

# **TENDER SPECIFICATION**

## **YTPS: SCT: 202110-63**

**“Framework Agreement (Rate Contract) for Providing Services of  
Construction Safety Personnel”**

**At**

**5x800MW Yadadri TPS**

**VOLUME – I BOOK – I**



**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)  
Power Sector – Southern Region

BHEL Site Office  
5x800MW Yadadri TPS  
Damarcherla (M), Nalgonda (D)  
PIN – 508355  
Telangana

**TECHNOCOMMERCIAL BID - Consists of Book - I**

**Book - I Consists of**

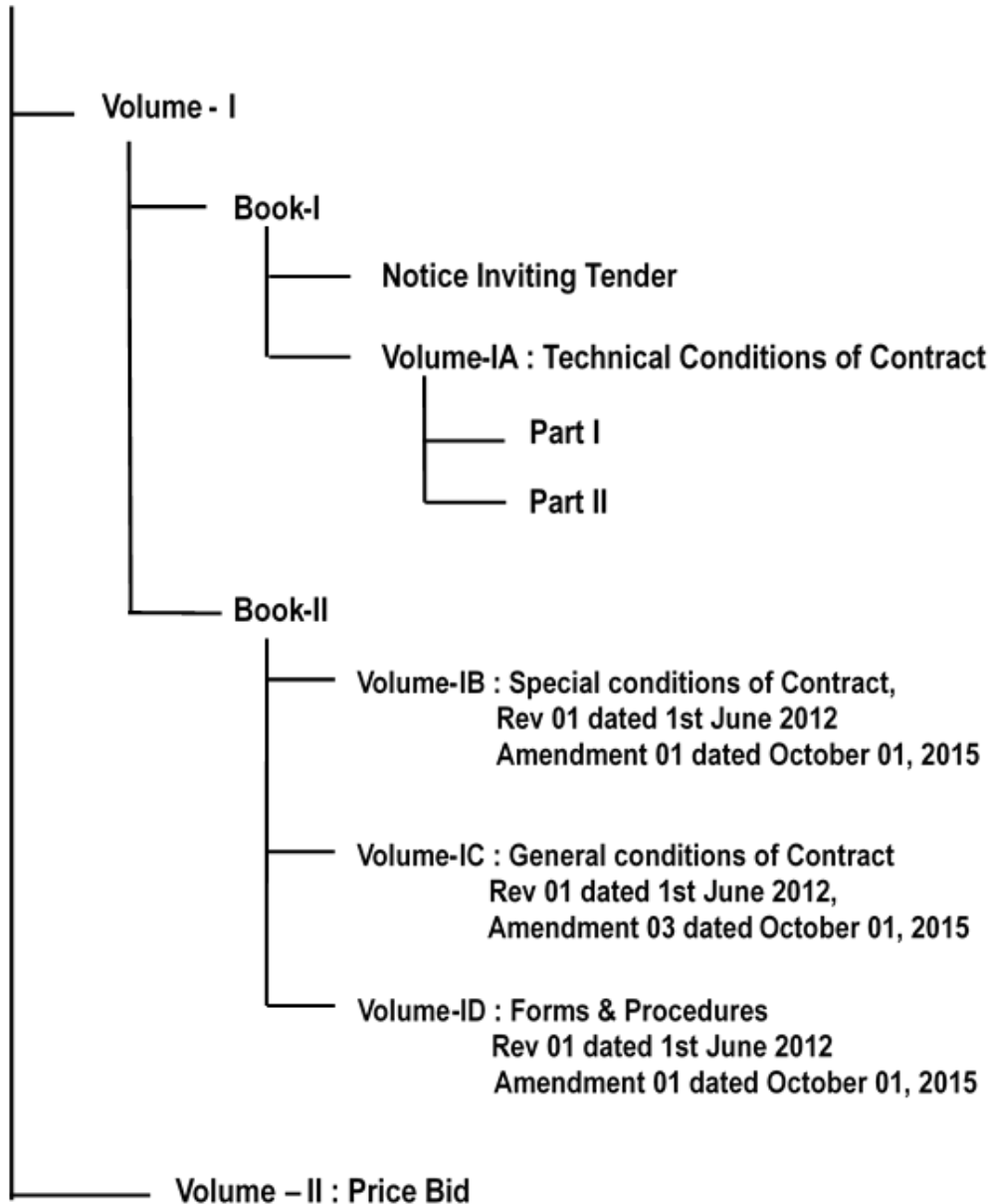
- **Notice Inviting Tender**
- **Volume-IA: Technical Conditions of Contract**

