



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/4779962

Dated/दिनांक : 23-03-2024

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-04-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-04-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10210015-pser
Item Category/मद केटेगरी	Custom Bid for Services - PROVIDING SAFETY MANAGEMENT SERVICES ALONG WITH MANPOWER FOR STRENGTHENING OF SAFETY CULTURE AND EFFECTIVE IMPLEMENTATION OF HEALTH SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT 3X660 MW NORTH KARANPURA STPP SITE JHARKHAND
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Payment Timelines	Payments shall be made to the Seller within <b>45</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

**Bid Details/बिड विवरण**

<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
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**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	200000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

BHEL-PSER  
10210015-PSER, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises  
(Bhel-pser)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### **Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Service Level Agreement (SLA):**[1710933125.pdf](#)

**GEM Availability Report ( GAR):**[1710933397.pdf](#)

**Payment Terms:**[1711017108.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1711017219.pdf](#)

**Scope of Work:**[1711026956.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -2:**[1711104796.pdf](#)

#### **Custom Bid For Services - PROVIDING SAFETY MANAGEMENT SERVICES ALONG WITH MANPOWER FOR STRENGTHENING OF SAFETY CULTURE AND EFFECTIVE IMPLEMENTATION OF HEALTH SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT 3X660 MW NORTH KARANPURA STPP SITE JHARKHAND ( 1 )**

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	PROVIDING SAFETY MANAGEMENT SERVICES ALONG WITH MANPOWER FOR STRENGTHENING OF SAFETY CULTURE AND EFFECTIVE IMPLEMENTATION OF HEALTH SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT 3X660 MW NORTH KARANPURA STPP SITE JHARKHAND
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES

Specification	Values
Addon(s)/एडऑन	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Mridul Kumar Taisum	825321,3 X 660 MW, NORTH KARANPURA SUPER THERMAL POWER PROJECT NTPC, TANDWA, DIST CHATRA, JHARKHAND	1	N/A

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 1. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

##### 2. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

##### 3. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

##### 4. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

BHEL  
payable at  
KOLKATA

.  
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

#### 6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

BHEL  
payable at  
KOLKATA

.  
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 7. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHEL  
Account No.  
11107800029  
IFSC Code  
SBIN0004289  
Bank Name  
STATE BANK OF INDIA  
Branch address  
COMMERCIAL BRANCH, SALT LAKE, SECTOR-5, KOLKATA

.  
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 8. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

BHEL  
payable at  
KOLKATA

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 9. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

BHEL  
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped

along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 10. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

BHEL

Account No.

11107800029

IFSC Code

SBIN0004289

Bank Name

STATE BANK OF INDIA

Branch address

COMMERCIAL BRANCH, SALT LAKE, SECTOR-5, KOLKATA

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 11. **Purchase Preference (Centre)**

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

#### 12. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

#### 13. **Purchase Preference (Centre)**

Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement

(preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

#### 14. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 15. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **PRE-QUALIFICATION CRITERIA**

SL. NO.	CRITERIA
1.0	<b>FINANCIAL CRITERIA</b>
	<p>(A) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER Rs. 28.43 LAKH DURING THREE CONSECUTIVE FINANCIAL YEARS 2020-21, 2021-22 AND 2022-23 AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(C).</p> <p>(B) BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE THREE CONSECUTIVE FINANCIAL YEARS 2020-21, 2021-22 AND 2022-23. AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT OF THE COMPANY FOR THE ABOVE-MENTIONED FINANCIAL YEARS OR AS SUBMITTED FOR PARA 1(C), NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.</p> <p>(C) IN CASE AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THAT THREE CONSECUTIVE YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>(D) IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p>
2.0	<b>TECHNICAL CRITERIA</b>

2.1	<p><b>THE BIDDER SHOULD HAVE EXPERIENCE OF PROVIDING SAFETY MANPOWERS AGAINST THE BELOW MENTIONED CATEGORIES OF MANPOWER ON MAN-MONTH BASIS IN A SINGLE CONTRACT FOR ATLEAST SIX MAN-MONTH DURATION EACH, IN ANY GOVERNMENT/ PUBLIC SECTOR UNDERTAKING/ LIMITED COMPANY/ MULTINATIONAL COMPANY IN LAST SEVEN YEARS ENDING ON LATEST DUE DATE OF BIDS SUBMISSION.</b></p> <p><b>A. SAFETY/ HSE ENGINEER (OR) SAFETY/ HSE OFFICER</b>  <b>B. SAFETY/ HSE TRAINER</b>  <b>C. RIGGING SPECIALIST/ INSPECTOR/ EXPERT</b></p> <p><b>RELEVANT DOCUMENTS IN SUPPORT OF ABOVE SHALL BE SUBMITTED.</b></p>
3.0	<p><b>BIDDER SHOULD HAVE VALID PAN.</b></p> <p><b>RELEVANT DOCUMENTS IN SUPPORT OF ABOVE SHALL BE SUBMITTED.</b></p>

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**NOTE**  
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i	<b>CONSORTIUM/ JV BIDDING IS NOT ALLOWED.</b>
ii	<p><b>IF THE BIDDER HAPPENS TO BE SUBSIDIARY OF A PARENT COMPANY, THEN THE CREDENTIALS OF ITS SISTER-CONCERN (UNDER THE SAME BUSINESS) AND THE PARENT COMPANY CAN ALSO BE CONSIDERED FOR MEETING THE ABOVE PQC.</b></p>
iii	<b>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.</b>
iv	<b>IN CASE THE JOB IS UNDER EXECUTION, THE VALUE OF EXECUTED PORTION OF THE JOB SHALL AT LEAST CORRESPOND TO THE RESPECTIVE VALUES SPECIFIED ABOVE EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.</b>
v	<b>THE VENDOR SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED IN THE PRE-QUALIFICATION CRITERIA, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED</b>



vi	<b>BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.</b>
vii	<b>BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION / BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT.</b> -

