

TENDER NO – PSER:SCT:SDG-Q2089:20		
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This volume shall be construed as part of tender document and shall be read along-with others volumes of tender. Unless otherwise specified, in case of any confusion of any clause/ provision of this volume or any conflict/ inconsistency of any clause/ provision of this volume with that of other volume, the same shall be brought out by the bidder in writing to BHEL for clarification or during pre-bid discussions, if applicable, failing which most stringent interpretation in favor of BHEL shall be adopted and the same shall be binding to the bidder. Unless otherwise specified, all terms & conditions shall be applicable for entire scope and for each part/ package of the tender.

CLAUSE NO	DESCRIPTION
1.0	PROJECT SYNOPSIS AND GENERAL INFORMATION
	<u>INTRODUCTION</u> Project name: Sagardighi Thermal Power Extension Project, unit # 5, 1x660 MW. No of unit x capacity: 1 x 660 MW (Super-critical). Project setting up by: West Bengal Power Development Corporation Limited. Design ambient dry bulb temp: 50° C (Max), 5° C (Min). Max relative humidity: 84%. Average rainfall: 1389 mm. <u>APPROACH TO SITE</u> The site is located at Manigram, about 13 km north of Sagardighi town by the side of the SMGR (Sagardighi-Manigram-Gankar-Raghunathgunj) road at a distance 20 km. from National Highway 34 in Murshidabad district in W.B and around 240 km from Kolkata. Nearest railway station is Manigram adjacent to the site on Bandel-Barhawara branch line and 6.5 km from Sagardighi Railway Station on Sainthia-Azimgunj line of Eastern Railway. From Sagardighi railway station a railway line will branch off to the site for material unloading and coal marshalling. Nearest Airport: NSC Bose Air Port, Kolkata. Nearest Seaport: Haldia / Kolkata.
2.0	NAME OF WORK
	Providing services with manpower for Development of Safety Culture and effective implementation of Health, Safety and Environment Management system in construction as per specification and terms & conditions of tender for 1 X 660 MW SAGARDIGHI TPP, WEST BENGAL
3.0	OBJECTIVE
3.1	To take preventive measures so as to avoid any unwarranted incident at site.
3.2	BHEL site job involve working at height, Hot work, Radiography, Confined Space, Deep Excavation, Heavy Lifting, Chemical handling, Handling of Electrical and Electronic circuits including high voltage and also in hazardous condition like uneven mud road, water accumulation, strong wind etc. To ensure safe working, systematic approach to identify the risks, analyze the risk and find out the mechanism to mitigate the same, needs to be developed in line with the best practices prevailing in the industry.
3.3	Further for sustenance of these activities, safety culture needs to be built up by training of personnel and hand holding for a longer period.
4.0	BROAD SCOPE OF WORK
4.1	Major areas under purview of the work of the agency at site are Boiler, Turbine, Electrical Systems, AHP, CHP, Misc. BOP areas, FGD. However, based on site requirement / criticality and as per instruction of BHEL site engineer / HSE Dept. the agency may have to deploy their manpower in other areas also. The agency has to assess the gaps in execution pertaining to safety and advice BHEL