**Book – II Consists of**

- **Volume-IB: Special Conditions of Contract**
- **Volume-IC: General Conditions of Contract**
- **Volume-ID: Forms and Procedures**

## TENDER SPECIFICATION CONSISTS OF

### Tender Specification



2021

# NOTICE INVITING TENDER

Bharat Heavy Electricals  
Limited



## NOTICE INVITING TENDER (NIT)

=====

To,

All Bidders

Dear Sir/Madam

Sub: NOTICE INVITING TENDER

Sealed offers in two-part bid system {National competitive bidding (NCB)} are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

### 1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	<b>TENDER NUMBER</b>	YTPS: SCT: 202110-63
ii	<b>BROAD SCOPE OF JOB</b>	Framework Agreement (Rate Contract) for Providing Services of Construction Safety Personnel at 5x800 MW Yadadri TPS
iii	<b>DETAILS OF TENDER DOCUMENT</b>	
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Procedures, Terms of payment, etc. Applicable
b	Volume-IB	Special Conditions of Contract (SCC) Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015 Applicable
c	Volume-IC	General Conditions of Contract (GCC) Rev. 01 Dt. 01 Jun 2012 Amendment 03 dated October 01, 2015 Applicable
d	Volume-ID	Forms and Procedures Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015 Applicable
e	Volume-II	Price Schedule (Absolute value). Applicable
iv	<b>ISSUE OF TENDER DOCUMENTS</b>	Tender documents will be available for downloading from BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) or e-procurement portal (link to be added) as per schedule below:  <b>Start - 20/10/2021, Time - 17:00 Hrs</b> <b>Closes - 03/11/2021, Time - 14:30 Hrs</b>  Brief information of the tenders shall also be available at central public procurement portal. ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ) Applicable

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 5 of 60

v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<b>Date - 03/11/2021, Time - 15:00 Hrs</b> <i>Bid shall be submitted (By Post or Person) in the Tender Box or through E-mail</i>	Applicable
vi	<b>OPENING OF TENDER</b>	<b>Date - 03/11/2021, Time - 15:30 Hrs</b>	Applicable
	<b>EMD AMOUNT</b>		Not Applicable
viii	<b>COST OF TENDER</b>		Not Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<b>Date - 27/10/2021, Time - 17:30 Hrs</b> <i>Along with soft version, addressing to undersigned &amp; to others as per E-mail IDs given below:</i> <i>Anand Kumar – aanand@bhel.in</i> <i>Sunil Kumar - sunil.ku@bhel.in</i> <i>D.CH.A.N.V. Rao - dtvish@bhel.in</i>	Applicable
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>		Not Applicable
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>		Not Applicable
xii	<b>Latest updates</b>	<i>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendums) &amp; Central Public Procurement portal (https://eprocure.gov.in/epublish/app). Bidders to keep themselves updated with all such information.</i>	Applicable

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid shall not be entertained.**

3.0 **Not used for this tender.**

4.0 **Procedure for Submission of Tenders:** The bidder should respond by submitting their offer through E-mail at [tender.yadadri@bhel.in](mailto:tender.yadadri@bhel.in) E-mail IDs. Offers are invited in two-parts only.