## **SPECIAL INSTRUCTION TO BIDDERS**

1.	<b>Bidders to submit the Formats / annex. (attached in Bid) dully filled with Stamp ed &amp; Signed by the authorized signatory.</b>
2.	<b>Bidders to submit all the relevant documents as per Pre-Qualification Criteria (P QC), attached in bid.</b>
3.	<b>Price Bid of Pre-Qualified bidders only will be opened and evaluated further.</b>
4.	<b>SD/e-PBG to be submitted only in BHEL's format [PROFORMA OF BANK GUARANT EE (in lieu of SECURITY DEPOSIT) as per Annexure-5], provided in Bid.</b>
5.	<b>Bidders are requested to submit their offer considering ATC [Consisting of Pre-Q Criteria, TCC (Volume-II &amp; ID, Price Schedule and Price Break-up (Schedule-2)] (a ttached to bid).</b>
6.	<b>No Deviation with respect to tender clauses and no additional clauses/ suggestio ns/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bi dders are requested to positively comply with the same.</b>
7.	<b>BHEL reserves the right to accept or reject any or all offers without assigning an y reasons thereof. BHEL also reserves the right to cancel the Tender wholly or p artly without assigning any reason thereof. Also, BHEL shall not entertain any c orrespondence from bidders in this matter (except for the refund of EMD).</b>
8.	<b>Credentials submitted by the bidder against “PRE QUALIFYING CRITERIAS” shall be verified for its authenticity. In case, any credential (s) is/are found unauthen tic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiat e any further action as per extant guidelines.</b>

<b>9.</b>	<b>Evaluation Currency: Indian Rupees (INR)</b>
<b>10.</b>	<b>For any clarification please contact Mr. Saswajeet Rout, Manager-HSE (Ph: 033-2 3398050) or Mr. Biplab Kumar Pal, Engineer-SCT (Ph. 033-233982234)</b>

16. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

## **CONTENTS**

<b>CLAUSE N O</b>	<b>DESCRIPTION</b>
<b>1.0</b>	<b>PROJECT SYNOPSIS AND GENERAL INFORMATION</b>
<b>2.0</b>	<b>NAME OF WORK</b>
<b>3.0</b>	<b>OBJECTIVE AND SCOPE OF WORK</b>
<b>4.0</b>	<b>SITE VISIT</b>
<b>5.0</b>	<b>SITE FACILITIES</b>
<b>6.0</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
<b>7.0</b>	<b>MINIMUM QUALIFICATION OF SAFETY PERSONNEL</b>
<b>8.0</b>	<b>DEPLOYMENT PERIOD</b>
<b>9.0</b>	<b>MOBILISATION</b>
<b>10.0</b>	<b>COMPLETION PERIOD OF CONTRACT</b>
<b>11.0</b>	<b>EXTENSION OF TIME FOR COMPLETION/CONTRACT PERIOD</b>
<b>12.0</b>	<b>CERTIFICATE TOWARDS COMPLETION</b>
<b>13.0</b>	<b>EVALUATION OF BID</b>
<b>14.0</b>	<b>TERMS OF PAYMENT &amp; PAYING AUTHORITY</b>
<b>15.0</b>	<b>QUANTITY VARIATION</b>
<b>16.0</b>	<b>SECURED RECOVERABLE ADVANCES</b>
<b>17.0</b>	<b>PRICE VARIATION CLAUSE (PVC)</b>
<b>18.0</b>	<b>OVER RUN CHARGE (ORC)</b>
<b>19.0</b>	<b>RATE REVISION</b>
<b>20.0</b>	<b>EARNEST MONEY DEPOSIT, SECURITY DEPOSIT &amp; PERFORMANCE BOND</b>
<b>21.0</b>	<b>EXTRA WORK</b>
<b>22.0</b>	<b>LIQUIDATED DAMAGE</b>

<b>23.0</b>	<b>TAXES AND DUTIES</b>
<b>24.0</b>	<b>INSURANCE</b>
<b>25.0</b>	<b>OCCUPATIONAL HEALTH, SAFETY &amp; ENVIRONMENT MANAGEMENT</b>
<b>26.0</b>	<b>RESPONSIBILITIES WITH REGARD TO EMPLOYMENT OF LABOUR, ETC.</b>
<b>27.0</b>	<b>IDLING CHARGES</b>
<b>28.0</b>	<b>COMPLIANCE</b>
<b>29.0</b>	<b>GUARANTEE/ WARRANTY</b>
<b>30.0</b>	<b>OTHER TERMS</b>

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.

<b>CLAUSE NO</b>	<b>DESCRIPTION</b>
<b>1.0</b>	<b>PROJECT SYNOPSIS AND GENERAL INFORMATION</b>
1.1	<b>North Karanpura site:</b>  Name of the Owner: NTPC Capacity: 3 x 660 MW Nearest Railway Station: Khilari Railway Station on Ranchi Garhwa section of Eastern Railways (40 km from Project site) Nearest Town: Tandwa in Chatra District Nearest Airport: Ranchi (150 km from Project site) The site is located near Tandwa town.
<b>2.0</b>	<b>NAME OF WORK</b>
2.1	Providing Safety Management services along with manpower for strengthening of Safety Culture and effective implementation of Health, Safety and Environment Management system at 3x660 MW North Karanpura STPP Site, Jharkhand on fixed monthly rate basis as per specification and terms & conditions of tender.
<b>3.0</b>	<b>OBJECTIVE AND SCOPE OF WORK</b>