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	site management on relevant improvement measures to be adopted and provide guidance on implementation.
4.2	Develop framework for safety improvement program
4.3	Deployment of safety specialists at site to drive safety initiatives which include developing & monitoring the implementation of comprehensive construction safety management at site
4.4	Agency will use & train the BHEL safety manpower at site to start & manage all safety initiatives at site via use of technology
4.5	Agency will enable BHEL to strengthen the safety management systems at site and improve the safety culture at site
4.6	Train BHEL personnel and those working with erection agencies through classroom and on-site training, for building capability for adopting proactive measures to prevent incidents.
4.7	Conducting regular audits in respective fields at site for identifying weak areas and suggesting corrective measures.
4.8	Administer/manage Construction Safety at the site
4.9	Evaluate the gaps in experience and capability of man-power deployed and provide support to ensure capabilities required for critical work by conducting Capacity building programs for safety supervisors of BHEL/Sub-contractor.
4.10	ROLES & RESPONSIBILITIES
4.10.1	Organizing motivational & safety promotional activities like street plays, campaigns & safety communications shall be done by the agency. You shall plan and execute motivational and safety promotional activities.
4.10.2	Organizing HSE promotion activities like Tool Box talk, pep talks, Monthly HSE celebration, Periodic HSE review, putting up educative posters and banners, organizing house-keeping drive, walk-through by top officials, periodic health camps etc. Agency shall submit plans for tool Box Talks, Pep Talks, HSE Celebrations, HSE Review, House Keeping, safety walk-throughs, health camps and layouts for installation of posters/ banners etc.
4.10.3	Promotion of Safety culture at site by means of survey, trainings/ workshops for management personnel as well as supervisory personnel of BHEL and its associates.
4.10.4	In contractor incubation Centre (CIC), selection, competency building-first time & periodical, safety performance evaluation and intervention (through safety park, safety campaigns & safety passports) shall be done by the agency. Skill based training program should be done through CIC.
4.10.5	<u>Job Specific Training:</u> Agency shall regularly organize job specific training programs for workers involved in hazardous activities like height, Hot work, Radiography, Confined Space, Deep Excavation, Heavy Lifting, Chemical handling, Handling of Electrical and Electronic circuits including high voltage and also in hazardous condition like uneven mud road, water accumulation, strong wind etc. Training calendar shall be submitted to BHEL Site well in advance.
4.10.6	Imparting HSE related skill training (in Hindi or any language followed by majority of workers) with certification (like certification for Scaffolders, Scaffolding supervisor, Scaffolding inspectors, Riggers, Operators etc.) and organizing mock drills on rescue, fire, first-aid, trauma and emergency response. A competency certificate to be issued to each participant by the agency. Agency shall submit skilled certificate training calendar to BHEL.

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4.10.7	Compliance with all HSE, occupational health, safety & environment rules and codes of the BHEL/ owner, relevant provisions of applicable laws pertaining to the HSE of workmen, employees, plant and equipment as may be prescribed from time to time. In case of any non-conformity between statutory requirement and HSE Rules of the BHEL/owner referred above, the later shall be applicable unless the statutory provisions are more stringent.
4.10.8	Compliance with HSE (Health, Safety & Environment) requirements/ procedure/ practices of BHEL at site, as per Site HSE Plan/ HSE Management system. Agency will also ensure that applicable Operational Control Procedures (OCPs) in respective areas are being followed by BHEL/ Sub-contractor.
4.10.9	Support for maintenance, generation and retention of all documents and records pertaining to HSE as per BHEL HSE Management System.
4.10.10	Assist BHEL in coordinating with Local authority/ statutory authority/ local facilities like hospitals, fire stations, disaster management agencies etc. as and when required.
4.10.11	Carrying out all routine works as specified in the Factories Act 1948/BOCW Act 1996 and its rules and as per other statutes applicable for construction sites.
4.10.12	Investigation of accidents including near miss, as per requirement of site management
4.10.13	Incident management and documentation for reporting and record including encouraging reporting of near misses besides other incidents, recording and analyzing them, planning & implementing corrective actions.
4.10.14	Administering First-aid or CPR to victim by agency's manpower expeditiously and take further course of action including taking victim to Medical Centre. In case of fire and other emergency, they will operate the fire extinguishers, if called for and help take appropriate corrective and preventive measures like fighting fire or evacuation of people or materials etc.
4.10.15	Inspection of all PPEs, safety equipment, T&Ps etc. and maintaining record (related to their respective job). Agency shall submit the inspection plan and procedure to BHEL. Agency shall also coordinate with third Party competent persons for T&P certification as applicable.
4.10.16	Systematically conducting HSE inspection on daily basis, Recording and analysis of observations, categorization, reporting and finally following up closure of observations offline & online including observation raised by Customer. In addition, co-ordination of Internal/ External audit. Preparation of weekly exception report and submitting to BHEL
4.10.17	Close monitoring/ inspection of all works carried out at height including lifting/ placement/ erection of heavy structure/ equipment/ material at height and implementing control measures for safe execution of the same.
4.10.18	Drawing up monthly HSE activity plan in line with HSE plan and strictly following the same. The agency shall prepare supplementary documents of the HSE plan (including auxiliary documents), if necessary and suggest relevant changes of the plan for improvement. But this shall require approval of BHEL.
4.10.19	Generation of periodic report in prescribed format and sharing the same with competent authorities
4.10.20	To Ensure risk assessment/ hazard spotting exercises are carried out on regular basis Preparation/ monitoring/ approval of Permit-to-work, HIRA & Method statement, JSA, lifting plan and development of auxiliary documents/ formats related to HSE plan (related to their respective job). The agency personnel shall sign the documents on behalf of BHEL. Issue, renewal, closing and extension of permit on behalf of BHEL Safety for concerned site activities. Random checking of all other PTW on sample basis will be done by the agency. Rigging expert, to be engaged by the agency, will have to guide the execution team in preparation of lift plan.

