



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN – 02

Ref: PSER:SCT:MIS-Q2209:23:TCN-02

Date: 22-03-2023

| Sub | Tender Change Notice (TCN) - 02 | |
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| Job | Rate Contract for Providing Safety Services Personnel for effective implementation of Health, Safety and Environment Management System at different Project Sites (Including Hydro Projects) of BHEL Power Sector Eastern Region, situated in different states and UTs of India and in territorial country Bhutan as per requirement. | |
| Ref | 1.0 | Tender no PSER:SCT:MIS-Q2209:23 |
| | 2.0 | BHEL's NIT, vide reference no. PSER:SCT:MIS-Q2209:9757 Date: 10-03-2023 |
| | 3.0 | BHEL's TCN-01, vide reference no PSER:SCT:MIS-Q2209:23:TCN-01, dated 18-03-2023 |
| | 4.0 | All other pertinent issues till date. |

With reference to above, following points/ documents, relevant to tender, may please be noted and complied with while submitting offer.

- 1.0 The clarifications to bidder's queries are attached as **Annexure-A** to this TCN-02.
- 2.0 Revised Volume-II & 1D-(Rev-01) is attached, superseding Volume-II & 1D-(Rev-00) issued earlier along with NIT. Changes has been done in following clauses (Cl. no. 6.9, cl. no. 6.14., cl no. 9.0, cl no. 15.0, cl no. 18.0). However Bidders are requested to go through entire volume before submitting their offer.
- 3.0 Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 4.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

Sr. MGR (SCT)

Encl : As above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691, 23211798, 23211796

Job: Rate Contract for Providing Safety Services Personnel for effective implementation of Health, Safety and Environment Management System at different Project Sites (Including Hydro Projects) of BHEL Power Sector Eastern Region, situated in different states and UTs of India and in territorial country Bhutan as per requirement.

| Tender no PSER:SCT:MIS-Q2209:23 TCN-01 (ANNEXURE-A) | | | | |
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| Sl. | Reference tender clause no. | Existing Provision | Bidder's query | BHEL reply/clarification |
| 1 | SCT-MIS-Q2209-VOL-II & ID: SCC – Clause 15. Page 11 – Terms of Payment & Paying Authority | BHEL Site in-charge/Construction Manager shall be the paying authority cum controlling officer for contractual dealing of the site against individual site specific work order | Where from the payment against deployment at Bhutan site will be made? What will be currency of payment for Bhutan site? | -Bidders to refer payment terms (clause no 15.0) as per revised Volume-II & ID- Rev 01. -Currency of payment is as per price schedule (i.e. INR) |
| 2 | NA | - | Pl. let us know if there are any additional taxes applicable for deployment at Bhutan. What are the procedures (commercial & financial) to be complied with – for deployment of man power in Bhutan? Pl. confirm that BHEL will arrange for the work permit as required for safety engineer deployed in Bhutan since we don't have any legal entity operating in Bhutan. | - Bidder to refer taxes & duties clause (clause no. 18.0) of revised Volume-II & ID- Rev 01. - Bidder to refer clause no. 9.0 of revised Volume-II & ID-Rev 01. However, bidder should make itself aware of the same before quoting. - Work Permit will be arranged by BHEL after clearance by The Royal Govt. of Bhutan(RGoB) |

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These special conditions shall be construed as part of tender document and shall be read along with general conditions of contract (GCC) and other volumes of tender. In case of any conflict or inconsistency between GCC, other volumes and these Technical conditions contract (TCC), the same shall be brought out by the bidder in writing to BHEL for clarification with stipulated date & before due date of submission of offer, failing which most stringent interpretation/ clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.

| CLAUSE NO | DESCRIPTION |
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| 1.0 | PROJECT SYNOPSIS AND GENERAL INFORMATION |
| | BHEL / Power Sector – Eastern Region (henceforth called "BHEL - PSER") is engaged in the Erection, Commissioning, Service after Sales, Renovation and Modernization of Power Plants (thermal, hydro, gas and nuclear based etc.) situated in different states of India and abroad. BHEL-PSER working zone broadly includes the states namely West Bengal, Bihar, Odisha, Jharkhand, Assam and all the North Eastern states and territorial country Bhutan. However, there is no firm barrier of working zone only covering the eastern sector of India; BHEL-PSER is also executing job at other sectors spread over all the geographical locations of India and abroad as per the demand of situation. |
| 2.0 | SITE VISIT |
| | Contractor may visit any/all the ongoing project sites of BHEL-PSER under the purview of this rate contract and acquire full knowledge & information about site conditions prevailing at site regarding entry to site, safety regulations etc. and surroundings of plant premises together with all the statutory, obligatory, mandatory requirements of various authorities. |
| 3.0 | NAME OF WORK |
| | <p>PROVIDING SAFETY SERVICES PERSONNEL FOR EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT DIFFERENT PROJECT SITES (INCLUDING HYDRO PROJECTS) OF BHEL POWER SECTOR EASTERN REGION ON FIXED MONTHLY RATE CONTRACT BASIS, situated in different states and UTs of India and in territorial country Bhutan as per requirement.</p> <p>BHEL is intended to finalize a rate contract for a fixed tenure for deployment of various category of qualified and experienced safety personnel at different project sites as per requirement and accordingly site specific individual work order shall be issued for deployment of safety personnel at different sites in line with the original rate contract and as per rate, terms and conditions of the rate contract.</p> <p>The project sites where the deployment of Safety Officers / Senior Safety Officers are envisaged are as follows-</p> <p>(a) Sagardighi- Located in West Bengal</p> <p>(b) NPGCL FGD & Boiler modification- Located in Bihar</p> <p>(c) BRBCL FGD- Located in Bihar</p> |