<b>3.1</b>	<b>OBJECTIVE OF THE WORK</b>
3.1.1	To take preventive measures so as to avoid any unwarranted incident at site.
3.1.2	BHEL site job involve working at height, Hot work, Radiography, Confined Space, Deep Excavation, Heavy Lifting, Chemical handling, handling of compressed gas cylinders, 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.
3.1.3	Further for sustenance of these activities, safety culture needs to be built up by training of personnel and hand holding for a longer period.
<b>3.2</b>	<b>BROAD SCOPE OF WORK</b>
3.2.1	Major areas under purview of the work of the agency at North Karanpura site are Boiler, Turbine, ACC, Chimney, 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 advise BHEL site management on relevant improvement measures to be adopted and provide guidance on implementation.
3.2.2	Develop framework for safety improvement program
3.2.3	Deployment of safety specialists at site to drive safety initiatives which include developing & monitoring the implementation of comprehensive construction safety management at site.
3.2.4	Agency will use & train the safety manpower deployed by various agencies of BHEL at site to start & manage all safety initiatives at site via use of technology.
3.2.5	Agency will enable BHEL to strengthen the safety management systems at site and improve the safety culture at site.
3.2.6	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. Conduct induction training for all persons joining the site including visitors. Training module shall be submitted to BHEL for review and approval.
3.2.7	Conducting regular audits at site for identifying weak areas and suggest corrective measures.
3.2.8	Administer/manage Construction Safety at the site
3.2.9	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.
<b>3.3</b>	<b>ROLES &amp; RESPONSIBILITIES</b>
3.3.1	Agency shall strengthen the safety management system by safety specialist deployment for strengthening high risk activities, competency building program through Contractor Incubation Centre (CIC), deploying safety engineers to monitor and facilitate safety implementation.
3.3.2	Agency shall conduct safety improvement programs by well-defined Management Information System (MIS). MIS should include lead and lag indicators, evaluating the progress of metrics, conducting review meetings, actions for continual improvement etc.

3.3.3	<b>BHEL HSE Observer mobile application is to be used at site. The Safety Analyst to be deployed at North Karanpura site should get familiar on this software. Necessary training &amp; support from PSER-HQ HSE &amp; PSHQ-HSE will be provided for the same. Subsequently the safety analyst will train other BHEL engineers/ supervisors as well as contractor officials about the application of the software, as per requirement at site.</b> Safety analyst will also ensure enrollment of site officials (BHEL/ sub - contractors) in this application, raising of issues by registered users, closure of issues by concerned persons, Liaoning with PSER-HQ & PSHQ-HSE for resolving application related issues, analysis of data, preparation of charts etc. The safety analyst will act as single point of contact for this HSE observer related matter of site.
3.3.4	Organizing motivational & safety promotional activities like street plays, campaigns & safety communications shall be done by the agency.
3.3.5	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.
3.3.6	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.
3.3.7	In contractor incubation centre (CIC), contractor selection, competency building-first time & periodical, contractor 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.
3.3.8	<b>Job Specific Training:</b> 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 individual BHEL Site in well advance.
3.3.9	Imparting HSE related skill training (in Hindi or any language followed by majority of workers) with certification (like competency 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.
3.3.10	Co-coordinating with Medical Centre for Pre-job and regular health check-up of personnel.
3.3.11	HSE Competency evaluation of skilled workmen to be performed before engagement in the job and also during execution whenever required. Documents like Height-pass to be issued by the agency. Competency evaluation shall be done for skilled/semiskilled manpower before induction training. Plan and Procedure for competency evaluation shall be submitted to BHEL.
3.3.12	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.
3.3.13	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.

3.3.14	Support for maintenance, generation and retention of all documents and records pertaining to HSE as per BHEL HSE Management System.
3.3.15	Assist BHEL in coordinating with Local authority/ statutory authority/local facilities like hospitals, fire stations, disaster management agencies etc. as and when required.
3.3.16	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.
3.3.17	Investigation of accidents including near miss, as per requirement of site management
3.3.18	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.
3.3.19	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.
3.3.20	Inspection of all PPEs, safety equipment, T&Ps etc. and maintaining record. 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.
3.3.21	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.
3.3.22	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.
3.3.23	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.
3.3.24	Generation of periodic report in prescribed format and sharing the same with competent authorities.
3.3.25	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. 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.
3.3.26	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.
3.3.27	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.

3.3.28	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.
3.3.29	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.
3.3.30	Inspection of Excavation and guiding and implementing control measures for safe excavation.
3.3.31	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.
3.3.32	Daily Safety Clearance shall be given by the agency along with implementation of necessary PTW system.
3.3.33	All documents/ data including all presentations created/ used for this project shall be handed over to BHEL for future reference in soft form.
3.3.34	Bidder shall provide necessary support services to BHEL site management in preparation for ISO audits/ HSE activities. Inspection documents/ results shall be retained/stored by bidder in such a manner that the same can be produced during ISO/ HSE audits at site.
3.3.35	All roles and responsibilities defined in this clause 3.3 shall be discharged by the deployed HSE manpower of bidder.
<b>4.0</b>	<b>SITE VISIT</b>
4.1	The bidder may visit North Karanpura 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.
<b>5.0</b>	<b>SITE FACILITIES</b>
<b>5.1</b>	<b>ACCOMMODATION</b>
5.1.1	Furnished Bachelor accommodation (single room basis) with free electricity and water supply, along with Mess facilities at one point shall be provided by BHEL free of any charges. However, food will be available on chargeable basis, either in BHEL mess or otherwise.
<b>5.2</b>	<b>LOCAL CONVEYANCE</b>
5.2.1	Local conveyance, as required, for to-and-fro movement between site and living accommodation shall be provided by BHEL on sharing basis, free of any charges.
<b>5.3</b>	<b>SITE OFFICE</b>
5.3.1	Reasonable office space for proper functioning of the deployed safety personnel will be provided by BHEL at site, free of any charges. BHEL shall also provide office furniture as per availability at site. Other infrastructure such as training room, training material, Projector, Video conferencing facilities etc. will be provided by BHEL free of cost, as per availability at site.

