The contractor shall present his bill on the format prescribed by BHEL for every payment. After verification of such bills by BHEL, all items having financial value shall be entered and certified in BHEL Measurement Book by BHEL Engineer and the bills prepared based on the same and connected technical documents which form part of this tender specification.

2.6.3 Lump sum omission will be entered for deduction. Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this Contract.

2.6.4 Work which is to be measured in details shall be measured as per standard procedure without reference to any local procedures without reference to any local procedures excepting where it is otherwise stated in the tender documents. The measurement shall be taken jointly by person duly authorised on the part of BHEL and by the contractor.

2.6.5 If, at any time due to reason whatsoever, it becomes necessary to remeasure the work done in full or in part, the expenses towards such remeasurement shall be borne by the contractor.

2.6.6.1 The contractor shall bear the expenditure involved, if any, in making the measurement. The Contractor shall, without extra charges, provide all the assistance with appliances with appliance and other things necessary for measurement.

2.6.7 The measurement entered in the Measurement Books and the bills prepared shall be signed and dates by both the contracting parties.

2.6.8 The Contractor will be intimated in writing by the site Engineer, the proposed date of measurement. If the contractor, representative fails to participate in the joint measurement, the BHEL engineer shall have the power to proceed by himself to take measurement in which case the measurement shall be accepted by the contractor as final.

2.6.9 Passing of measurement as per bills does not amount to acceptance of the completion of work mentioned. Any left out work has to be completed if pointed out at a later dated by BHEL.

2.7 **Rights of BHEL:**

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

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

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

ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

iii) Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.

iv) Termination of Contract on account of any other reason (s) attributable to Contractor.

v) Assignment, transfer, subletting of Contract without BHEL's written permission.

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

(#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk & Cost Amount against Balance Work:

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

Risk & Cost Amount= [(A-B) + (A x H/100)]

Where,

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

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

H = Overhead Factor to be taken as 5

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

(*) Balance scope of work (in case of termination of contract):
Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.
Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.
Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.
However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

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 as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), 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)] x T1
v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

2.7.3 **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 customers are terminated for any reason.

2.7.5 While every endeavour will be made by BHEL they cannot guarantee uninterrupted work due to conditions beyond their control. Contractor will not be entitled to any compensation / extra payment on this account.

2.8 Responsibilities of the Contractor:

The following are the responsibilities of the contractor in respect of observation of local laws, employment of personnel, payment of taxes and execution of job etc.

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 dealing 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 state and central Laws, Statutory Rules, Regulations etc., such as:

The payment of wages Act, Minimum Wage Act, Workmen compensation Act, Employers Liability Act, Industrial Disputes Act, Employees Provident Fund Scheme,

Employees Insurance Scheme, Contract Labour (Regulation & Abolition) Act 1970 and other Acts, Rules & Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The Contractor shall give to the local Governing Body, Police and other relevant authorities all such notices as may be required by law.

2.8.4 The Contractor shall pay all taxes, fees, licence charges, deposits duties, tools, royalty, commission or other charges which may be leviable on account of any of his operations in executing the contract. In case, BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from the contractor either from his bills or otherwise as deemed fit.

2.8.5 The Contractor shall be responsible for provision of health and sanitary arrangements, more particularly described in contract Labour (Regulation & Abolition Act) safety precautions etc., as may by required of same and satisfactory execution of the contract.

2.8.6 The contractor shall fulfil all his obligation in respect of accommodation including proper medical facilities for the personnel employed by him.

2.8.7 The contractor shall be responsible for the proper behaviour at site and observance of all regulations by the staff employed by him.

2.8.8 The Contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damages is caused, it is the responsibility of the contactor to make the losses or compensate for the same.

2.8.9 All the properties / equipments / components of BHEL / their client loaned with or without deposit to the contractor in connection with the contract shall remain the properties of BHEL / their client. The Contractor shall use such properties for the purpose of execution of this contract. All such properties / equipment / components shall be deemed to be in good condition when received by the contractor unless he notified within 48 hours to the contrary. The Contractor shall return them in good conditions as and when required by BHEL / their client. In case of case of non-return, loss damage, repairs, etc. the cost thereof, as may be fixed by the site Engineer, will be recovered from the contractor.

2.8.10 It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability / possibility BHEL's customers' handling equipment and other plants may be made available to the contractor on payment of the hire charges / free of charges as fixed, subject to the condition laid down by BHEL. Customer form time to time, Unless paid in advance, such hire charges if applicable shall be recovered from contractor's bill / security Deposit in one instalment.

2.8.11 The contractor shall not claim any compensation of the scope of the work, due to changes in design which curtails quantum.

2.8.12 The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection / overhauling / performing work under the contract.

2.8.13 In case the contractor is required to undertake any major work outside the scope of this contract the rates payable shall be decided by BHEL Resident Engineer.

2.8.14 The contractor shall keep the area of work clean and shall remove debris etc., while executing day to day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places to be specified by the BHEL Engineer. The contractor will also demolish all hutments, sheds, partitions, offices, 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 removed by the BHEL. The expenses thereof will be recovered from contractor.

2.8.15 The contractor shall arrange and co-ordinate his work in such a manner as to cause no inconvenience to other agencies working in the area.

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 work to be performed by him and shall maintain all light, fencing guards, signs etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and atmospheric conditions. Suitable number of electrical staff, watch and ward, store keepers to take care of the equipment, materials and construction tools and tackles, shall be posted at site by the contractor till completion of the 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 tests of handling equipment, lifting tools, tackles etc, as per prescribed standards and practices.