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4.10.21	Coordinating along with BHEL closely with those responsible for Emergency Procedures within the organization to ensure, so far as possible, the prevention of fire and the safe evacuation of employees in emergency situations
4.10.22	Guidance to agencies for labour welfare measures at site and at labour colony along with conductance of audits of these measures/ areas, monitoring closure of these issues.
4.10.23	Guidance to agencies in designing and implementation of appropriate scaffolding conforming to codes, imparting training and guidance to scaffolders, scaffolding supervisors and certification of scaffolding Supervisors and inspectors. Critical scaffoldings to be certified by the agency's scaffolding inspector by signing the scaffolding tag. Random checking of all other scaffoldings on sample basis will be done by the agency. Temporary platforms, walkways & fixtures used at site shall also be part of scaffolding, for which regular inspection shall be carried out and corrective measures suggested
4.10.24	Guidance to agencies in designing and implementation of Lift Plan, imparting training, certification and guidance to riggers, rigging foreman, crane operators and signalman. Inspection before Critical and ODC Lift. The approval of lifting plan, riggers, signalman, operators of T&Ps to be accorded by the agency's person. Collection and monitoring of T&P certification data centrally and issue of alert for renewal of certification
4.10.25	Inspection of Excavation and guiding and implementing control measures for safe excavation
4.10.26	Inspection of electrical installation and booths and coordination & implementation of statutory requirements as per acts and rules. Site specific LOTO system (both electrical and non-electrical) shall be developed by agency and managed during various stages of commissioning activities.
4.10.27	Daily Safety Clearance shall be given by the agency along with implementation of necessary PTW system. (related to respective jobs)
4.10.28	All documents/ data including all presentations created/ used for this project shall be handed over to BHEL for future reference in soft form.
4.10.29	You shall provide necessary support services to BHEL site management in preparation for ISO audits/ HSE activities. Inspection documents/ results shall be retained/ stored by you in such a manner that the same can be produced during ISO/ HSE audits at site.
4.10.30	All roles and responsibilities defined in this clause (1.3.3) shall be discharged by the deployed manpower as per clause no. 15.
4.10.31	Agency has to follow applicable govt. directives and/or BHEL HSE related Operation Control Procedures to prevent spread of Covid-19 virus at project sites as well as labour colonies,
5.0	SITE VISIT The bidder must visit site, to acquaint themselves with the conditions prevailing at site and in & around the plant premises, together with all statutory, obligatory, mandatory requirements of various authorities before submission of bid.
6.0	DEVIATIONS/ CLARIFICATIONS Normally no deviation with respect to tender is acceptable to BHEL. However, in case of unavoidable circumstances, the bidder may submit their query for seeking clarifications of BHEL as per modality stipulated in NIT or may submit the same along with offer as per prescribed schedule/ format without any ambiguity. Any assumptions, presumptions, deviations etc., indicated or implied anywhere by the bidder except those indicated in the deviation schedule/ format, will not be recognized and will not form a part of consideration/ offer. In the absence of such filled-up schedule/ format it will be understood and agreed that the bidder's offer is based on