5.3.2	The bidder shall arrange unlimited mobile phone facility, camera and sufficient nos. of Laptop/ Desktop (each safety official should be having separate laptop/ desktop) with provision of internet, Printer(s) along with cartridge, stationary etc. for the use of their personnel at site, at their own cost. Bidder shall ensure that safety personnel deployed by it, has smart phones (with 5G internet connectivity) so that they can take photos/videos promptly and also communicate immediately as per requirement of BHEL.
<b>5.4</b>	<b>MISCELLANEOUS</b>
5.4.1	The bidder has to arrange for medical facilities and necessary insurance facilities for his Safety Personnel posted at site at their own cost.
5.4.2	Bidder shall also nominate one of their senior personnel as site-in-charge for all contractual dealings/payment purpose etc. for the site and power of attorney shall be issued in his name.
5.4.3	Local conveyance during mobilization of manpower will be arranged by BHEL. It will be limited to nearest airport/ railway station as the case may be.
<b>6.0</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
6.1	All data/findings obtained from this work shall become the property of BHEL. This cannot be published/utilized by bidder/bidder's representative without written permission of competent authority of BHEL. Safety personnel shall keep all business and technical /safety information/procedures received from the other Party in connection with this Agreement confidential and treat it with the same degree of care as their own similar trade or business secrets and not make it available to third parties, unless permitted in writing by competent authority of BHEL-PSER.
6.2	Sub-letting of jobs within the agreed scope of work, in any way is not permitted.
6.3	Bidder shall make available suitable personnel (personnel, other than those posted at site) for discussions/ interactions with BHEL, Customer and consultants, vendors / sub-contractors wherever need arises. Senior level personnel of bidder will visit sites periodically (at least once in a quarter) to ascertain the quality of jobs performed by their site personnel. Such visits of senior personnel will be free of any additional charges to BHEL.
6.4	BHEL reserves the right to make final decisions on rejections of the personnel deployed by the bidder in case of unsatisfactory performance and such decisions shall be binding on bidder and become conclusive.
6.5	BHEL reserves the right to terminate the above contract at any point of time without assigning any reason, upon giving 30 days' notice to the bidder. BHEL reserves the right to short close the contract/reduce the deployed safety personnel upon giving 30 days' notice, depending upon requirement. In such cases, the payment shall be made for the completed months and part thereof on pro-rata basis, based upon approved rate of contract and no other compensation will be granted by BHEL.



6.6	<p>Bidder's personnel posted at site shall not move outstation without the prior permission of Site in Charge of BHEL. For any exigencies during execution of the contract or against requirement of services at any location other than place of normal work, if desired and instructed by the North Karanpura site Project Director or Head-HSE-PSER, the bidder shall have to provide safety services by deputing its personnel at desired location. Expenses incurred by the visiting personnel in this regard will be reimbursed in the following manner.</p> <p>a) Travel expenses at actual shall be paid (limited to 2AC to and fro train fare) with reservation / supplementary charges etc. subject to furnishing of details regarding ticket numbers, journey details, amount of fare etc. and submission of proof thereof.</p> <p>b) Local conveyance charges (Actual bus / cycle rickshaw/auto rickshaw/ taxi fare for local journeys at out station) as permitted by the BHEL Engineer.</p> <p>c) Cumulative Journey allowances &amp; Daily allowances @ Rs.500/- per day</p> <p>d) Outstation lodging charges @ maximum Rs. 1500/- per day (Applicable with written instruction of BHEL North Karanpura site Project Director &amp; on submission of lodging bill thereof)</p> <p>e) Postal / telegraphic / telephones charges, if any, subject to production of proof of having incurred such expenditure only in relation to the official work.</p> <p>The movement of Bidder's Safety Personnel outside site shall be subject to the prior approval of BHEL North Karanpura site Project Director or HOD-HSE/PSER, and the same shall be submitted with their bills/invoice for payment.</p>
6.7	<p>Bidder has to follow the holidays at site as per BHEL site holidays which may vary from site to site. Working hours and timing shall be as per BHEL site practice. However, work may continue round the clock including Sundays and holidays and safety officer / officers shall have to be at site along with BHEL personnel subject to requirement, for which no extra payment will be made. No compensatory off/leave will be granted in case of such working on Sundays/holidays/extended hours.</p>
6.8	<p>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. However, in case of exigencies, work may continue on Sunday / Holiday and bidder has to provide HSE manpower support for the same. BHEL shall not pay during the period of earned leave/sick leave to be availed by bidder's personnel. However, if earned leave/sick leave exceeds 10 days in any one stretch, the bidder will have to make suitable alternative arrangements, with the approval of BHEL.</p> <p>For any leave other than casual leave as mentioned above, pro-rata basis deduction shall be made on monthly bill by BHEL site. If any person is leaving site on resignation/ long leave (more than 10 days in one stretch), replacement shall be made within 15 working days otherwise a penalty of Rs. 250/- (Rupees two hundred and fifty only) per day starting from 1st day of absence, will be imposed.</p> <p>Maximum penalty for such cases is limited to 2% of contract value.</p>
6.9	<p>It is the sole responsibility of the bidder to ensure the safety officers against accident and injury while at work.</p>
6.10	<p>BHEL reserves the right to discontinue the deployment of Safety Officer at any particular site or all together with 20 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 bidder within 20 days.</p>
<b>7.0</b>	<b>MINIMUM QUALIFICATION OF SAFETY PERSONNEL</b>