2.8.17 The contractor will be directly responsible for payment of wages to his women. A pay roll sheet giving all the payments given to workers and duly signed by the contractor's representative should be furnished to BHEL site office for record purpose. BHEL site In-charge may be intimated the date of disbursement of wages to the workmen engaged for the work, so that his representative can witness the same.

2.8.18 The intent of specification, is to provide services according to most modern and proven techniques and codes. The omission of specific reference to any method, requirement or material necessary for the proper and efficient performance of work shall not relieve the contractor of the responsibility of providing such facilities to complete the work.

2.8.19 In case of any clause of the work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the BHEL Engineer.

2.8.20 No levy or payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.

2.8.21 The details drawings, specifications, instructions manual, if any available with the BHEL Engineer will form part of tender specification. These documents will be made available for reference only to the contactor during execution of work.

2.8.22 Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.

2.8.23 No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause of any type.

2.8.24 **No over run charges shall be paid in the event of the completion period being extended for any reason whatsoever.**

2.8.25 It is possible that some repair/rectification, modification may be needed on the equipments to be overhauled / work to be performed under this specification, for reasons not attributions to the contractor. All such repair / rectification / modification work which can be done, with the available facilities at site shall be carried out by the contractor free of cost and no extra charges shall be paid to contractor.

2.8.26 The quality and progress of work will be regularly reviewed. The schedule and progress of work will be given to the contractor in advance and it will be the obligation / responsibility of the contractor to achieve the desired quality and progress of work by suitably reinforcing their labour force and/or by working extra hours or in more than one shift without any extra cost. Workmen found unsuitable for the work will be replaced immediately by the contractor on being informed by BHEL.

2.8.27 During the overhauling work under the contract it is very essential that proper and adequate inspection should made constantly to maintain the quality or workmanship so that any deviation from design dimension does not exceed permissible limits. The proper functioning of the unit, while in operation, depends to a great extent on the above factors. The fact that effective supervision and inspection at the execution stage is less costly than any down time of running unit even for a short period need not be over emphasized. For the details regarding alignment and permissible dimensional deviations in the sub-assembles BHEL Engineer may be consulted.

2.8.28 The contractor shall be furnish fortnightly labour report showing by classification of number of employees engaged in various categories or work date wise and submit a progress report of wok as required by BHEL Engineer.

2.8.29 The contractor shall execute the work in the most substantial and workmen-like manner in stipulated time. Accuracy of work and timely execution are the essence of this contract. The contractor shall be responsible to ensure that the assembly and workmanship conform to the dimensions and clearances given in the drawings and/or as per instructions of BHEL Engineers.

2.8.30 The contractor shall take all responsible care to protect the materials and work till such time the plant/equipment has been taken over by BHEL / their client. Where necessary, suitable temporary fencing and lighting shall have to be provided by the contractor as a safety measure against accident and damage of property of BHEL. Suitable caution notice shall be displayed where access to any part may be deemed to be unsafe and hazardous.

2.8.31 It will be the responsibility of the contractor to ensure safe lifting of the equipments taking due precautions to avoid any accidents and damage to other equipments and personnel.

2.9 **Void**

2.10 Insurance:

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

2.10.2 It is the sole responsibility of the contractor to Insure his workman against accident and injury while at work as required by relevant rules and to pay compensation, if any, to workmen as per workmen's compensation Act. Contractor shall insure his staff against accidents. The work will be carried out in a protected area and all the rules and 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.

2.10.3 If due to negligence and /or non-observations of safety and other precautions, any accident / injury occurs to any other person/public, the Contractor shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities. Third party insurance coverage is to be made by the contractor.

2.10.4 If due to contractor's carelessness, negligence or non-observance of safety precautions damage to BHEL's /Customer's property and personnel should occur, and if BHEL is unable to recover, in full, cost from the Insurance Company, the balance will be recovered from the Contractor.

2.11 Strikes & Lockouts :

The contractor will be fully responsible for all the disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the lockout declared is not settled within a period of one week BHEL shall have the right to get the work executed employing the own labour or through any other agencies or both and the cost so incurred by BHEL, shall be deducted from the contractor's bills as per clause 2.7. For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

2.12. Force Majeure :

2.12.1 The following shall amount to Force Majeure :

Acts of God, Acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclones, earthquake and epidemic and other similar causes over which the contractor has no control.

2.12.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by Force Majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the Contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the Contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

2.13 Performance Guarantee:

Even though the work will be carried out under supervision of BHEL Engineers. The contractor shall guarantee against defects attributable to faulty workmanship or procedure adopted in the overhaul for items covered in the contract for a period of six months from the date of re-commissioning of the set after the capital overhaul. The guarantee should cover all defects notified during this period and shall have to be attended to free of cost immediately or at the time our clients are able to give shut down of the set for the required period. when necessary. In case of failure of contractor to attend to such defects as and when required in time, BHEL shall arrange to attend the defects and the charges shall be levied to contractor's account and shall be recoverable from the security deposit / progressive payments.

2.14. **ARBITRATION & CONCILIATION:**

2.14.1 **ARBITRATION:**

2.14.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.14.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 2.14.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

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

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

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

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

2.14.2 **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 : "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com). The Procedure 2.3: "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com) together with its Formats (as available in www.bhel.com) 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 : "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com) from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 : "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com) with effect from the date as intimated by BHEL to it.

2.14.3 **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.