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| | <p>(d) Kahalgaon FGD- Located in Bihar</p> <p>(e) Punatsangchu I & II- Located in territorial country Bhutan</p> <p>(f) Teesta 6- Located in West Bengal</p> <p>(g) Rammam Stage 3– Located in West Bengal</p> <p>(h) Rourkela- Located in Odisha</p> <p>(i) Suratgarh- Located in Rajasthan</p> <p>(j) Barh PCP- Located in Bihar</p> <p>(k) Barh FGD- Located in Bihar</p> <p>(l) North Karanpura (Main Plant)- Located in Jharkhand</p> <p>(m) North Karanpura (FGD)- Located in Jharkhand</p> <p>(n) Panchet- Located in West Bengal</p> <p>(o) Bongaigaon- Located in Assam</p> <p>(p) Loktak- Located in Manipur</p> <p>(q) Tata Power/ IEL Jamshedpur- Located in Jharkhand</p> <p>However, the above HSE services may also be utilized in any other project site under execution by BHEL PSER or may be executed by BHEL PSER within India, in near future within the original & extended rate contract period.</p> |
| 4.0 | SCOPE OF WORK |
| 4.1 | SCOPE OF WORK FOR HSE SERVICES |
| 4.1.1 | Scope of work under this area shall mainly comprise of supervising day to day HSE aspects of the equipment and workmen/Employees of BHEL as well as those of sub-contractors. |
| 4.1.1.1 | The Officer shall ensure compliance with all occupational, health, safety & environment rules and codes of the BHEL/owner, relevant provisions of applicable laws pertaining to the HSE of workmen, employees, plant and equipment as may be prescribed from time to time. In case of any non-conformity between statutory requirement and HSE Rules of the BHEL/owner referred above, the later shall be applicable unless the statutory provisions are more stringent. |
| 4.1.1.2 | The Officer shall ensure compliance with HSE (Health, Safety & Environment) requirements/procedure/practices of BHEL at site, as per Site HSE Plan / HSE Management system. He will also ensure that applicable Operational Control Procedures (OCPs) in respective areas are being followed by BHEL/Sub-contractor. |
| 4.1.1.3 | Inspection documents/results shall be retained/stored by the Engineer in such a manner that the same can be produced as quality documents during HSE audits at site. |

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| 4.1.1.4 | He will have to provide support for maintenance, generation and retention of all documents and records pertaining to HSE as per BHELHSE Management System. |
| 4.1.1.5 | He will have to conduct/co-ordinate for induction training (for HSE) at site to new entrants and regular HSE training to BHEL/Other agencies working on behalf of BHEL at site including mock fire drill, Rescue drill, Tool box meeting, Pep-talk, HSE committee meeting etc. |
| 4.1.1.6 | He will have to provide support to BHEL Site for 'periodic health check-up', 'Tree plantation' and other 'Environment management program' being organized by BHEL. |
| 4.1.1.7 | He will generally carry out all routine works as specified in the Factories Act 1948/BOCW Act 1996 and its rules and as per other statutes applicable for construction sites. |
| 4.1.1.8 | He will be required to co-ordinate for any other work/activity as required by BHEL in order to meet customer requirement in maintaining HSE Standards. |
| 4.1.1.9 | He will be required to generate periodic HSE report, Incident reports, Job Safety Analysis, Work permits, Non-conformance reports, communication with sub-contractors, customer and statutory authorities. Most of the documents are prepared in English in personal computer. |
| 4.1.1.10 | He will be responsible for investigation into any incident in his area of work including near miss. |
| 4.1.1.11 | He will visit the Labour colony regularly for checking HSE compliance there as well. He will be responsible for checking hygiene level at work place and residential accommodation as well and help take corrective measures. |
| 4.1.1.12 | If called for, he will administer First-aid or CPR to victim expeditiously and take further course of action including taking victim to Medical Centre. In case of fire and other emergency, he will operate the fire extinguishers, if called for and help take appropriate corrective and preventive measures like fighting fire or evacuation of people or materials etc. |
| 4.1.1.13 | He will provide necessary support to site management during Internal/External HSE Audits as and when conducted against ISO-14001-2015 and ISO-45001-2018 standards or as revised from time to time or any other standard like OSHA. |
| 4.1.1.14 | Overseeing the total HSE functions at site, under the guidance /supervision of BHEL Engineer. Apprise Head (HSE) at PSER-HQ, Kolkata on all matters pertaining to respective site HSE. |
| 4.1.1.15 | Help to ensure good house-keeping, appropriate scrap disposal, appropriate storage and conservation of materials particularly hazardous and/or perishable goods. |
| 4.1.1.16 | Co-ordination of conducting monthly safety day, national safety day, HSE promotions through posters and other form of communications and programs |
| 4.1.1.17 | Generation of all reports on computer including uploading, if called for. Any other work assigned from time to time in respect of HSE issues related to the respective site. |
| 4.1.1.18 | Drawing up monthly HSE activity plan in line with HSE plan and strictly following the same |
| 4.2 | GENERAL SCOPE OF WORK FOR HSE SERVICES |
| 4.2.1 | To emphasize accident prevention, Contractor shall participate in planning prior to start of major and critical work executions pertaining to the scope of work as detailed above. Contractor shall carry out checks to ensure that safety have been met. A protocol will also be made by BHEL, other contractors (doing execution as per work awarded to them by BHEL) and Contractor in each case. Suggestions for short term |