7.1	The category wise minimum qualification of Safety personnel shall be as mentioned below:
7.1.1	<b>Safety Trainer</b>
	<p>i. Must be at least a graduate/ diploma in engineering (in any branch) from an AICTE/SC TE&amp;VT recognized institution</p> <p>ii. Must have sufficient knowledge and adequate training in safety management.</p> <p>iii. For Engineering Degree holders: Must have worked for 15 years or more as on the date of deployment in the field of construction, out of which at least 10 years should be in HSE function and training. For Engineering Diploma holders: Must have worked for 20 years or more as on the date of deployment in the field of construction, out of which at least 15 years should be in HSE function and training.</p> <p>iv. Must be a certified Internal/lead Auditor for ISO 14001 and ISO 45001 or IMS.</p> <p>v. The candidate should be in job while submission of CV (or at the most/ worst has left job not more than one year ago).</p> <p>vi. Preferably be fluent in English, Hindi &amp; local language</p> <p>vii. Must have working proficiency in Computer operation including MS Office, PowerPoint, etc.</p> <p>viii. Must have professional expertise and competency in conducting HSE training programs for officials and workers</p> <p>ix. The candidate shall have sound health to withstand tough site conditions and extreme weather.</p> <p>The candidate will have to undergo medical check-up at site before his joining. He will only be allowed to join on successful clearance of medical check-up and found fit by BHEL site/ customer.</p>
7.1.2	<b>Electrical Safety Specialist</b>
	<p>i. Must be at least a Graduate/ Diploma in Electrical engineering from an AICTE/ SCTE &amp; VT recognized institution</p> <p>ii. Must have completed successfully Post/ Advanced Diploma / Degree in Industrial Safety with construction safety as one paper from any institute recognized by SCTE &amp; VT/ AICTE. Duration of course should be at least one year. Course should have at least 8-10 separate papers and provision of separate papers on theory, practical and project. Qualification acquired through distance learning mode is not accepted. NEBOSH IGC is accepted.</p> <p>iii. For Engineering Degree holders: 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 Electrical Safety with sufficient knowledge in Acts and Rules. For Engineering Diploma holders: Must have worked for 12 years (post-engineering experience) or more as on the date of deployment in the field of construction, out of which at least 10 years (post-safety qualification experience) should be in HSE function. He shall have competency in Electrical Safety with sufficient knowledge in Acts and Rules.</p> <p>iv. The candidate should be in job while submission of CV (or at the most/ worst has left job not more than one year ago).</p> <p>v. Preferably be fluent in English, Hindi &amp; local language</p> <p>vi. Must have working proficiency in Computer operation including MS Office, PowerPoint, etc.</p> <p>vii. The candidate should be not older than 55 years. He shall have sound health to withstand tough site conditions and extreme weather. The candidate will have to undergo medical check-up at site before his joining. He will only be allowed to join on successful clearance of medical check-up and found fit by BHEL site/ customer.</p>
7.1.3	<b>Safety Engineer:</b>

	<p>i. Must be a diploma/ degree in engineering (in any branch) from an AICTE/ SCTE&amp;VT recognized institution.</p> <p>ii. Must have completed successfully Post/ Advanced Diploma / Degree in Industrial Safety with construction safety as one paper from any institute recognized by SCTE &amp; VT/ AICTE. Duration of course should be at least one year. Course should have at least 8-10 separate papers and provision of separate papers on theory, practical and project. Qualification acquired through distance learning mode is not accepted.</p> <p>iii. Must have worked in the field of construction in HSE function (Post-safety qualification experience) for min 4 years in case of graduate engineers or 7 years in case of Diploma holders.</p> <p>The candidate should be in job while submission of CV (or at the most/ worst has left job not more than one year ago).</p> <p>v. Preferably be fluent in English, Hindi &amp; local language. vi. Must have working knowledge in Computer operation</p> <p>vii. Candidates with awareness of ISO-14001 and ISO-45001 will be preferred.</p> <p>viii. The candidate should be not older than 50 years. He shall have sound health to withstand tough site conditions and extreme weather. The candidate will have to undergo medical check-up at site before his joining. He will only be allowed to join on successful clearance of medical check-up and found fit by BHEL site/ customer.</p>
<b>7.1.4</b>	<b>Safety Analyst:</b>
	<p>i. Must be at least a diploma (in any branch) from an AICTE/SCTE&amp;VT recognized institution</p> <p>ii. Must have field knowledge on Safety.</p> <p>iii. Must have worked for 5 years or more as on the date of deployment in the field of construction, out of which at least 3 years should be in Safety function. He must be thorough in the statistical analysis of Safety parameters, making presentations, MOMs and reports.</p> <p>iv. The candidate should be in job while submission of CV (or at the most/ worst has left job not more than one year ago).</p> <p>v. Preferably be fluent in English, Hindi &amp; local language.</p> <p>vi. Must have working proficiency in Computer operation including MS Office, MS Excel, Power Point, etc.</p> <p>vii. The candidate should be not older than 50 years. He shall have sound health to withstand tough site conditions and extreme weather. The candidate will have to undergo medical check-up at site before his joining. He will only be allowed to join on successful clearance of medical check-up and found fit by BHEL site/ customer.</p>
<b>7.1.5</b>	<b>Scaffolding Specialist:</b>