SECTION – III
SPECIAL CONDITIONS OR CONRACT

3.1 Quantum of Work:

3.1.1 The scope of work given in the tender specification is only approximate and is liable to variation and alternation at the discretion of BHEL Resident Engineer. No compensation on this account shall be payable to the contractor unless specifically recommended by BHEL Resident Engineer as the variation forming major additions to the original scope of work. All repair / rectification work arising out of normal wear and tear, seizure of parts etc. have to be done by the contractor and the same will be covered by the scope of work of the contract.

3.1.2 The scope of work details out the major activities only. However, as per the general maintenance requirement and site condition, certain related activities may have to be carried out without any extra cost.

3.2 Commencement and completion of work :

3.2.1 The starting time and completion time is the essence of the of the tender. As the time bound programme is firmly committed to customer, the starting time and completion time should be strictly adhered to. It will be not be possible to grant extension in completion time except in extraordinary circumstance, which will be decided entirely at the discretion of BHEL Resident Engineer. Work should normally be carried out in two shifts and sometimes also in three shifts in consultation with BHEL Resident Engineer.

A detailed programme of the various activities covered under this contract with specific time period to fall in the overall frame work of the above dates should be prepared and got approved by BHEL Resident Engineer. The progress against this programme shall be reviewed with BHEL Resident Engineer at the end of each day and critical areas identified and suitable steps taken in time.

If during the review, at any stage of overhauling, BHEL Resident Engineer feels that the delays are not likely to be made up, BHEL reserves the right to take corrective steps as considered necessary by BHEL Resident Engineer to complete work in scheduled time and debit the cost incurred thereon to the contractor. This does not however absolve the contractor of his own efforts in consultation with BHEL Resident Engineer. Every endeavour will be made to see that work proceeds uninterruptedly.

3.2.2 The tenderers should indicate the time required for starting the work once the letter of intent is issued and the time required for completion. The work may have to commence immediately after opening of the tenders. Hence, preference may be given to those tenderers who can commence the work earlier, and also ensure early completion.

3.2.3 The Contractor shall ensure completion of the job in all respects within the day from the date of commencement of work as given in contract.

3.3 Penalty for delay:

3.3.1 In the event of failure to complete the work in given time, an amount equal to ½% [half percent] of the contract value per day subject to a maximum of 10% [ten percent] of the contract value will be levied as penalty, in case the balance work is allowed to be completed by the contractor beyond the scheduled time of completion, which is at the discretion of BHEL. In case of delays on contractor's part, at any stage during the scheduled period or after, BHEL shall have the option of ensuring completion of the job by any other means at its disposal and the charges on this account shall be levied on the contractor. These shall be adjusted against contractor's bills or Security Deposit.

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

3.4 Terms of Payment:

A minimum time of 15 days will be required for processing the bills and release of payment after the bills are presented to BHEL.

3.4.1 **As per STC**

All payments are subjects to income tax deductions @1% of the bill amount at source or as per Central Government Laws. No request for advance payment will be entertained by BHEL.

3.5 Inspection and Completion:

The work being carried out by the contractor will be supervised and inspected by our Site Engineers under the overall supervision of BHEL Resident Engineer.

3.6 The work will be deemed as complete when it is finally accepted by BHEL Resident Engineer and job completion certificate is issued. No extra payment will be made for any rework carried out by the contractor to rectify any defective work.

3.6 The contractor shall not be entitled for labour idling charges under any circumstances.

3.6 Tools, Tackles, Test Equipments & Consumables:

3.6.1 All tools and tackles and consumables required for day-to-day work like gas and gas cutting sets with accessories, AC/DC welding sets, TIG welding kits, welding cables, electrodes, all necessary power connection at his own cost. However, in case of emergency, BHEL may supply certain items if available, to contractor at actual cost plus handling charges, these will be deducted from contractors' running bills, testing equipment for conducting various tests, during the progress of overhauling / re- commissioning s h a l l have to be provided by the contractor. Spare parts going into permanent installation shall only be provided by BHEL.

3.7 Accommodation for site staff and store space:

3.7.1 Contractor has to arrange for the stores and office at site; space for the same shall be made available as per the availability at site. The contractor shall be responsible to provide all necessary facilities like residential accommodation with sanitary facilities, transport, electricity, water, medical bonus etc. as required under various labour laws and statutory rules and regulations framed thereunder to the personnel employed by him.

3.8 Responsibilities of the contractor:

3.9 Supervisory staff and labour:

The contractor shall employ, specially skilled labour, supervisor and engineers thoroughly conversant with particular type of work to ensure quality work. BHEL reserves the right to decide on the suitability of the workers and other staff employed by the contractor. BHEL reserves the right to insist on removal of any employees of the contractor at any time if they find him unsuitable and the contractor should forthwith remove him.

3.9 Planning and Execution:

Contractor shall submit a job planning in form of Bar Chart or PERT Chart. A List of manpower category wise, indicating individuals responsibility job activity wise, shall have to be submitted. Daily programme of job shall be displayed on board near work site on day in advance. A daily progress report along with Manpower utilities has to be submitted and backlog of the work, if any, shall be covered up in consultation with BHEL Resident Engineer.

3.9 Safety and Accident Coverage

Contractor shall ensure safety of all his employees at site of work. All employees shall be covered by insurance (workmen compensation) against accident, failing which proper action will be taken against the contractor.

Contractor shall ensure proper safety of the equipments under overhauling by deputing personnel to guard the equipments round the clock. Open oil spaces, steam spaces shall be covered properly against ingress of foreign materials while working.

RESPONSIBLITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MAN, EQUIPMENT, MATERIAL AND ENVIRONMENT

3.8.3.1 Before commencing the work, contractor shall submit a 'SAFETY PLAN" to the authorised BHEL official. The 'Safety Plan' shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified here under. The contractor shall submit safety plan along with his offer. During negotiations before placing or work order and during execution of the contract, BHEL shall have right to review and suggest modifications in the safety Plan. Contractor shall abide by BHEL decision in this respect.

3.8.3.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or it's authorised officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.

3.8.3.3 The contractor shall provide to it's work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorised BHEL officials:

a. Safety Helmets conforming to IS-2925 : 1984
b. Safety Belts confirming to IS – 3521 : 1983
c. Safety shoes conforming to IS-1989 : 1978
d. Eye & Face Protection devices conforming to IS-8520 : 1987 and IS-8940 : 1978
e. Hand & body protection devices conforming to :
   IS – 2573 : 1975
   IS – 6994 : 1973
   IS – 8807 : 1973
   IS – 8513 : 1977

3.8.3.4 All tools tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorised BHEL official who shall have the right to ban the use of any item.

3.8.3.5 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act & Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliance including portable electrical tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

3.8.3.6 The contractor shall not use any hand – lamp energised by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source not more than 24 volts.

3.8.3.7 The contractor shall adopt all fire safety measures as laid down in the "Code for Fire Safety at Construction Sites' issued by the safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorised BHEL official. A copy of the above referred "Code for Fire Safety at Construction Sites" shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

3.8.3.8 Where it become necessary to provide and / or store petroleum products, explosives, chemicals, and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and / or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum & Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India, etc. Prior approval of the authorised BHEL official at the site shall also be taken by the contractor in all such matters.

3.8.3.9 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.

3.8.3.10 The contractor shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agency's Cost of damage if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

3.8.3.11 In case of a fatal or disabling injury, accident to any person at construction site due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

3.8.3.12 In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

3.8.3.13 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have right to recover cost of such delay from payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.

3.8.3.14 If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

3.8.3.15 The contractor shall submit report of the accidents, fires and property damage, dangerous occurrences, to the authorised BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports o n safety shall also be submitted by the contractor to the authorised BHEL official from time to time as prescribed.

3.8.3.16 Before commencing the work, the contractor shall appoint / nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

3.8.3.17 If safety record of the contractor in execution of the awarded job is to the satisfaction of safety Department of BHEL, issue of an appropriate certificate to recognise the safety performance of the contractor may be considered by BHEL after completion of the jobs.

3.9 Housekeeping and preservation:

3.9 Work floor/area shall be cleaned every day and be kept absolutely clean. A regular cleaning gang may be engaged for the purpose.

All dismantled components of the equipments under overhauling should be tag marked and stored properly according to type of components, namely all loose/small parts shall be kept in boxes bearing and matching components shall be kept on wooden planks. A list of such components shall be maintained to identify / locate be preserved properly against probable damages.

No floor shall be damaged while working and necessary steps shall be taken by the contractor for repair in case of any damage.

3.9 Tools stores and Consumables:

Tools & tackles, other than special tools and tackles supplied along with the equipments, shall be arranged and kept properly by the contractor. A register must be maintained and updated regularly.

All consumables, other than those going permanently into the equipment, shall be stored by the contractor for daily use. Regular check shall be made at end of each day's work and exhausted consumables shall be replenished immediately.

The store may be visited by BHEL Engineers without notice for verification.

3.9 The contractor shall make all necessary arrangement to receive spares from BHEL/Customer's stores, as and when required. The unused and scrap materials shall be returned to BHEL / Customer's stores on completion of the work.

A detailed account shall be submitted by the contractor to this effect at the end of the work certifying no dues remained against them duly signed by Resident Engineer BHEL/Customer.

3.9 General:

3.9.1 Standard printed conditions if enclosed with the offer by the tenderers will not be accepted and only those in main body of the offer will be considered for acceptance.

3.9.2 The tenders are likely to be rejected if the tendered is not acceptable to the ultimate customer.

3.9.3 It will be the responsibility of the contractor to carry out trial run of all the equipments overhauled and confirm the satisfactory operation of equipment. The contractor's personnel shall also be present at time of final commissioning and attend to any defects that shall occur during this time.

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Annexure – V

A) TENDERING

1. Tenders may be submitted through Registered post with acknowledgement due, in the name of the addressee only indicated, or by hand delivery or by courier service obtaining acknowledgements of receipt. Telegraphic / Telex offers received in time can be considered, if only followed by acceptable written tender documents in accordance with the telex / telegram and does not result in any advantage over other tenderers because of any possible manipulation in price or date of completion etc.

2. Each and every page of tender documents from declaration of bidders to Annexure VI enclosed should be signed by the tenderer providing his / their seal and date as taken of their full acceptance of the scope of work, terms and conditions etc., and should be returned along with the tender offers.