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| | and long term remedial measures as a part of development effort should invariably be forthcoming. BHEL /its sub-contractors (other executing contractors) shall consult contractor in advance in this regard. |
| 4.2.2 | Contractor shall provide necessary support services to BHEL site management in preparation for ISO /TQM audits/ HSE activities. Inspection documents/ results shall be retained/stored by contractor in such a manner that the same can be produced as quality documents during ISO/TQM/HSE audits at site. |
| 4.2.3 | Contractor shall co-ordinate with the customer for carrying out joint inspection/checks wherever applicable and clearing of customer hold points. Necessary co-ordination with BHEL and its other sub-contractors/its follow-up will also have to be done by the contractor. |
| 4.2.4 | Contractor shall arrange group linked insurance policies for all of their safety officers / senior safety officers, who may be deputed at different BHEL PSER sites as per provision of GCC (Vol-I of tender document). |
| 4.2.5 | In case, the contractor fails to provide safety officer/senior safety officer in time (due to absence of contractor's person at site) BHEL's competent authority will have option to carry out the same by other suitable agency. Additional cost of such deployment together with BHEL's overhead charges will be borne by contractor, which shall be adjusted from any sum payable to the contractor. |
| 4.2.6 | The contractor shall provide each of its safety persons a laptop and a smart phone (with unlimited calling & internet facility) with camera and for the day to day official work of the safety person at its own cost. Each safety official should be having their own laptops & smart phones and sharing of these are not allowed. Safety personnel should also have raincoat, gumboot, safety shoe, goggles, binocular, torchlight and enough other welfare support as they will be required to work at odd hours and face adverse climate at site. No additional payment will be made by BHEL on account of that. |
| 4.2.7 | Some of the projects mentioned above in clause no 3.0 are Hydro projects. Some of the hazards at hydropower stations differ from those at thermal power stations or commercial installations. Hydropower stations typically have limited access and no natural lighting. Lower floors are often below the outside water level, and many are underground. Persons to be deputed at that hydro projects should not only be accustomed to work in this environment, but also to ensure necessary safety precautions for others. |
| 4.2.8 | Punatsangchhu-I & II Hydro Electric Projects are in Bhutan. For this, the persons, to be engaged should have valid passport (minimum validity at the time of joining should be 6 months) and/or Voter Identity Card issued by Election Commission of India. The documents are to be carried in original by the personnel for verification by customer. |
| 4.2.9 | Persons to be engaged at Punatsangchhu-I & II Hydro Electric Projects, Bhutan must be fluent in English in reading, writing & speaking. BHEL has the right to reject the candidates on the basis of this. |
| 5.0 | TENTATIVE DEPLOYMENT PERIOD AT PROJECT SITES |
| 5.1 | The tentative requirement and deployment period of Safety officer / Senior Safety officers at various project sites are mentioned in clause no. 13.6. However actual deployment to be decided after placement of LOI and as per actual project requirement and accordingly work orders shall be issued for the respective project sites with the intimation of duration of work order. Minimum deputation of safety officer / senior safety officer is 1 (one) man-month. |
| 5.2 | <u>FIELD HSE SERVICES</u> Number of Safety Officers/ Senior Safety Officers & Period of deployment should be as per man month mentioned in the work order issued against any specific BHEL PSER project site. However, the number of requirement of Safety officers/ Senior Safety Officers & deployment period may vary time to time as per project requirement. |
| 5.3 | Bidders to note that for the personnel identified for deputation at any project site against the issued site specific work order; detailed Bio-data along with all supporting documents of those personnel has to be submitted to BHEL-PSER-HQ/HSE deptt. within 7 days from date of issue of work order. Man-power shall |

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| | be deployed at site against approval and clearance of BHEL-PSER-HQ/HSE authority after scrutiny of bio-data, work experiences and necessary interview, if required. |
| 5.4 | Provision for extension: |
| | There will be provision for extension of contract period against individual site specific work order as per site requirement but within the validity period of Rate contract. |
| 6.0 | SPECIAL CONDITIONS OF CONTRACT |
| 6.1. | 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. All other charges for use of any additional facility shall be borne/paid by contractor. |
| 6..2 | BHEL shall provide free of charges, furnished bachelor accommodation (single room/ twin sharing basis) as available at the site (including free electricity and water supply) and vehicle facility on sharing basis for attending site duty. |
| 6.3 | The contractor has to arrange for medical facilities and necessary insurance facilities for his Safety Officers / Senior Safety Officers posted at site at their cost. The contractor shall be allowed to use BHEL mess facility on chargeable basis. |
| 6.4 | Contractor shall arrange and keep all applicable latest IS codes/standards required for above jobs for ready reference. |
| 6.5 | All data/findings obtained from this work shall become the property of BHEL. This cannot be published/utilized by anyone/ Contractor without written permission of competent authority of BHEL. Safety officers / Senior Safety Officers 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. |
| 6.6 | Sub-letting of jobs within the agreed scope of work, in any way is not permitted. |
| 6.7 | 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. |
| 6.8 | BHEL reserves the right to make final decisions on rejections of the personnel deployed by the Contractor in case of unsatisfactory performance and such decisions shall be binding on Contractor and become conclusive. |
| 6.9 | 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 Contractor. BHEL reserves the right to short close the contract/reduce the deployed safety personnel upon giving 30-day 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. For this purpose man month will be considered as 30 days. |
| 6.10 | Safety personnel posted at any site against any particular site specific work order shall not move outstation without the prior permission of Site in Charge / Construction Manager 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 BHEL Site Construction Manager or HOD HSE/PSER-HQ, the contractor shall have to provide HSE services by deputing his personnel. Expenses incurred by the visiting personnel in this regard will be reimbursed in the following manner. |