	<p>i. Must have obtained recognized certifications from CITB or STI or TUV or equivalent for supervisor/ inspector level. Latest certificate should be valid at the time of submission of CV (or at the most/ worst has lapsed not more than one year ago)</p> <p>ii. Must have worked for 3 years or more as on the date of deployment as Scaffolding expert/ supervisor (preferably in the field of construction). Experience will be counted only for the duration during which scaffolding certification of the candidate was valid. All the certifications should have start as well as end date. If end date is not available in any of these certificates, then validity of that certificate should be treated as one year from the date of issue.</p> <p>iii. The candidate should be in job while submission of CV (or at the most/ worst has left job not more than one year ago).</p> <p>iv. The candidate shall have professional expertise for coaching and certification for Scaffolding inspector/supervisors and scaffolders. He shall have competency in designing Scaffolding schemes as per site requirement</p> <p>v. Preferably be fluent in English, Hindi &amp; local language.</p> <p>vi. The candidate should be not older than 55 years. He shall have sound health to withstand tough site conditions and extreme weather. The candidate will have to undergo medical check-up at site before his joining. He will only be allowed to join on successful clearance of medical check-up and found fit by BHEL site/ customer.</p>
<b>7.1.6</b>	<b>Rigging Specialist:</b>
	<p>i. Must have a recognized certifications from LEEA or LOLER or OPITO or equivalent for supervisor/inspector level. Latest certificate should be valid at the time of submission of CV (or at the most/worst has lapsed not more than one year ago).</p> <p>ii. Must have worked for 3 years or more as on the date of deployment as rigging expert / supervisor (preferably in the field of construction). Experience will be counted only for the duration during which rigging certification of the candidate was valid. All the certifications should have start as well as end date. If end date is not available in any of these certificates, then validity of that certificate should be treated as one year from the date of issue.</p> <p>iii. The candidate should be in job while submission of CV (or at the most/ worst has left job not more than one year ago).</p> <p>iv. The candidate shall have professional expertise for coaching and certification for Rigger, Signalman, and supervisors. He shall have competency in preparing lift plan for critical and ODC Lifting.</p> <p>v. Preferably be fluent in English, Hindi &amp; local language.</p> <p>vi. The candidate should be not older than 55 years. He shall have sound health to withstand tough site conditions and extreme weather. The candidate will have to undergo medical check-up at site before his joining. He will only be allowed to join on successful clearance of medical check- up and found fit by BHEL site/ customer.</p>
7.2	<p>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 Site/PSER HQ HSE Deptt. or customer (if required) for approval before deployment to site. 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 site/ PSER HQ HSE Deptt for verification. Any mismatch will render the approval rejected.</p>
<b>8.0</b>	<b>DEPLOYMENT PERIOD</b>

8.1.1	<p>The tentative category wise requirement and deployment period of HSE personnel at the project site shall be as mentioned below:</p> <table><tr><th colspan="3">DESCRIPTION</th></tr><tr><th rowspan="2">Designation</th><th colspan="2">North Karanpura Site</th></tr><tr><th>Qty (in Nos.)</th><th>Duration (in Months)</th></tr><tr><td>Safety Trainer</td><td>1</td><td>12</td></tr><tr><td>Safety Engineer</td><td>2</td><td>12</td></tr><tr><td>Safety Analyst</td><td>1</td><td>12</td></tr><tr><td>Scaffolding Specialist</td><td>1</td><td>12</td></tr><tr><td>Rigging Specialist</td><td>1</td><td>12</td></tr><tr><td>Electrical Safety Specialist</td><td>1</td><td>12</td></tr></table>	DESCRIPTION			Designation	North Karanpura Site		Qty (in Nos.)	Duration (in Months)	Safety Trainer	1	12	Safety Engineer	2	12	Safety Analyst	1	12	Scaffolding Specialist	1	12	Rigging Specialist	1	12	Electrical Safety Specialist	1	12
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Electrical Safety Specialist	1	12																									
8.1.2	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 officers of various agencies of BHEL shall report to the Safety Manager deployed by the successful bidder. The HSE team shall report to BHEL site HSE Head or Site Project Director , as the case may be.																										
8.1.3	The agency shall deploy a team of Qualified HSE professionals as advised by BHEL from time to time in synchronization with the project requirement. Each of this category of manpower indicated above to be deployed by contractor within 15 days of written intimation from BHEL site.																										
8.1.4	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, irrespective of any variation in quantities.																										
9.0	<b>MOBILISATION</b>																										
9.1	Bidder shall mobilize the manpower and start the work at site within 15 days from the date of written Intimation from site. Failure to mobilize the manpower within the mobilization period indicated above shall attract LD/Penalty indicated in LD clause. Start date of Work: Work start date will be certified by BHEL North Karanpura Site Project Director.																										
10.0	<b>COMPLETION PERIOD OF CONTRACT</b>																										
10.1	The contract period for the above scope of contract shall be valid for a period of 12 (Twelve months) from the date of Start of Work at Site.																										
10.2	The contract period 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, at the sole discretion of BHEL as per site requirement.																										
10.3	BHEL reserves the right to terminate the service contract at any time, in case the service provided by the agency is found unsatisfactory.																										
11.0	<b>EXTENSION OF TIME FOR COMPLETION/CONTRACT PERIOD</b>																										
11.1	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.																										

11.2	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.
11.3	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.
11.4	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.
11.5	During the period of 'Time extension', successful bidder shall maintain their resources as per mutually agreed program
11.6	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.
<b>12.0</b>	<b>CERTIFICATE TOWARDS COMPLETION</b>
12.1	The work under the scope of the contract shall be deemed to have been completed in all respect only when so certified by BHEL North Karanpura Site Project Director. The decision of BHEL in this regard shall be final and binding on the successful bidder.
<b>13.0</b>	<b>EVALUATION OF BID</b>
13.1	The bidder shall quote their total price in price schedule of GeM. Evaluation shall be in the form and manner prescribed in GeM. Break up of total quoted price in GeM shall be as per Schedule-2.
<b>14.0</b>	<b>TERMS OF PAYMENT &amp; PAYING AUTHORITY</b>
14.1	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.).
14.2	Progressive payment shall be made by BHEL against bidder's RA bill, GST complied Invoice complete & correct in all respect accompanied by BHEL engineer's certified/ measurement sheet, jointly signed; requisite statutory certificates, certified by BHEL; <b>within 45 days of submission of the bill.</b>
14.3	However, no extra payment / interest charges shall be made in the event of deferment in payment.