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	strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any/ all deviations submitted after opening of the bid.		
7.0	SITE FACILITIES		
7.1	ACCOMODATION		
	Furnished Bachelor accommodation (single room basis) along with Mess facilities shall be provided by BHEL free of cost. However, food shall be on chargeable basis.		
7.2	LOCAL CONVEYANCE		
	Local conveyance (vehicle), as required, for to and fro movement between site and living accommodation, shall be given by BHEL free of cost.		
7.3	SITE OFFICE		
7.3.1	Site Office along with other infrastructure such as training room, stationary, printers etc. shall be provided by BHEL within the quoted rates.		
7.3.2	The contractor shall provide unlimited mobile facility, camera and sufficient nos. of Laptop/ Desktop for the use of their safety personnel at their own cost.		
7.4	MISCELLANEOUS		
7.4.1	The contractor has to arrange for medical facilities for their personnel posted at site at their cost.		
7.4.2	Contractor shall also nominate one of their senior Engineer/ Engineer as site-in-charge for all contractual dealings/payment purpose etc. for the site and power of attorney shall be issued in his name.		
8.1	COMPLETION PERIOD		
8.1.1	The contract period for the scope of work as per tender terms and conditions shall be for a period of 24 (Twenty Four) months from the date of start of work as intimated by BHEL site.		
8.1.2	This contract may be extended further for a period of 12 (Twelve) months at the same rate, terms and conditions in phases of 03 (three) months each.		
8.2	DEPLOYMENT PERIOD		
8.2.1	The tentative category wise requirement and deployment period of HSE personnel at the project site shall be as mentioned below:		
	DESCRIPTION	QTY	DURATION
8.2.1.1	Scaffolding Specialist	1 No.	24 Months
8.2.1.2	Rigging Specialist	1 No.	24 Months
8.2.1.3	Excavation Safety Specialist	1 No.	6 Months
8.2.1.4	Electrical Safety Specialist	1 No.	6 Months
8.2.1.5	Safety Trainer	1 No.	24 Months
8.3.2	Zero date of deployment: It shall be likely within one month from award of contract. However, intimation for deployment/mobilization shall be provided by BHEL after award of the contract. Contractor shall mobilize the manpower and start the work at site within 15 (Fifteen) days from the date of getting written intimation from BHEL site.		
8.3.3	Deployment of additional manpower will be done within 20 days of getting intimation from BHEL.		
8.3.4	For the payment of staff deputed by contractor for this work, the months shall be computed from 25th of previous month to the 24th of the preceding month. General working hours will be as per prevailing work practice at site which is around 10 to 12 hrs. daily on working days of the week except Sunday and Holidays. However, in special cases work may continue round the clock, or may continue on Sundays/holidays for which availability of HSE officer is essential. No extra payment will be made for working beyond normal working hours. No compensatory off/leave will be granted in case of working on Sundays/holidays/extended hours.		

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8.3.5	Casual leave will be admissible for personnel posted at any site on full time basis subject to maximum 10 days in a year or on pro rata basis. In addition, Sundays and other holidays observed by BHEL site will also be admissible. BHEL shall not pay during the period of earned leave/sick leave to be availed by contractor's personnel. However, if earned leave/sick leave exceeds 7 days in any one stretch, the contractor will have to make suitable alternative arrangements. For any leave other than casual leave as mentioned above, pro-rata deduction shall be made on monthly bill by BHEL site. If any person is leaving site on resignation, replacement shall be made within 15 days otherwise a per-day penalty @1/30 of monthly rate, starting from 1st day of absence, will be imposed.
8.3.6	BHEL reserves the right to discontinue the deployment of any safety specialist within 15 days' notice, in case the performance of the concerned officer is found unsatisfactory. No further payment shall be made against deployment of unacceptable Safety Officer. Replacement of such persons will have to be arranged by contractor within 15 days. BHEL reserves the right to scrap any specialist position all total.
8.3.7	Each of these HSE personnel shall be deployed in specific area of erection and shall co-ordinate with all sub-agencies for facilitating implementation of HSE system. The HSE team of the agency shall report to BHEL site HSE Head or Site Construction Manager, as the case may be.
8.3.8	The agency shall deploy a team of Qualified HSE professionals as advised by BHEL from time to time in synchronization with the project progress. Deployment shall be in phases and all categories may not be required initially. It would commensurate with work progress at site.
8.3.9	The above mentioned duration is tentative and actual man-month deployed may vary to any extent. The quoted Unit rate shall remain firm throughout contract duration, including extensions if any, for such variation, affecting up to +/- 30% variation in total contract value.
9.0	QUALIFICATION OF CONTRACTOR'S PERSONNEL
9.1	The category wise qualification of HSE personnel shall be as mentioned below:
9.1.1	Scaffolding Specialist: i. Must have a recognized certification from CITB or STI or TUV or equivalent for min Level 2 ii. Must have worked for 5 years or more as on the date of deployment as Scaffolding expert (preferably in the field of construction). Experience will be counted only for the duration during which scaffolding certification of the candidate was valid. iii. The candidate shall have professional expertise for coaching and certification for Scaffolding inspector/supervisors and scaffolders. He shall have competency in designing Scaffold schemes as per site requirement iv. Preferably be fluent in English, Hindi & local language. v. The candidate shall not be older than 55 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site.
9.1.2	Rigging Specialist:

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	i. Must have a recognized certification from LEEA or LOLER or OPITO or equivalent for inspector level. ii. Must have worked for 5 years or more as on the date of deployment as rigging expert (preferably in the field of construction). Experience will be counted only for the duration during which rigging certification of the candidate was valid. iii. The candidate shall have professional expertise for coaching and certification for Rigger, Signaller, and supervisors. He shall have competency in preparing lift plan for critical and ODC Lifting. iv. Preferably be fluent in English, Hindi & local language. The candidate shall not be older than 55 years. He shall have sound health to
	withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site.
9.1.3	Excavation Safety Specialist i. Must be at least a Graduate in Civil engineering from an AICTE recognized institution ii. Must have completed successfully a FULL TIME one-year Post/ Advanced Diploma / Degree in Industrial Safety with construction safety as one paper from any institute recognized by SCTE & VT/ AICTE or NEBOSH IGC iii. Must have worked for 07 years (post-engineering experience) or more as on the date of deployment in the field of construction, out of which at least 5 years (post-safety qualification experience) should be in HSE function. He shall have competency in excavation Safety iv. Preferably be fluent in English, Hindi & Bengali. v. Must have working proficiency in Computer operation including MS Office, Power Point, etc. vi. The candidate shall not be older than 55 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site.
9.1.4	Electrical Safety Specialist i. Must be at least a Degree/ Diploma holder in Electrical engineering from an AICTE recognized institution. ii. Preferably have completed successfully a FULL TIME one-year Post/ Advanced Diploma / Degree in Industrial Safety with construction safety as one paper from any institute recognized by SCTE & VT/ AICTE or NEBOSH IGC iii. Must have worked for 07 years (Degree holders) or more/ 10 years (Diploma holders) or more as on the date of deployment in the field of operation and maintenance of electrical installations, He shall have competency in Electrical Safety with sufficient knowledge in Acts and Rules. iv. Preferably be fluent in English, Hindi & Bengali. v. Must have working proficiency in Computer operation including MS Office, Power Point, etc. vi. The candidate shall not be older than 55 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site.
9.1.5	Safety Trainer i. Must be at least a graduate in engineering (in any branch) from an AICTE recognized institution ii. Must have completed successfully a FULL TIME one-year Post/ Advanced Diploma / Degree in Industrial Safety with construction safety as one paper from any institute