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| | <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 & Daily allowances @ Rs.250/- per day</p> <p>d) Outstation lodging charges @ maximum 1500/- per day (Applicable with written instruction of BHEL Site Safety HOD & 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 Contractor's HSE Personnel outside BHEL site shall be subject to the prior approval of BHEL Site Construction Manager or HOD HSE/ PSER-HQ and the same shall be submitted with their bills/invoice for payment.</p> | |
| 6.11 | Contractor 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 officers /senior safety 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. | |
| 6.12 | It is the sole responsibility of the contractor to ensure the safety officers / senior safety Officers against accident and injury while at work. | |
| 6.13 | BHEL reserves the right to discontinue the deployment of Safety Officer / Senior Safety Officer at any particular site or all together with 15 days' notice, in case the performance of the concerned officer is found unsatisfactory. No further payment shall be made against deployment of unacceptable Safety Officer/ Senior Safety Officer. Replacement of such persons will have to be arranged by contractor within 15 days. | |
| 6.14 | Rate/Price schedule for deployment of Contingent/Additional Manpower at Project sites. | |
| 6.14.1 | Contractor shall deploy contingent/additional manpower to any sites of BHEL PSER within 15 days' notice period against written intimation from BHEL Site Construction Manager / BHEL-PSER-HQ-HSE deptt. Payment for such contingent/additional manpower will be made as per accepted rate schedule. The derived rate shall remain firm throughout the original & extended contract period. Consideration of man month will be based on attendance sheet, which will be effective after reporting to BHEL site. Journey period will not be considered within man-month. Minimum deputation period is 1 (one) man-month at any site. However, in clause no. 13.6 of this document , the term under "project site" column having description "Misc. other sites-L1" & "Misc. Other sites-L2" shall also include short duration projects sites like Overhauling, Renovation & Modernization etc. in Power Plant Projects. | |
| 7.0 | QUALIFICATION OF SAFETY PERSONNEL | |
| 7.1 | QUALIFICATION OF SENIOR SAFETY OFFICER | |
| 7.11 | Minimum Academic Qualification (Either of Option-I or Option-II will be considered): | |
| | <u>Option-I:</u> <p>a. Must be a Degree/ Diploma holder in Engineering or Technology from any institute recognized by AICTE. (No correspondence course/open university certificate is acceptable)</p> <p style="text-align: center;">AND</p> <p>b. Must have completed successfully one-year Post/ Advanced Diploma (two semesters with 5-7 subjects in each semester, provision of separate papers on theory, project & practical in curriculum)/ Degree in Industrial Safety with construction safety as one paper (elective subject) from any institute recognized by SCTE & VT/ AICTE. (No correspondence course/open university certificate is acceptable)</p> | |
| | <u>Option-II:</u> (This qualification is subject to acceptance of respective customer at site). | |

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| | Must be a Degree holder in Fire & Safety Engineering from any institute recognized by AICTE. (No correspondence course/open university certificate is acceptable). |
| 7.12 | Post Qualification (Engineering) Experience for Senior Safety Officer: (BHEL's decision is final) |
| | Min. six (6) years (for candidates having Degree in Engg.) / nine (09) Years (for candidates having Diploma in Engg.) of experience in a supervisory capacity at building or other construction sites, |
| 7.13 | QUALIFICATION OF SAFETY OFFICER |
| 7.14 | Minimum Academic Qualification (Either of Option-I or Option-II will be considered): |
| | <u>Option-I:</u> a. Must be a Degree/ Diploma holder in Engineering or Technology from any institute recognized by AICTE. (No correspondence course/open university certificate is acceptable) AND b. Must have completed successfully one-year Post/ Advanced Diploma (two semesters with 5-7 subjects in each semester, provision of separate papers on theory, project & practical in curriculum)/ Degree in Industrial Safety with construction safety as one paper (elective subject) from any institute recognized by SCTE & VT/ AICTE. (No correspondence course/open university certificate is acceptable) |
| | <u>Option-II:</u> (This qualification is subject to acceptance of respective customer at site). Must be a Degree holder in Fire & Safety Engineering from any institute recognized by AICTE. (No correspondence course/open university certificate is acceptable). |
| 7.15 | Post Qualification (Engineering) Experience for Safety Officer: (BHEL's decision is final) |
| | Min. two (2) years (for candidates having Degree in Engg.) / Five (05) Years (for candidates having Diploma in Engg.) of experience in a supervisory capacity at building or other construction sites, |
| 7.2 | <u>Language:</u> The candidate must be conversant in English, Hindi and preferably local language of the place of posting. However, all reports and written communications shall be in English only. <u>Age and health:</u> The candidate shall have sound health to withstand tough site conditions and extreme weather. The candidate shall not be older than 50 years. The candidate will be allowed to join at site on successful completion of medical check-up at site and found fit by BHEL site/ customer. However, in some cases, BHEL may also ask to submit medical check-up certificate in BHEL format, even before approval of CV. |
| 7.3 | All the qualifications & experiences shall be reckoned from the date of deployment of HSE Engineer at PSER Site. Any relaxation in Qualifications/experiences will not be allowed in any case. Prior to the deployment, a CV of a candidate must be submitted with a covering letter by the agency (certifying that the candidate has been interviewed and all supporting docs verified) along with all supporting documents (w.r.t. qualification & experience) to Head (HSE), Site/ PSER-HQ for approval. If approved, the candidate shall be deployed to the site within the stipulated time. The candidate shall produce all originals of the qualification & experience certificates at the site for verification. Any mismatch will render the approval rejected. Site/ HQ may conduct interview of the candidate through VC during verification of CV. Also, during verification of CV, if BHEL desires verification of credentials from the institute(s)/ organization(s), where candidate has acquired qualification/ experience, it is to be done by the agency, without any cost implication to BHEL. |
| 8.0 | VALIDITY OF RATE CONTRACT & PROVISION FOR FURTHER EXTENSION |
| 8.1 | The contract period of HSE services for the above scope of Rate Contract is for a period of 24 (Twenty-Four) months from the date of issue of LOI. However, this contract may further be extended for a maximum period of another 3 (three) months at the same rate, terms and conditions at the discretion of BHEL. |