3. The tenders should be quoted in English language and international numbers.

4. All entries in the tender shall be typed in ink legibly written without ambiguity.

5. Qualifications of Tenderers : for open tenders only, the tenderers who have previous experience in the similar nature of work as detailed in this tender specifications are expected to quote duly detailing their relevant experience / credentials along with the offer. Offers of other than the above are not likely to be considered. (List of similar jobs done) - Enclosure – 1

6. Financial Status : A current / valid certificate from a scheduled bank to provide the financial soundness / capability of the bidder to undertake the work, is required to be submitted along with offer. - Enclosure – 2

7. Income Tax / Sales Tax certificates : A certificate of income tax / sales tax clearance from the appropriate authority, is to be submitted in the form prescribed therefor, valid for the period of contract. - Enclosure - 3

8. Organization Chart : The organization pattern and that will be deployed by the tenderer for this work duly indicating the number of supervisors, their qualifications and experience in the line, the number of skilled and unskilled persons / etc. is required to be indicated in the offer. - Enclosure – 4

9. THE FOLLOWING DOCUMENTS SHOULD ALSO BE ENCLOSED.

   a) An attested copy of the power of attorney in case the tender is signed by an individual other than the sole proprietor.
   b) In case of an individual his full name, address, nature of business and valid trade licence.

c) In case of partnership firm, the names of all partners and their addresses. (A copy of the partnership deed / instrument of partnership, duly attested by the Notary public shall be enclosed.)

d) In case of companies, date and place of incorporation / registration including date of commencement certificate (for public companies). (Certified copies of Memorandum and articles of association are also to be furnished).

B) EARNEST MONEY DEPOSIT :

For this, please refer article 1.4 (page 4 of 23) of the General and special conditions of contract – 1991 (GSCC) enclosed / supplied with the form issued for empanelment.

C) VALIDITY OF OFFER :

The rates in the tender shall be kept open for acceptance for a minimum period of six months from the due date of opening of tenders. For details, please refer article 1.6 (page 7) of GSCC enclosed.

D) SECURITY DEPOSIT:

As per clause no. 1.8 of GENERAL & SPECIAL CONDITIONS OF CONTRACT [FOR SERVICES JOB].

Return of Security Deposit:

If the contractor duly fulfils the contractual obligations as per contrcat in all respects to the entire satisfaction of BHEL, and presents an absolute “No Demand Certificate” in the prescribed form and return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all costs or expenses or other contracts entered into with the contractor, only after the satisfactory completion of guarantee period irrespective of release of last 10% payment. In no case Security Deposit can be released before settling all claims of BHEL on contractor under this contract.

No interest shall be payable by BHEL on Earnest Money / Security Deposit or any money due to the contractor from BHEL.

E) ACCEPTANCE / REJECTION OF TENDERS :

For this, please refer article 1.9 (pages 6 to 10) of GSCC enclosed. Also acceptance of customer is pre-requisite for consideration of bid, wherever applicable.

F) ADDITIONAL SPECIFIC TERMS AND CONDITIONS :

01. EXECUTION.

i) If the site in question is subjected to industrial relations unrest / disturbances / problems, then the successful bidder should take adequate precautionary measures against dislocation of the job on account short problems. Any liability on this account, lies entirely with the contractor.

ii) The contractor shall commence the work at site with full manpower, T&P etc. and complete as specified in the particulars of the tender. In case of any delay on the completion of work attributable to the contractor BHEL reserves full rights to cancel the contract fully or partly and to award the job in full or part to an alternate agency and recover the costs towards the same including BHEL's overheads from the contractor.

iii) In the event of termination of contract or restriction of quantum of job by our client, before or during the execution of contract, BHEL reserves the right to terminate the contract or restrict the quantum of work of sub-contractors accordingly without paying any compensation.

iv) Manpower: For various category of manpower and their numbers recommended, please refer to the Annexure IV of the tender enquiry.
The contractor shall engage proper skilled / qualified personnel and ensure the expected quality of work. If any of their personnel has been found to be unsuitable, by BHEL / or their client, the contractor shall withdraw them and provide suitable replacement immediately, failing which BHEL reserves full rights to get the job done by alternate suitable persons at risk and cost of the contractor. The delay on this account is attributable to the contractor.

v) TOOLS (TACKLES & PLANTS) : All tools, tackles and plants including precision measuring instruments, lifting devices shall have to be arranged by the contractor. (List of recommended T&P, for guidance, is provided in Annexure II of the tender enquiry). All lifting tackles and pulling devices to be used must bear valid / latest test certificates for their suitability, and the sales tax furnished along with the offer itself.

Also certificates of test / calibration with date of validity for various measuring / test instruments have to be submitted by the tenderer preferably along with the offer itself, or else the same is required to be produced at site before start of job failing which the LOI / W.O. is liable to be cancelled without any compensation.

Successful bidder shall provide valid calibration certificates for IMTEs, fitness certificates for T&Ps and Construction Equipment (e.g. wire ropes, hand operated chain pulley blocks, pulling and lifting machines, electric welding generators, arc welding transformers etc.). Calibration of IMTEs is to be arranged from the accredited agencies. Calibration certificates should have the traceability as per national/international standards. At work site the IMTEs, T&Ps and Construction Equipment shall be checked/tested/inspected by BHEL engineers. The procedure for fitness testing and storage preservation and maintenance of Construction Equipment and T&Ps shall be as per Doc. Nos. PSER:FEX:001:94, PSER:SAS(CAL):016:95 and PSER:FEX:002:94 available with BHEL site engineers.

vi) CONSUMABLES: All consumables required (list for guidance is given in Annexure III of the tender enquiry) for the job shall be arranged by the contractor

at his cost. However, any spares / components / consumables / materials going permanently into the clients equipment shall be provided to the contractor.

vii) Successful bidder has to arrange proper storing facilities at site with traceabilities for IMTEs, T&Ps, construction equipments and consumables used during job execution.

viii) All the T&Ps, consumables etc. must be mobilized at site at least three days prior to actual start of the job. They must be in accordance with those recommended in the Annexure – II and III respectively of the Tender Enquiry and must be got verified to that effect. Formal clearance in writing must be obtained from BHEL's resident engineer before the contractor starts the job.