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	recognized by SCTE & VT/ AICTE or NEBOSH IGC iii. Must have worked for 10 years or more (post-engineering experience) as on the date of deployment in the field of construction, out of which at least 7 years should be in HSE function and training (post-safety qualification experience). iv. Must be a certified Internal/lead Auditor for ISO 14001 and OHSAS 18001/ ISO 45001 v. Preferably be fluent in English, Hindi & Bengali vi. Must have working proficiency in Computer operation including MS Office, Power Point, etc. vii. Must have professional expertise and competency in conducting HSE training programs for officials and workers viii. The candidate shall be not older than 55 years. The candidate shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a qualified doctor (min MBBS) must be attached along with CV and the original be produced at the site.
9.2	The CV with a covering letter from the agency (certifying that the candidate has been interviewed and all supporting docs verified) in line with above requirements along with copy of proof of identity and address, academic and professional qualifications and experience shall be submitted to BHEL Sagardighi Site/PSER-HQ HSE Deptt. or customer (if required) for approval before deployment. If required, interview (Physical/telephonic) may be conducted before acceptance/ approval of the personnel. Also, if required by BHEL, verification of certificates of selected candidates from concerned institutions/board will be carried out by the agency at the cost of the agency, before their deployment at site. No claim for reimbursement in this regard will be entertained. Post deployment approval shall not be permitted nor any deviation accepted. The candidate shall be required to produce all original certificates at the Sagardighi site/ PSER-HQ HSE Deptt. for verification. Any mismatch will render the approval rejected.
10.0	CONTRACT PRICE
	The bidder shall quote their rates, in INR, strictly in accordance with prescribed price schedule of Volume-III (latest version). The total price quoted in Price Schedule, Volume-III, shall be considered for evaluation & awarding.
11.0	TERMS OF PAYMENT
11.1	Successful bidder shall submit RA bill at the end of each month as per billing break-up of the tender and in line with currency matrix. Bill shall be accompanied with list of services rendered during the month and attendance sheet (certified by BHEL Engr.).
11.2	Progressive payment shall be made by BHEL against successful bidder's RA bill, complete & correct in all respects accompanied by BHEL engineer's certified/ measurement sheet, jointly signed; requisite statutory certificates, certified by BHEL; within 45 days of submission of the bill.
11.3	However, no extra payment / interest charges shall be made in the event of deferment in payment.
11.4	For all items of work as per vol.-III, rate/price schedule, the monthly interim payment shall be limited to 95% of the gross value of interim bill (RA bills) on item rate basis. All admissible recovery / adjustments etc. shall be made from the interim payable amount. The balance 5% shall be payable along-with final bill which shall be released on completion of all the works, smooth closing / winding up of the site and on certification of the BHEL site in-charge. Contractor's invoices shall be accompanied by progress report for the month (with details of man-days etc.), duly signed by BHEL Engineer. Payments will be made as per rates accepted.
11.5	All admissible recovery/ adjustment, etc. shall be made from interim payable amount.
11.6	The contractor shall raise monthly RA bills either from their office on BHEL-site office.

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	However, the bill shall be submitted at site for verification and further processing for onward payment.
11.8	BHEL site in-charge shall be the paying authority cum controlling officer for contractual dealing of the site.
12.0	BILLING BREAK-UP
12.1	Progressive payment, as per terms of payment provision of the tender, shall be made as per billing schedule break-up, operated on contract rate/ price. The percentages of billing schedule are only for the purpose of progressive payments and should not be construed as price of individual items and successful bidder shall complete the work without any reference to the break up.
12.4	BHEL, at their discretion, may further split up above percentages and effect payment to suit the site condition, cash flow requirement and according to the progress of work.
12.5	The billing break-up is drawn for progressive payment and shall not be construed as the value/ price of corresponding item, unless otherwise decided by BHEL.
13.0	SUB-CONTRACTING
	Sub-letting of jobs within the agreed scope of work, in any way is not permitted.
14.0	HEALTH, SAFETY & ENVIRONMENT
14.1	Vendor has to follow HSE norms at project site during execution of entire contract period and the applicable HSE norms are noted in Tender Document for HSE norms having Document Title: Health, Safety and Environment Plan for Site Operation by Subcontractors for Sagardighi site
15.0	CLEANLINESS
	The successful bidder shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of contract. The successful bidder shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by BHEL/ customer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.
16.0	RESPONSIBILITIES WITH REGARD TO EMPLOYMENT OF LABOUR, ETC.
16.1	Successful bidder shall also comply with the requirements of local authorities with regard to employment of labours/workers at project site. They shall comply with any other statutory requirement/ local authority requirement such as police verification of antecedents of the workmen, staff, etc. with regard to employment of labours/ workers at project site. In case of workmen / supervisors deployed to project from INDIA / any other country, necessary statutory guidelines issued by Indian Govt./ concerned Govt. authorities shall be strictly complied with in addition to local laws.
16.2	BHEL/ customer may insist for witnessing the regular payment to the labour. They may also like to verify the relevant records for compliance with statutory requirements. Successful bidder shall enable such facilities to BHEL / Customer.
16.3	It is the responsibility of the successful bidder to arrange gate pass for all his employees, T & P etc. for entering the project premises. Necessary coordination with customer officials is the responsibility of the successful bidder. Successful bidder to follow all the procedures laid down by the customer for making gate passes. where permitted, by customer/ BHEL, to work beyond normal working hours, the successful bidder shall arrange necessary work permits for working beyond normal working hours.
16.4	If at any time during the execution of work, it is noticed that the work is suffering on