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| | BHEL reserves the right to terminate the service contract at any time in case the service provided by the agency is found unsatisfactory (as mentioned in clause no- 22) |
| 9.0 | MOBILISATION |
| 9.1 | Bidder shall mobilize the manpower and start the work at any particular BHEL-PSER site within 15 days from the date of issuance of site specific work order from BHEL PSER HQ. |
| 9.2 | Deployment Procedure (for Bhutan) |
| 9.2.1 | After clearance of CV, candidate need to submit notarized copies of all educational qualifications to BHEL for issuance of approval order by Royal Government of Bhutan (RGoB). After receipt of approval order, candidate need to move to Bhutan with all qualification & experience documents, voter id/ passport (in original) along with notarized documents. Presently, it also involves clearance towards medical, quarantine and immigration etc. at the time of entry to Bhutan. |
| 10.0 | MOBILISATION ADVANCE/IBRA |
| 10.1 | Not Applicable. |
| 11.0 | PRICE VARIATION CLAUSE / RATE REVISION |
| 11.1 | Not Applicable. |
| 12.0 | OVER RUN CHARGE |
| 12.1 | Not Applicable. |
| 13.0 | MODE OF EVALUATION & CONTRACT AWARDING |
| 13.1 | Bidder shall quote their total price as per Volume-III, price schedule for total scope of work in line with scope Matrix 13.6. Evaluation shall be done on lowest total quoted price. Individual item rate, as applicable, shall be derived accordingly from the total quoted price. |
| 13.2 | <p>BHEL reserves the right to split the orders between L1 and other qualified bidders excluding the H1 (except in the case of two qualified bidders) bidder.</p> <p>Splitting shall be done between 02 (two) bidders (Including L1) as per scope matrix mentioned in clause 13.6 after getting L2/L3/L4 ...but except H1 (except in the case of two qualified bidders) bidder's acceptance of the counter offered L1 price. If none of the bidder matches L1 price, then 100% job shall be awarded to L1 bidder. Sequence of counter offer shall be as per their respective ranking.</p> |
| 13.3 | Quantities of the various items mentioned in the price schedule (Volume-III) are approximate, based on very preliminary requirement of Projects and may vary to any extent or to be deleted altogether. The accepted rates of each item will remain firm throughout the period of execution , for reasons whatsoever, as long as variation in the total value of the work executed under any part of the this contract, remains within +/- 30 % (Thirty percent) of the awarded price/ volume of scope as per LOI/ WO. |
| 13.4 | Evaluation shall be done on lowest total quoted price for all the items for all the sites. Individual item rate shall be derived accordingly from total quoted price. After acceptance of rates of L1 bidder for below mentioned projects, the same shall be counter offered to other bidders as above for balance mentioned project sites as per allocation defined in the scope matrix 13.6. After getting bidder's acceptance of the counter offered L1 price, order for remaining project sites shall be placed as per scope matrix 13.6. |

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| | Following sites will be offered to L1 Bidder: Sagardighi, NPGCL FGD & Boiler Modification, BRBCL FGD, North Karanpura (Main Plant), Bongaigaon, Punatsangchu-I & II, Loktak, Rourkela, Suratgarh, Misc Other Sites-L1 Following Sites will be offered to other Bidder (Bidder accepted the counter offered L1 price): Barh FGD, Barh PCP, Kahalgaon FGD, North Karanpura (FGD), Panchet, Teesta 6, Rammam Stage 3, Tata Power/ IEL Jamshedpur, Misc Other Sites | | | | |
| 13.5 | Detailed Work Order shall be placed against respective project site as per scope matrix mentioned below. | | | | |
| 13.6 | | Project Site | Safety Officer (man month) | Senior Safety Officer (man month) | Will be offered to L1 (say A) and the Other Bidder, accepted the counter offered L1 price (say B) |
| | Sagardighi | 48.00 | 24.00 | A | |
| | NPGCL FGD & Boiler Modification | 53.81 | 11.45 | A | |
| | BRBCL FGD | 48.00 | 24.00 | A | |
| | Barh FGD | 48.00 | 13.55 | B | |
| | Barh PCP | 20.90 | 0.00 | B | |
| | Kahalgaon FGD | 48.00 | 45.55 | B | |
| | North Karanpura (Main Plant) | 206.71 | 50.35 | A | |
| | North Karanpura (FGD) | 96.00 | 48.00 | B | |
| | Panchet | 20.45 | 0.00 | B | |
| | Bongaigaon | 11.45 | 0.00 | A | |
| | Punatsangchu-I & II | 24.00 | 0.00 | A | |
| | Teesta 6 | 11.55 | 0.00 | B | |
| | Rammam Stage 3 | 17.55 | 0.00 | B | |
| | Loktak | 17.55 | 0.00 | A | |
| | Rourkela | 4.45 | 0.00 | A | |
| | Suratgarh | 5.45 | 0.00 | A | |
| | Tata Power/ IEL Jamshedpur | 48.00 | 00.00 | B | |
| | Misc Other Sites-L1 | 2.00 | 2.00 | A | |
| | Misc Other Sites-L2 | 2.00 | 2.00 | B | |
| | Total | 733.87 | 220.90 | | |
| | Total (Rounded up) | 734.00 | 221.00 | | |
| | 14.0 | WORKING HOURS/ LEAVES | | | |