T&P found defective / improper / insufficient or not having valid test / calibration certificate should be made good immediately.

If the contractor fails to mobilize at least 90% of the recommended T&P and manpower within the stipulated period, the order on the contractor is liable to be cancelled without paying any compensation on to him.

viii) Storage : The contractor shall be responsible for proper storing of all dismantled components, spares, T&P etc., identify them properly and preserve them throughout the execution of the job. Any loss or damage of the components caused due to the lapses attributable to the contractor or his personnel, shall be chargeable to the contractor.

ix) Transportation of Spares / materials / consumables :

Any material / components / spares required for the work must be collected by the vendor and carried safely to the work site from the point of issue in our clients premises, through his own resources and cost.

Similarly, excess materials / spares etc. must be returned to the client's stores /
any other place, within the client's premises, indicated by site-in-charge of BHEL.

Any debris, rubbish at the work spot must be cleared very day by the contractor using his own resources and cost, and disposed off at a placement for, as to be informed to him.

x) Space / Accommodation :

The contractor will be allowed to have his site office, stores etc. by erecting temporary partitions / chambers / sheds etc. at the work spot according to the availability of space, which will have to be vacated and dismantled at the end of the jobs to restore the space to the client. The contractor should make his own arrangements for the security / watch and ward.

No residential accommodation / spare can be provided by BHEL to the contractor for any residential accommodation of his personnel. Contractor has to make arrangements/accommodation at site at his cost.

xi) The contractor shall ensure responsible execution of the job and proper behavior of their personnel and observance of all the rules and regulations of our clients.

xii) Safety :

a) Standard safety norms/ regulations shall be conserved by the contractor during the execution of the job. The contractor should provide the necessary / stipulated safety devices to his personnel deputed to the site, such as grinding / welding goggles, masks, safety belts, helmets etc. No worker will be permitted to work without necessary safety appliances. Delay of work due to work without necessary safety appliances. Delay of work due to these lapses are attributable to the contractor.

b) All norms related to Health, Safety & Environmental (HSE) norms conforming to ISO-14001 & OHSAS-18001 shall be followed by successful bidder. Bidders may contact SAS-PSER office for getting detailed norms to be followed by bidder at Site

c) The contractor shall comprehensively insure all his site personnel against any hazard / accident and submit a copy of the insurance certificate covering all his site personnel to our resident engineer before commencement of work.

d) In case of any accident / hazard, the contractor shall arrange for medical attendance immediately shall compensate the personnel concerned in accordance with the workmen's compensations act in force and shall keep BHEL indemnified against any provisions of the act.

e) The successful bidder is to arrange a full set of First Aid kit for attending to manpower deployed by him at site as per requirement.

f) Successful bidder should follow all safety norms at work site. The Doc. No. PSER:PMX:004:94 in this regard is available with BHEL engineer at site.

02. STATUTORY COMPLIANCE :

i) The contractor shall comply with all state and central laws, statutory rules regulations etc. such as :

The payment of wages act, maximum wages act, workmen's compensation act., industrial disputes act, employees provident funds act / scheme, Employees' state insurance scheme, contract labour (Regulation & abolition) act, 1970 etc. and all other acts, rules & regulations for employment of labour as may have been and as may be enacted by the Government during the tenure of the contract and having force or jurisdiction at site. The contractor shall give to the local government body, police, labour authorities and other relevant authorities and all such intimation and notices as may be required by low and appraise BHEL site-in-charge of such compliance.

ii) The contractor shall pay all taxes, fees, licence charges, deposits, duties, fines, royalty commissions or other charges which may be leviable on account of any of his operations in executing the contract. In case, BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from the contractor either form his bills or other issue as deemed fit.

iii) The contractor shall obtain requisite licence from appropriate authority of the ministry of labour under the provision of the contract labour (Regulation and abolition) Act as soon as the work is avoided to him and indemnify BHEL against the application of any provisions of the act.

iv) The contractor shall be responsible for provision of welfare and health of his employees / workmen, more particularly described in the contract labour (Regulation & abolition) act / rules, and safety precautions etc., as may be required for satisfactory execution of the contract.

v) The contractor shall fulfil all his obligations in respect of canteens, rest rooms, accommodation including proper medical facilities etc. for the personnel employed by him, more particularly described in the contract labour (regulation & abolition) act / rules.

vi) The contractor will be directly responsible for payment of wages to his workmen more specifically described in the contract labour (regulation and abolition) act / rules. A pay roll sheet showing all the wage payments representative should be furnished to BHEL site office for record purpose. BHEL site in-charge may be intimated the date of disbursement of wages to the workmen engaged for the work; so that his representative can witness the same. The contractor shall indemnify BHEL against any statutory liability on account of dues to his workmen.

vii) The bidders should be having appropriate licence from the local Boiler Inspectorate if the job involves welding of pressure parts. Also they should be having alloy steel / carbon steel high pressure welders (for PIG and submerged are welding approved by the local Boiler Inspectorate for welding the pressure parts. The bidders should clearly indicate the same in the offer.