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	account of non-availability/shortfall in provision of resources from the successful bidder's side BHEL will make suitable alternate arrangements at the risk and cost of successful bidder. The expenditure incurred with overheads thereby shall be recovered from the successful bidder.
16.5	The successful bidder shall deploy all the skilled/semiskilled/ unskilled labour including highly skilled workmen etc. These workmen should have previous experience on similar job. They shall hold valid certificates wherever necessary. BHEL reserves the right to insist on removal of any employee of the successful bidder at any time if he is found to be unsuitable and the successful bidder shall forthwith remove him. Successful bidder should furnish a tentative deployment plan of his manpower as required in GCC. Also the actual deployment will be so as to satisfy the project schedule of erection and commissioning.
16.6	It is the responsibility of the successful bidder to engage his workmen in shifts and or on overtime basis for achieving the targets set by BHEL. This target may be set to suit BHEL's commitments to its customer or to advance date of completion of events or due to other reasons. The decision of BHEL in regard to set the erection and commissioning targets will be final and binding on the successful bidder.
16.7	Successful bidder shall deploy only qualified and experienced engineers/ supervisors. They shall have professional approach in executing the work.
16.8	The successful bidder's supervisory staff shall execute the work in the most professional manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. They shall be responsible to ensure that the assembly and workmanship conform to dimensions and tolerances given in the drawings/instructions given by BHEL engineer from time to time.
16.9	The supervisory staff employed by the successful bidder shall ensure proper outturn of work and discipline on the part of the labour put on the job by the successful bidder. Also in general they should see that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other successful bidders of BHEL or BHEL's client.
16.10	If at any time, it is found that the successful bidder is not in a position to deploy the required engineers/supervisors/workmen due to any reason, BHEL shall have the option to make alternate arrangements at the successful bidder's risk and cost.
17.0	INSURANCE
17.1	Insurance of manpower deployed by the agency, shall be insured by the agency itself.
17.2	BHEL shall arrange comprehensive MCE (marine cum erection) Insurance Policy for total project supply & services including balance of plant package covering transit risks & loss, destruction or damage during handling at Site, Storage, civil works ,erection, testing and commissioning up to trial operation completion of unit including theft, sabotage, fire, lightning and other natural calamities.
17.3	Contractor shall report to BHEL in writing any damages to equipment/components on receipt, storing, and during withdrawal of the materials from stores, in transit to site and unloading at place of work and during erection and commissioning till trial operation completion including handing over. The above report shall be as prescribed by BHEL site management. Any consequential loss arising out of non-compliance of this stipulation will be borne by contractor.
17.4	The contractor will take necessary precautions/ due care to protect the material at Project site, while in his custody from any damage/ loss till the same is handed over to BHEL/ customer at Project site. For lodging/ processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor as detailed below in case the damage/loss is due to negligence/ carelessness on the part of the contractor. In case of theft of material