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| 14.1 | General working hours will be as per prevailing work practice at site which is around 10-12 hrs. daily on working days of the week except Sunday and Holidays. However, in special cases work may continue round the clock, or may continue on Sundays/holidays for which availability of HSE officer is essential. No extra payment will be made for working beyond normal working hours. No compensatory off/leave will be granted in case of working on Sundays/holidays/extended hours. |
| 14.2 | In addition to Sundays or holidays observed by BHEL site, Casual leave will be admissible for personnel posted at any site on full time basis subject to maximum 10 days in a calendar year or on pro rata basis for each safety officer / senior safety officer. BHEL shall not pay during the period of earned leave/sick leave to be availed by contractor's personnel. However, if earned leave/sick leave exceeds 7 days in any one stretch, the contractor will have to make suitable alternative arrangements. For any leave other than casual leave as mentioned above, pro-rata deduction shall be made on monthly bill by BHEL site. If any person is leaving site on resignation, replacement shall be made within 15 working days otherwise a penalty of Rs. 300/- (Rupees three hundred only) per day starting from 1 st day of absence, will be imposed. |
| 14.3 | Bidder have to provide HSE services on a continuous (daily) basis. In the event of the bidder not providing the required services on any day or for any period, pro rata recovery shall be made from the contractor's monthly RA bills for this period. For this purpose, i.e. for deduction or part payment, if any, each man month will be considered to be 30 days. No recovery will be made for casual leave up to 10 days in a calendar year for each safety officer/ Senior safety officer. |
| 14.4 | In case of imposition of any penalty on BHEL by Customer or any authority for reasons attributable to the bidder, the same shall be deducted on Back to back basis. |
| 15.0 | TERMS OF PAYMENT & PAYING AUTHORITY |
| 15.1 | <p>Subject to any deduction which BHEL may be authorized to make under the contract, payment shall be made on the certification of the BHEL engineer at site, as explained hereunder:-</p> <p>For all items of work as per vol.-III, rate/price schedule, the monthly interim payment shall be limited to 95% of the gross value of interim bill (RA bills) on item rate basis. All admissible recovery / adjustments etc. shall be made from the interim payable amount. Bidder shall raise monthly RA Bill at sites with all the details required by BHEL within 5th day of next month covering list of services rendered in all respects and areas up to last day of the calendar month and payment shall be made from sites based upon derived rates as per the price schedule (vol-III). RA Bill shall be accompanied with list of services rendered during the month (certified by BHEL Engr.)</p> <p>BHEL Site in-charge/Construction Manager shall be the paying authority cum controlling officer for contractual dealing of the site against individual site specific work order issued by BHEL-PSER HQ.</p> <p>For Bhutan site, bill is to be submitted at site and payment of Indian bidders will be made from BHEL/ Kolkata office.</p> <p>Contractor's RAB invoices shall be accompanied by report for details of man-days deployment, out station duty etc., duly signed by BHEL Site HSE Engineer. Payment shall be made after 45 days of receipt of correct GST complied invoice along with all required documents at BHEL site office. Payments will be made as per rates derived by apportioning the finally accepted total price of L1 bidder. Contractor shall nominate one of their safety officers/ senior safety officers, deployed at a specific site, for contractual dealings/payment purpose etc. for that site and power of attorney shall be issued in his name. All payments shall be made from BHEL site office.</p> <p>The balance 5% payment shall be made along-with final bill which shall be released on completion of site specific individual work order issued against main contract. Smooth closing / winding up of safety services and certification of the BHEL site in-charge is pre compulsion for the same.</p> |
| 16.0 | EXTRA WORK |
| | There is no provision of any extra work in this contract /package. |
| 17.0 | GUARANTEE |

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| | Not Applicable. |
| 18.0 | TAXES AND DUTIES |
| 18.1 | All taxes excluding GST (as specified elsewhere in this clause) & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. 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. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements. |
| 18.2 | GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price. |
| 18.3 | Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work. |
| 18.4 | Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end. |
| 18.5 | TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills. |
| 18.6 | TDS under GST shall be deducted as per prevailing GST rules from the bills. |
| 18.7.1 | You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable. |
| 18.7.2 | In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required. |
| 18.7.2.1 | TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted. |
| 18.7.2.2 | Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice. |
| 18.7.2.3 | 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. |
| 18.7.3 | 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. |
| 18.7.4 | 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. |
| 18.7.5 | You shall comply with all statutory amendment/notifications in this respect. |
| 18.8 | 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. |

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| | <p>BHEL GSTN – Refer attached GSTN code table of BHEL.</p> <p>Name - BHARAT HEAVY ELECTRICALS LIMITED</p> <p>Address - Shall be intimated later.</p> <p>Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.</p> |
| 18.9 | <p>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.</p> <p>Portal address and Email address – Shall be intimated later.</p> <p>Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.</p> |
| 18.10 | <p>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.</p> <p>The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.</p> |
| 18.11 | <p>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.</p> |
| 18.12 | <p>Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice.</p> <p>If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.</p> |
| 18.13 | <p>Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.</p> |
| 18.14 | <p>Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act, and the same is available to BHEL in FORM GSTR-2A/2B electronically through the common portal.</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> |
| 18.15 | <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 & 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> |

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| 18.16 | 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. |
| 18.17 | 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. |
| 18.18 | TAXES AND DUTIES (for Bhutan) |
| 18.18.1 | All taxes, charges, royalties, duties, octroi etc. and other taxes in Bhutan for materials obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra. Any increase of the rate of the existing taxes at any stage during execution of the contract shall have to be borne by bidder. |
| 18.18.2 | Bidder has to make your own arrangement at his cost for completing the formalities, if required, with the Customs & Other Statutory authorities in India or in Bhutan, for bringing its materials, plants and machinery/Manpower etc. at site. |
| 18.18.3 | Vide Public Notification no: DRCff AX-A&URN15/241 0 dated March, 11, 2011, issued by Royal Government of Bhutan, Ministry of Finance, Tax shall be deducted from Bidder under limited Tax Liability for Construction, logging work, transportation, management Contracts, Consultancy including other professional Services and Supplies. The Tax shall be deducted at the rate of 3% on the Gross Amount and shall be treated as Final. Clause. No. 18.20, chapter 3, General Provisions of Income Tax Act, 2001 shall be read with clause no- 2.2.3 of the tax deduction at source (third edition). |
| 18.18.4 | Bidder is required to comply with these laws & acts and other relevant provisions particularly with reference to the taxes and duties. BHEL shall not be held responsible for non-compliance of any laws & acts in Bhutan. |
| 18.18.5 | The Royal Govt. of Bhutan (RGoB) shall receive from the Bidder royalty for the timber, boulders, aggregates and other Construction materials, if required from Bhutan for the Project. |
| 18.18.6 | Apart from the GST Clauses as mentioned in the clause no.18.1 to 18.17 above, bidder has to comply with all the GST Clauses as mentioned in GST Act & Rules thereunder w.r.t. supply of Goods/Services outside India. As Export of goods and services are zero rated under GST, No separate GST shall be paid for Goods Supplied/Services rendered in Bhutan. |
| 19.0 | SECURITY DEPOSIT AND PERFORMANCE BOND |
| 19.1 | Security Deposit shall be collected against site specific work order depending on respective Contract value. |
| 19.2 | Other Terms & conditions for Security Deposit shall be as per GCC (Vol-I). |
| 19.3 | Performance bond is not applicable for the tender. |
| 20.0 | LIQUIDATED DAMAGES: |
| 20.1 | Liquidated damages shall be applicable as per relevant clause of GCC (Vol-I) |
| 21.0 | CONTRACT OPERATION |
| 21.1 | After placement of LOI, individual site specific work order will be issued from BHEL-PSER-HQ. Contractor shall deploy manpower at different sites in line to the work order as issued. |