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03. TERMS OF PAYMENT:

i) No advance shall be payable to the contractor unless specifically spelt out in the tender enquiry.

ii) A minimum time of fifteen days will be required for the processing of bills presented and for their payment.

iii)

a) 80% of the contract value shall be payable against submission of three progressive running bills. Each of the billed amount shall correspond to the quantum of job actually completed and to that effect the claim can be preferred based on percentage allotments (to be given in the work order) made. This, however, has to be certified by the resident manager / engineer of the site.

b) 10% of contract value shall be payable after submission of statutory documents & 'no due certificate from customer's personal department'.

c) Balance 10% of contract value shall be paid after successful synchronization / commissioning and on receipt of final payment by BHEL from Customer.

BHEL at its discretion may further split up the percentage break up given in billing schedule and effect payment to suit site condition, cash flow requirement etc. according to progress of work.

iv) The bidder should be financially sound to maintain the site establishment with regard to timely payment of wages to his workmen, arrangements of other inputs viz. T&P consumables etc.

Non-receipt of progressive payment from BHEL due to any reasons should not be a constraint for the smooth execution of the job at site.

v) The bidder should make all out efforts to provide all inputs in consultation with BHEL engineers at site for completing the job in the specified time frame.

vi) No over run/escalation / idle charges are payable against any services job under any circumstances. (in exceptional cases such claims may be considered provided BHEL's customer admits of such payment).

vii) Extra work rate being admitted off by BHEL for other similar contracts have been stated on the page no.10 of this annexure.

For any additional work not envisaged in the scope of work or quantities exceeding the stated quantities, these rates shall be applicable.

viii) All claims for extra works should be settled before claiming the final (10%) bill. The contractor should prefer the final claim with the certificate that 'no other claim is due from BHEL against this contract', without which final bill cannot be processed for payment.

ix) For reduction / deletion / withdrawal in the scope of work proportionate deduction in contract value will be made.

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4. PERFORMANCE:

i) As soon as job is awarded, the contractor has to submit a barchart to the resident engineer nominated showing the detailed schedule for all activities.

This schedule will be reviewed by the resident engineer from time to time to enable the contractor to recast the barchart matching the planned completion of the job.

ii) It shall be the responsibility of the contractor's supervisor to distribute the work among his workmen deployed at site and get day to day activities executed as per BHEL's requirement.

BHEL's engineers / supervisors will check the correctness of the job done and will also give the daily programme of work to the contractors supervisor. The contractor has to ensure completion of daily programme and if there is any spill over, the same has to be completed by putting in same additional resources. (Technical guidance wherever required will be provided by BHEL).

iii) The scope of work mentioned in this tender enquiry gives the broad outline of the actual work involved and it not is possible to mention all minute details of the work. For proper evaluation, the bidders may seek clarifications from this office. Or else, they may visit site and study the job content before submitting offers and be well informed and acquainted with the actual working and other prevalent conditions of the site, facilities available etc.

No claim will be entertained later on the ground of lack of knowledge. iv)

The bidders have to furnish the bio-data and experience details of the site-in-charge, other key workmen, supervisors, senior technicians etc. to be deployed. In case of award of contract, the key members of the contractor's team may be interviewed at site by BHEL's resident engineer to ascertain their suitability. Replacement of non-acceptable personnel will have to be arranged by the contractor immediately at his own cost.

v) Penalty for the delay in job completion will be 0.5% per day of delay, limiting to maximum 10% of the contract value, to be imposed on the contractor in case the delay in work completion is attributable to the lapses on the part of the contractor.

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

vi) Performance Guarantee: Even though the work will be carried out under supervision of BHEL Engineers, the contractor shall guarantee against defects attributable to faulty workmanship or procedure

adopted in the overhaul for items covered in the contract for a period of Six months from the date of re-commissioning of the set after the overhaul. The guarantee should cover all defects notified during this period and shall have to be attended free of cost immediately or at the time our clients are able to give shutdown of the set for the required period, when necessary. In case of failure of contractor to attend to the defect as and when required in time, BHEL shall arrange to attend the defects and the charges shall be levied to the contractor's account and shall be recoverable from the security deposit / progressive payments.

5. MISCELLANEOUS :

i) The bidders shall submit a list of jobs being carried out by them or expected to be taken up by them during the period as called for in the participation of the tender.

Enclosure – 6.

ii) The contractor has to engage a cleaning gang at site to ensure continuous cleaning of the floor at work site to protect the parts and to give safe access at the work site.

iii) Obtaining licenses / permits / road permits in connection with the fulfillment of the contractual obligations is entirely the contractors responsibility. However, wherever applicable BHEL can only offer support to the extent possible.

iv) For all matters bearing on the execution of the job at site, the decisions of the resident engineer are final and binding upon the contractor.

v) The contractor has to retain suitable minimum work force at site for a period of one month from the date of completion or work / commissioning, to attend any small / miscellaneous problems, as leakage etc.

vi) The contractor has to mobilize on a short notice (within 4 days) to attend any troubles encountered in the equipment worked on, during warranty period of six months.

vii) After dismantling and during execution of the job, successful bidder has to suitably tag the components and sub-assemblies for traceability and store properly before final assembly. This is as per Doc. Nos. PSER:PMX:002:94 & PSER:PMX:001:94.

viii) Process control of Special Processes like Welding and Heat Treatment shall be carried by successful bidder as per Doc. Nos. PSER:QLY:001:99, PSER:QLY:001:94 (3 VOL) and PSER:QLY: 003:99.

ix) Proper segregation, identification, tagging and up-keep of all dismantled items at work site during job execution have to be done by successful bidder.

x) Successful bidder is to obtain necessary "No Dues" certificates before de-mobilisation from site.

xi) Any NDT within the scope shall be as per Non-Destructive Examination manual (Doc. No. PSER:QLY:002:99 available with BHEL site engineer).

xii) Unless otherwise mentioned specifically in this tender elsewhere, the storage & preservation of components, sub-assemblies, IMTEs, T&Ps, Construction Equipments etc, maintenance of stores, watch and ward of stores and BHEL site office is in the scope of the successful bidder.

xiii) The successful bidder is to arrange extra illumination at work site to augment the existing site illumination if required to enable round-the-clock safe working.