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	under contractor's custody, the same shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the materials in his custody.
17.5	In case the damage/loss/theft of materials are attributable to negligence/failure in discharging the duties and obligations of the contractor, the expenses incurred for repair/replacement of such components in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from the contractor.
17.6	Other conditions of Insurance shall be as per relevant clause of GCC/SCC.
18.0	CERTIFICATE TOWARDS COMPLETION The work under the scope of the successful bidder shall be deemed to have been completed in all respects only when so certified by BHEL/ owner. The decision of BHEL in this regard shall be final and binding on the successful bidder.
19.0	EXTENSION OF TIME FOR COMPLETION
19.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, the successful bidder shall request for an extension of the contract and BHEL at its discretion may extend the contract.
19.2	Based on the reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the successful bidder shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the successful bidder is bound to complete the portion of backlog attributable to the successful bidder. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
19.2	However, if any 'Time extension' is granted to successful bidder to facilitate continuation of work & completion of contract, due to backlog attributable to successful bidder alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to successful bidder, in addition to any other actions BHEL may take at the risk and cost of successful bidder.
19.3	A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources to be deployed by the successful bidder as per specified format. Review of the programme and record of shortfall shall be done.
19.4	During the period of 'Time extension', successful bidder shall maintain their resources as per mutually agreed program
19.5	At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Successful bidder, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions attributable to successful bidder and recoverable from the dues payable to the successful bidder.
20.0	INTEREST BEARING RECOVERABLE ADVANCE/ MOBILISATION ADVANCE Not applicable for this tender.
21.0	OVER RUN CHARGES Not applicable for this tender.
22.0	REVISION ON ACCEPTED CONTRACT RATE Not applicable in this tender.

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23.0	PRICE VARIATION CLAUSE/ ESCALATION
	Not applicable in this tender.
24.0	SECURITY DEPOSIT, PERFORMANCE BOND & FINAL BILL
24.1	Security deposit shall be applicable as per relevant clause of GCC (Volume-IB).
24.2	Performance bond is not applicable for the tender.
25.0	TAXES, DUTIES, ETC
25.2.1	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.
25.2.2	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.
25.2.3	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.
25.2.4	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.
25.2.5	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.
25.2.6	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.
25.2.7	TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills.
25.2.8	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 NAME - Bharat Heavy Electricals Limited ADDRESS – Plot No. 9/1, DJ-Block, Sector-II, Salt Lake City, Kolkata, West Bengal 700091.
25.2.9	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

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	delay is attributable to the bidder.
25.2.10	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.
25.2.11	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.
25.2.12	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.
25.2.13	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.
25.2.14	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.
26.0	LIMITATION OF LIABILITY
	Notwithstanding anything to the contrary in this Agreement or the Purchase Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the Supplier, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Agreement or the Purchase Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever.
27.0	LIQUIDATED DAMAGE
	Since time is the main essence of the contract, the deployment of manpower is to be made within the time limit specified in the Tender. In case you deploy the manpower beyond the period specified in the contract, BHEL will have no obligation to accept the same .BHEL reserves the right to levy liquidated damages at the rate of 0.5% (half percent) against site specific awarded work order price (net off GST component) for each week of delay or part thereof without prejudice to any other relief or compensation under any other conditions of the order subject to a maximum limit of 5% of awarded total contract (net off GST component) . In case of delay in deployment of manpower at site, for reasons not attributable to BHEL, the “Liquidated Damages” clause shall be strictly enforced, unless extension of deployment of date is granted by the BHEL-PS Regional HQ HSE dept/ BHEL Site Construction Manager.
28.0	GUARANTEE
28.1	Not applicable.
29.0	DELETED
29.1	Deleted
30.0	Compliance
30.1	Successful bidder shall ensure that its employees, servants, consultants and agents

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	abide by all Applicable Law, relating to the performance of the Work and by all rules and regulations of those Governmental Authorities and persons who have control or jurisdiction over the Site (including the timely payment of any and all fees, assessments, or other governmental charges and registrations with relevant agencies or other Governmental Authorities required in connection therewith) and with the terms and conditions of any Authorizations.
30.2	Successful bidder represents that it is fully aware of all of the Applicable Laws, terms and conditions of the Authorizations, consents, business practices and plant rules and regulations which must be complied with when performing the Work.
30.3	Successful bidder shall furnish to the BHEL / Employer, promptly upon request, such information concerning its employees, consultants, servants and agents as BHEL / Employer may be required to furnish to any applicable Governmental Authorities.
31.0	OTHER TERMS
31.1	The contractor shall provide signed ' <i>Certificate of Declaration for Confirming the Knowledge of Site Conditions, Laws and Regulations</i> ' as per attached format on its letter head along with the offer.
31.2	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC and other volumes of this tender, as applicable.