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| | Contractor shall also nominate one of their senior employees as overall coordinator of the agency for contractual dealings/payment purpose etc. for all the sites of under the purview of their operation. |
| 22.0 | PERFORMANCE MONITORING |
| | Performance of the contractor shall be monitored as per attached Annexure-III. Reports shall be received month wise from site against each individual site specific work order and the same shall be communicated to contractor. BHEL reserves the right to terminate the contract in case the performance of the contractor is not satisfactory (i.e. Below 60%), without any further reference. |
| 23.0 | HSE |
| 23.1 | Bidder has to follow HSE norms at project site during execution of entire contract period and the applicable HSE norms are noted in Tender Document for HSE norms having Document Title: Health, Safety and Environment Plan for Site Operation by Subcontractors |
| 24.0 | GENERAL |
| 24.1 | Any terms & conditions not mentioned in VOL-II F of tender document, shall be as per GCC (Vol-I) of tender document. |

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ANNEXURE-I
FORMAT FOR FURNISHING CV (HSE)

AGENCY: _____

PROJECT TO BE DEPLOYED IN: _____

POSITION: HSEO

A. PERSONAL DETAILS:

1. **Name:** _____

2. **Father'sName:** _____

3. **Date of Birth:** _____ **Age (Yrs):** _____

4. **Permanent Address:** _____

5. **.Present Address:** _____

6. **Cell:** _____ **Land:** _____ **email id:** _____

7. **Health Details as per format : Attached/ not attached**

B. ACADEMIC DETAILS: (Only technical Degree/ Diploma qualification to be recorded)

| Sl no | Course with stream | Year of Passing | % Score-final | class | Institute/ location/state | Recognised by/affiliated to |
|-------|--------------------|-----------------|---------------|-------|---------------------------|-----------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

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| | | | | | | |
|--|--|--|--|--|--|--|

C. PG Safety Qualification Details:

| Sl no | Course | Duration | | | Institute | Recognised by/affiliated to |
|-------|--------|----------|----|------------|-----------|-----------------------------|
| | | From | To | Time in yr | | |
| | | | | | | |
| | | | | | | |

D. FIRST-AID TRAINING, ISO-14001 & ISO-45001 AND OTHER SPECIAL HSE RELATED TRAINING DETAILS:

E. EXPERIENCE:

| SL NO | | 1 | 2 | 3 |
|-----------------------|-----------------------|---|---|---|
| AGENCY | | | | |
| CLIENT | | | | |
| POSITION | | | | |
| POWER PROJECT DETAILS | NAME | | | |
| | LOCATION | | | |
| | CAPACITY X NO OF UNIT | | | |
| | CONSULTANT | | | |
| | OWNER | | | |
| | JOB DURATION | | | |

| | | |
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F: COMPUTER KNOWLEDGE DETAILS:

G. ANY OTHER DETAILS RELATED TO QUALIFICATION AND EXPERIENCE:

ENDORSED BY AUTHORISED SIGNATORY OF AGENCY:

(SIGN OF THE CANDIDATE)

SEAL AND DATE:

DATE:

A copy of photo-identity card issued by any Govt agency, marksheet, certificate and other testimonials in support of Identity, Date of Birth, Academic Qlfn, Technical Qlfn, Experience must be submitted along with CV

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ANNEXURE-II
FORMAT FOR FURNISHING HEALTH-CHECK UP DETAILS

NAME:

AGE:

SEX:

| | | | |
|---|-----------------------------|--------------------|-----------|
| History Of Past Illness | H/O Epilepsy | | |
| | H/O Drug Allergy | | |
| | H/O Diabetics/ Hypertension | | |
| | H/O Unconsciousness | | |
| EXAMINATION | | OBSERVATION | |
| <u>General Physical Examination</u> | | | |
| Height | : | | |
| Weight | : | | |
| BMI | : | | |
| Built And nourishment | : | | |
| Pallor | : | | |
| Temperature | : | | |
| Chest Expansion | : | Inspiration | Expansion |
| Lymph Node Enlargement | : | | |
| <u>Ear, Nose, Throat :</u> | | | |
| Ear | : | | |
| Nose | : | | |
| Throat | : | | |
| <u>Cardiovascular System Examination :</u> | | | |
| Inspection | : | | |
| Palpation | : | Pulse | BP |
| Auscultation (Heart Sounds) | : | | |
| <u>Respiratory System :</u> | | | |

| | | |
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| Inspection | : | Respiratory Rate |
| Palpation: | : | |
| Percussion | : | |
| Auscultation (Breath Sounds) | : | |
| <u>Examination of Abdomen</u> | : | |
| Inspection | : | |
| Palpation | : | |
| Auscultation (Bowel Sounds) | : | |
| Any Other | : | |
| Clinical Impression | | |