14.4	<p>For all items of work as per 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 retained as Retention amount. Retention Amount shall be governed as per details mentioned below.</p> <p>a. Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills. Alternatively, BG, in line with below mentioned clause (titled Bank Guarantee Clauses), equivalent to 5% of Contract Value against Retention Amount can also be submitted before payment of first RA Bill. The validity of the said BG shall be initially for the contract period &amp; shall be extended, if so required, up to acceptance of final bill. In case of increase in contract value, additional BG for 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due. In case, contractor opts cash deduction from RA bills in the beginning &amp; subsequently offers to submit BG later on, then refund of deducted retention amount may be permitted against submission of equivalent BG only once during the contract period.</p> <p>b. Refund of retention amount shall be as follows:</p> <p>100% of Retention Amount/ BG against Retention Amount shall be released along with Final Bill after deduction all expenses/ other amounts due to BHEL under the contract/ other contracts entered into with them (contractor) by BHEL.</p> <p>Bidder'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.</p> <p>Bank Guarantee Clauses:</p> <p>Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with</p> <ol style="list-style-type: none"> <li>Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.</li> <li>The Bank Guarantees shall be as per prescribed formats.</li> <li>It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.</li> <li>In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.</li> <li>In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.</li> <li>Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.</li> <li>The Original Bank Guarantee shall be submitted to Subcontracting Department of the respective Region of BHEL.</li> </ol>
14.5	All admissible recovery/ adjustment, etc. shall be made from interim payable amount.
14.6	Applicable GST shall be released to the vendor upon compliance of following:
14.6.1	Vendor declaring such invoice in his IFF/ GSTR-1; and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal.,
14.6.2	Receipt of Goods/ services and Tax Invoice by BHEL.

14.6.3	Confirmation of payment of GST thereon by vendor on GSTN portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.
14.6.4	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.
14.7	The Bidder shall raise monthly RA bills either from their office on BHEL-site office. However, the bill shall be submitted at site for verification and further processing for onward payment.
14.8	For all Pro Rata Basis payment / recovery, duration of month will be considered as 30 days.
14.9	Project Director-BHEL North Karanpura site shall be the paying authority cum controlling officer for all contractual dealing of the site.
<b>15.0</b>	<b>QUANTITY VARIATION</b>
15.1	As per tender
<b>16.0</b>	<b>SECURED RECOVERABLE ADVANCES</b>
16.1	Not Applicable.
<b>17.0</b>	<b>PRICE VARIATION CLAUSE (PVC)</b>
17.1	Not Applicable.
<b>18.0</b>	<b>OVER RUN CHARGE (ORC)</b>
18.1	Not Applicable.
<b>19.0</b>	<b>RATE REVISION</b>
19.1	Not Applicable
<b>20.0</b>	<b>EARNEST MONEY DEPOSIT, SECURITY DEPOSIT &amp; PERFORMANCE BOND</b>



20.1

**EARNEST MONEY DEPOSIT (EMD):**

20.1.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

- i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.
- ii) The EMD is to be paid only in the following forms:
  - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
  - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
  - c) Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).
  - d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) (along with offer). The Fixed Deposit in such cases shall be valid for or at least six months from the due date of tender submission.
  - e) Insurance Surety Bonds.

In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms described above in clause no. 20.1.1. (ii) (a) to (e) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.

- iii) No other form of EMD remittance shall be acceptable to BHEL.

20.1.2 EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.  
EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

20.1.3 EMD shall not carry any interest.

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

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

20.2

**SECURITY DEPOSIT (SD):**

The total amount of Security Deposit will be 5% of the contract value. Other terms related to Security Deposit shall be as per details mentioned below.

20.2.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value.

20.2.2 The security Deposit should be furnished before start of the work by the contractor.

Note: In case of small value contracts not exceeding Rs. 20 lakhs, work can be started b

efore the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit.

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

- i) Cash (as permissible under the extant Income Tax Act).
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, and not BHEL).
- vi) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.
- vii) Insurance Surety Bonds.

In case of delay in submission of Security Deposit, enhanced Security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

**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.

20.2.4 The Security Deposit shall not carry any interest.

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

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

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

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

20.3	<b>RETURN OF SECURITY DEPOSIT:</b> Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.
20.4	Performance Bond is not applicable for the tender.
<b>21.0</b>	<b>EXTRA WORK</b>
21.1	Not Applicable
<b>22.0</b>	<b>LIQUIDATED DAMAGE</b>
22.1	<p>If the contractor fails to deploy the manpower within the mobilization period specified in this Tender, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 5% of the contract value. Here, LD shall be applicable for the delays attributable to contractor. Contract Value for this purpose, shall be the final executed value exclusive of OR C, Extra Works executed on Manday rate basis, Supplementary/ Additional Items and PV C.</p> <p><b>However, the maximum LD/Penalty shall be limited to 5% of Contract Value.</b></p>
<b>23.0</b>	<b>TAXES AND DUTIES</b>
23.1	<p>Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including GST, charges, royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract.</p> <p>Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. However, any increase of GST subsequent to due date of offer submission as per NIT &amp; TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL.</p> <p>Benefit of any decrease of taxes including GST, charges, royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract; subsequent to due date of offer submission as per NIT &amp; TCN, by statutory authority shall be passed on to BHEL.</p>
23.2	Void
23.3	<p>Successful bidder shall furnish proof of GST registration with GSTN portal covering the services under this contract.</p> <p>Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.</p>
23.4	Since GST on output will be paid by BHEL as enumerated above, bidder's your quoted rates / price should be after considering the input credit under GST law at bidder's end.
23.5	TDS under income tax act shall be deducted as per prevailing IT rules from the bills.
23.6	TDS under GST shall be deducted as per prevailing GST rules from the bills.
23.7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
23.7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.