Note: Any of the documents mentioned above can be referred before submission of tender at the office of PSER:SAS(CAL).

EXTRA WORK RATES CURRENTLY BEING ADMITTED BY BHEL, PS-ER

A. The following all inclusive manhour rates will be applicable for modification, rectification work and services work.

(For all categories)

a) Average single manhour rate including overtime if any, supervision, T&P, other site expenses and incidentals including consumables as certified by site-in-charge of BHEL.
Rs 60/- per man hour (Rupees sixty per man hour only)

b) Same as above (a) but excluding supply of consumables by vendor.
Rs 40/- per man hour (Rupees forty per man hour only)

B. The following all inclusive rates will be applicable for modification work involving welding of high pressure butt joints only. Extra work involving other types of joints will be done on the above manpower basis.

Unit rate per equivalent joint of size OD 63.5 mm x 6.3 mm thick

Average unit rate per equivalent joint, including NDT and stress reliving.

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Carbon Steel	Rs.200/- (Rs. Two hundred only)
Alloy Steel	Rs.250/- (Rs. Two hundred fifty only)

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List of enclosure to be furnished by the bidder along with tender documents.

a)	Experience certificate	Enclosure 1 *
b)	Banker's certificate of financial soundness as per BHEL' format	Enclosure 2 *
c)	IT / ST clearance certificate	Enclosure 3.
d)	Organisation Chart	Enclosure 4. *
e)	List of concurrent jobs held by the contractor / bidder.	Enclosure 5.

(* Vendors registered with BHEL should submit documents in support of sl. no. c only.)

List of documents to be furnished by the contractor to the resident engineer before commencement of the jobs / during the execution.

i) Barchart (if not furnished in the offer)

ii) List of T&P being mobilized. Test / Calibration certificate with date of validity for lifting / pulling devices and measuring / test instrument (if not furnished in the offer).

iii) Category wise list of manpower being mobilized. iv)

List of consumables being mobilized.

v) Licence from the department of Labour under contract Labour (Regulation & Abolition) Act / Proof of Application for Lincence.

vi) ESI coverage, if applicable.

vii) Insurance certificate covering the site personnel.

viii) Proof of remittance of provident fund to the concerned authorities, for all workmen employed for this job.

ix) Third party insurance coverage.

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ANNEXURE - VI

QUESTIONAIRE TO BE FILLED IN BY THE BIDDER, SIGNED WITH DATE AND SEAL, AND TO BE RETURNED ALONG WITH TECHNICAL TENDER.

BIDDER'S NON-ACCEPTANCE OF TENDER REQUIREMENTS CAN DISQUALIFY HIS BID FOR OPENING OF "PRICE BID"

TENDER NO: PSER:SCT: DATE: ……/……/20…..

01	NAME OF THE ORGANISATION. ADDRESS, TELEPHONE / FAX NO.	: …… …… …… ……
02	MODE AND PARTICULARS OF EMD ENCLOSED	
03	BANKER'S CERTIFICATE FOR FINANCIAL SOUNDNESS / CAPABILITY TO UNDERTAKE WORK.	: Enclosed / Not enclosed.
04.	IS THE FIRM HAVING VALID TESTED / CALIBRATED TOOLS AND MEASURING INSTRUMENT REQUIRED FOR THIS TYPE OF JOB AND EQUIPMENT.	: YES / NO.
05.	ORGANISATION CHART / MANPOWER	: Enclosed / Not enclosed.
06.	STATUTORY REQUIREMENTS AS PER RELEVANT ACTS WITH LATEST AMENDMENT (Pl. tick out)	:
	i) LICENCE FOR EMPLOYING CONTRACT LABOUR	: Will be complied with
	ii) MINIMUM WAGES ACT	: - do –
	iii) INSURANCE OF SITE PERSONNEL EMPLOYED.	: - do –
	iv) WORKMEN'S COMPENSATION ACT	: - do -
	v) THIRD PARTY INSURANCE	: Will be complied with
	vi) EMPLOYEE'S LIABILITY ACT	
	vii) INDUSTRIAL DISPUTES ACT	: - do –
	viii) EMPLOYEE'S PROVIDENT FUNDS ACT	: - do –

SPECIFIC TERMS AND CONDITIONS FOR SERVICES JOBS

PSER KOLKATA

ix)	CONTRACT LABOUR (REGULATION AND ABOLITION) ACT / RULES	:	- do -
x)	SAFETY APPLIANCES / DEVICES FOR WORKMEN	:	- do –
xi)	BOILER INSPECTORATE	:	- do –
xii)	ARBITRATION ACT	:	- do -

07. **AGREEABILITY TO "NO OVERRUN CHARGES" CLAUSE** : Agreeable

08. **AGREEABILITY TO "NO IDLE TIME CHARGES" CLAUSE** : Agreeable

09. AGREEABILITY TO EXECUTE FULL SCOPE OF WORK OF TENDER ENQUIRY (INCLUDING RELATED MINOR ACTIVITIES). : Agreeable

Signature of the bidder :

Date :

Name of the person signing :

Designation :

SEAL