Signature of the examining doctor

Seal with Registration Number

| | | |
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ANNEXURE-III
FORMAT FOR PERFORMANCE MONITORING

| Sl. No. | Parameter of measurement | U O M | Weightage | Scale of Response | | | | | | Score Obtained | Remarks |
|---------|--|-------|-----------|-------------------|-------|-------|-------|-------|--------|----------------|---------|
| | | | | 0 | 1 | 2 | 3 | 4 | 5 | | |
| (A) | PERFORMANCE (Performance of each individual safety officer is to be measured in all of the parameters separately and then average of the same is to be filled up) | | | | | | | | | | |
| 1.01 | Assisting BHEL in liaising with local authority/ statutory authority/local facilities as & when required. | % | 1.5 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.02 | New workers provided with HSE induction training. | % | 2 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.03 | Conductance of job specific training programs, mock drills, fire drills as per monthly HSE activity plan. | % | 4 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.04 | Periodic inspection of all PPEs, safety equipment, T&Ps, illumination, FA box etc. as per BHEL checklist and maintenance of record. | % | 4 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.05 | Coordination with Medical Centre for Pre-job and regular health check-up of | % | 2 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |

| | | | | | | | | | | | |
|------|---|---|---|-----|-------|-------|-------|-------|--------|--|--|
| | workers (actual vs required) | | | | | | | | | | |
| 1.06 | Preparation of monthly site HSE activity plan, cascading down the same to agencies and finally ensuring compliance of activities as per plan | % | 2 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.07 | Implementation of work permit system as per BHEL HSE plan, inspection of work area prior to start of work & all related documentation. | % | 3 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.08 | Organizing HSE promotion activities like Tool Box talk, pep talks, Monthly HSEcelebration, Periodic HSE review, putting up educative posters and banners,organizing house-keeping drive, walk-through by top officials, periodic health campsetc. | % | 4 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.09 | Checking labour welfare measures both at site and at labour colony and monitoring compliances. | % | 2 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.10 | Managing environmental programssuch as tree plantation, environmental impact assessments, waste disposal, storage andhandling of chemicals, display | % | 2 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |

| TENDER NO – PSER:SCT: PSER:SCT:MIS-Q2209:23 | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|---------------|--|--|
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| | of MSDS and ensuring legal compliance. | | | | | | | | | | |
|---------|---|-------|-----------|-------------------|-------|-------|-------|-------|--------|----------------|---------|
| 1.11 | Conductance of HSE inspection on daily basis, recording and analysis of observations, categorization, reporting and following up closure of observations. | % | 3 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.12 | Coordination of internal/external HSE audits, following up closure of audit observations | % | 3 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| Sl. No. | Parameter of measurement | U O M | Weightage | Scale of Response | | | | | | Score Obtained | Remarks |
| | | | | 0 | 1 | 2 | 3 | 4 | 5 | | |
| 1.13 | Nos. of days of delay in submission of incident reports, investigation reports to HSE Dept., BHEL/PSER-HQ | Nos. | 2 | >8 | 7-8 | 5-6 | 3-4 | 1-2 | 0 | | |
| 1.14 | Conductance of risk assessment/ hazard spotting exercises, preparation JSA, HIRA, Method statement etc. as per site job requirement. | % | 1.5 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.15 | Preparation of various HSE reports, statistics & presentations as per BHEL requirement and submitting to competent authorities in time. | % | 2 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.16 | Administering First-aid or CPR to victim, Operating fire extinguishers and | % | 1.5 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |

| | | | | | | | | | | | |
|------------|--|------|-----------|-----|-------|-------|-------|-------|--------|--|--|
| | handling emergency situations | | | | | | | | | | |
| 1.17 | Coordinating any other activity as required by BHEL in order to meet customer HSE requirements. | % | 1.5 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 1.18 | Nos. of days delayed in submission of running bills with complete supporting documents for the month. | Nos. | 1 | >12 | 11-12 | 9-10 | 7-8 | 5-6 | <5 | | |
| 1.19 | Nos. of times top management of contractor did not respond to critical issues of site for the month | Nos. | 2 | ≥ 1 | NA | NA | NA | NA | <1 | | |
| 1.20 | Total nos. of days in the month works were stopped/ refused on interpretation of contract clauses/ scope due to tendency of taking undue advantage by interpreting contract clauses in their favor | Nos. | 1 | ≥ 1 | NA | NA | NA | NA | <1 | | |
| | TOTAL (A) | | 45 | | | | | | | | |
| (B) | RESOURCES | | | | | | | | | | |
| 2.01 | Man-days of availability of HSE Officers (actual vs required) | % | 40 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |
| 2.02 | Quarterly visit by senior management level personnel of the agency to ascertain the quality of jobs performed by their site personnel (actual vs required) | % | 5 | <20 | 20-40 | 41-60 | 61-70 | 71-90 | 91-100 | | |

| | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|---------------|--|--|
| TENDER NO – PSER:SCT: PSER:SCT:MIS-Q2209:23 | | | | | | | | | | | |
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| | | | | | | | | | | | |
|------------|---|------|------------|-----|-------|------|-----|-----|----|--|--|
| | TOTAL (B) | | 45 | | | | | | | | |
| (C) | SITE FINANCE | | | | | | | | | | |
| 3.01 | Nos. of days delayed in making payment and providing other welfare measures to the safety officers for the last month | Nos. | 10 | >12 | 11-12 | 9-10 | 7-8 | 5-6 | <5 | | |
| | TOTAL (C) | | 10 | | | | | | | | |
| | TOTAL (A+B+C) | | 100 | | | | | | | | |

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

| | | |
|-----|---|---|
| Sub | No Deviation Certificate. | |
| Job | Rate Contract for Providing Safety Services Personnel for effective implementation of Health, Safety and Environment Management System at different Project Sites (Including Hydro Projects) of BHEL Power Sector Eastern Region, situated in different states and UTs of India and in territorial country Bhutan as per requirement. | |
| Ref | 1.0 | Tender no PSER:SCT:MIS-Q2209:23 |
| | 2.0 | BHEL's NIT, vide reference no. PSER:SCT:MIS-Q2209:9757 Date: 10-03-2023 |
| | 3.0 | BHEL's TCN-01, vide reference no PSER:SCT:MIS-Q2209:23:TCN-01, dated 18-03-2023 |
| | 4.0 | BHEL's TCN-02, vide reference no PSER:SCT:MIS-Q2209:23:TCN-02, dated 22-03-2023 |
| | 5.0 | All other pertinent issues till date. |

Dear Sirs,

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

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

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

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

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