23.7.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
23.7.2.2	Amount of TCS and assessable value on which TCS has been calculated should be specified clearly in the invoice.
23.7.2.3	You shall be required to submit certificate of TCS in Form No. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
23.7.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted along with each invoice: - "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.
23.7.4	In event of failure to comply with the provisions of the act, or proper certificate not issued, or if tax collected but not remitted to the government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
23.7.5	You shall comply with all statutory amendment/notifications in this respect.
23.8	Bidder shall note that GST tax invoice complying with GST invoice rules (section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.  BHEL GSTN - Refer attached GSTN code table of BHEL.  NAME - BHARAT HEAVY ELECTRICALS LIMITED  ADDRESS - Shall be intimated later.  Specific details of BHEL GSTN, name and address as stated above, have been specified elsewhere in the tender.
23.9	Successful 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 send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances.  Portal address and email address - Shall be intimated later.  Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
23.10	In case of delay in submission of above-mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to invoicing rules under GST law.  The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
23.11	In case of raising any Supplementary Tax Invoice (Debit / Credit note), successful 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.
23.12	Successful 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, successful bidder shall also ensure prompt delivery of goods after despatch.

23.13	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / no receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
23.14	<p>Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST act, and the same should be available to BHEL in form GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the government through filing of GSTR-3B of corresponding Month/quarter.</p> <p>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 successful bidder along with interest levied / leviable on BHEL.</p>
23.15	<p>Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract.</p> <p>Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with issuing authorities, for bringing materials, plants &amp; machinery at site for execution of the works under this contract, road permit / way bill, if required, shall be arranged by successful bidder and BHEL will not supply any road permit/ way bill for this purpose.</p>
23.16	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
23.17	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
<b>24.0</b>	<b>INSURANCE</b>
24.1	Insurance of manpower deployed by the agency, shall be insured by the agency itself.
24.2	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.
24.3	Bidder 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 bidder.
24.4	The bidder 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 bidder will submit necessary documents. BHEL will reserve the right to recover the loss from the bidder as detailed below in case the damage/loss is due to negligence/ carelessness on the part of the bidder. In case of theft of material under bidder's custody, the same shall be reported to police by the bidder 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 bidder of his contractual obligation for the materials in his custody.

24.5	In case the damage/loss/theft of materials are attributable to negligence/failure in discharging the duties and obligations of the bidder, 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 bidder.
24.6	If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
<b>25.0</b>	<b>OCCUPATIONAL HEALTH, SAFETY &amp; ENVIRONMENT MANAGEMENT</b>
25.1	The contractor shall have to comply safety requirements of BHEL as per <b><u>“HSE Plan for site operation by sub-contractors” (HSE P14 Rev. 02, Dec. 21, 2022)</u></b> , of tender.
<b>26.0</b>	<b>RESPONSIBILITIES WITH REGARD TO EMPLOYMENT OF LABOUR, ETC.</b>
26.1	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.
26.2	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.
26.3	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.
26.4	If at any time during the execution of work, it is noticed that the work is suffering on 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.
26.5	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 per site requirement. Also, the actual deployment will be so as to satisfy the project schedule of erection and commissioning.
26.6	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.
26.7	Successful bidder shall deploy only qualified and experienced engineers/ supervisors. They shall have professional approach in executing the work.

26.8	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.
26.9	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.
26.10	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.
<b>27.0</b>	<b>IDLING CHARGES</b>
27.1	Not Applicable
<b>28.0</b>	<b>COMPLIANCE</b>
28.1	Successful bidder shall ensure that its employees, servants, consultants and agents 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.
28.2	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.
28.3	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.
<b>29.0</b>	<b>GUARANTEE/ WARRANTY</b>
29.1	Not applicable
<b>30.0</b>	<b>OTHER TERMS</b>
30.1	All other term & conditions of this specification shall be governed by the pertinent provisions of GeM GTC and other volumes of this tender, as applicable.

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#### **INSTRUCTIONS TO BIDDERS W.R.T. PRICE/RATE SCHEDULE**

1.0	The tenderer/bidder shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site before submission of his bid/offer. No claim whatsoever due to lack of knowledge of site conditions shall be entertained after award of the work.
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2.0	No splitting of the job is envisaged unless the same is specifically indicated in the tender. Decision of BHEL in this regard shall be final and binding to the bidders.
3.0	<p>The bidder shall quote their total price in price schedule of GeM. As such total price should be complete in all respect for the full scope defined and considering all terms and conditions of tender including all corrigendum, addendum, TCN etc. All other amounts/ rates of each item of works in respective schedules/ parts will be derived based on allocated weightages indicated in Schedule-2 (Price Break-Up).</p> <p>The rates of individual items shall be derived from the amount against each item and its quantity after rounding off to up to 4 decimal places. However, RA bill payment shall be done after rounding off the gross amount to two decimal points. Any adjustment, if required, due to such methodology, will be effected / adjusted in final bill.</p>
4.0	Evaluation & awarding shall be in the form and manner prescribed in GeM.
5.0	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per SI No. 3.0 above.
6.0	Any item as per scope of work, if not included in the price quoted and shown separately will not be taken cognizance of and the offer shall be liable for rejection.
7.0	Price format shall not be changed by bidder, in any case and it may lead to cancellation of their offer.
8.0	The quoted price shall be inclusive of applicable GST.
9.0	Prior written approval of BHEL shall be sought by the contractor in case quantity variation of any item crosses +50% (plus fifty percent) limit during execution and approval to be obtained before execution of further quantity for this item.

SCHEDULE- 2: PRICE BREAK UP OF TOTAL PRICE (QUOTED IN GeM)					
SL No.	DESCRIPTION	UNIT OF MEASUREMENT	QUANTITY	WEIGHTAGE	ITEM RATE INCLUSIVE OF GST (INR)
A	B	C	D	E	F = (TOTAL PRICE QUOTED IN GeM X E) / D
1	Safety Trainer	Man-Month	12	0.17566258	
2	Safety Engineer	Man-Month	24	0.21773384	
3	Safety Analyst	Man-Month	12	0.11025776	
4	Scaffolding Specialist	Man-Month	12	0.16733246	
5	Rigging Specialist	Man-Month	12	0.17012907	
6	Electrical Safety Specialist	Man-Month	12	0.15888429	
	<b>TOTAL</b>			<b>1.00000000</b>	



## 17. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---