## Documents Comprising in the Tender:

The tender shall be submitted through E-mail ~~only EXCEPT EMD (in physical form)~~ as mentioned below:

### I. Technical Tender (UN priced Tender):

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 6 of 60

All Technical details should be attached in e-mail module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- (a) Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 3.0.
- (b) Technical Bid (without indicating any prices).

## II. Price Bid:

- (a) Prices are to be quoted in the attached Price Bid format (password protected) through e-mail.
- (b) The price should be quoted for the accounting unit indicated in the tender document.
- (c) **Note:** It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- (d) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- (e) A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

**Bidders are requested to submit their completed bid as per laydown procedure either as per Sl. No. 4 or Sl. No. 5.**

5.0 **Procedure for Submission of Tenders (To be used in case of Paper bid only):** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & '~~PART-I B (EMD)~~' in two separate sealed and superscribed envelopes (ENVELOPE-I & ~~ENVELOPE-II~~)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-II)
- One set of tender documents shall be retained by the bidder for their reference

The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped) (To be used in case of Paper bid only):**

Sl. No.	Description	Remarks
	<b>Part-I</b>	
	<b>ENVELOPE – I superscribed as:</b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.  <b>Note:</b> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically	

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: www.bhel.com

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 7 of 60

	<p>noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	<b>PART-I-B</b>	
	<p><b><u>ENVELOPE – II superscribed as:</u></b></p> <p>PART I (EMD)</p> <p>TENDER-NO:</p> <p>NAME OF WORK:</p> <p>PROJECT:</p> <p>DUE DATE OF SUBMISSION:</p> <p><b><u>CONTAINING THE FOLLOWING:-</u></b></p>	
	Earnest Money Deposit (EMD) in the form as indicated in this Tender	

	<b>PART-II</b>	
	<b>PRICE BID</b> consisting of the following shall be enclosed	
	<p><b><u>ENVELOPE-II</u></b></p> <p>superscribed as:</p> <p>PART-II (PRICE BID)</p> <p>TENDER NO :</p> <p>NAME OF WORK :</p> <p>PROJECT:</p> <p>DUE DATE OF SUBMISSION:</p>	

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 8 of 60

	<b>CONTAINING THE FOLLOWING</b>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	<b>OUTER COVER</b>	
	<b>ENVELOPE-III (MAIN ENVELOPE / OUTER ENVELOPE)</b> superscribed as: TECHNO-COMMERCIAL BID & PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:</b>	
i	<ul style="list-style-type: none"><li>○ Envelopes I</li><li>○ Envelopes II</li><li>○ <del>Envelopes III</del></li></ul>	

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

- 6.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 7.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 8.0 **Not used for this tender.**
- 9.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 10.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 11.0 **Not used for this tender.**
- 12.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else, BHEL's interpretation shall prevail.
- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 14.0 **Not used for this tender.**

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)



# NOTICE INVITING TENDER

- 15.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 16.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 17.0 Validity of the offer shall be for **three months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 18.0 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.
- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 19.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 20.0 **Not used for this tender.**
- 21.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 22.0 **Not used for this tender.**
- 23.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 24.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 25.0 **Not used for this tender.**
- 26.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".
- 27.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of banned/ hold firms is available on BHEL website <http://www.bhel.com>.
- 27.1 Integrity commitment, performance of the contract and punitive action thereof:
- 27.1.1 **Commitment by BHEL:**
- BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 27.1.2 **Commitment by Bidder/ Supplier/ Contractor:**
- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 10 of 60

any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

## 28.0 Micro and Small Enterprises (MSE) (For tenders pertaining to procurement of “Works”, Clause 29 is to be marked “Not Applicable”)

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

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

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

- a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.

**PROVISIONS FOR STARTUPS:** Norms for Startups Medium Enterprises in Public Procurement shall be in line with OM No. F.20-2/2014-PPD (pt.) dated 27th July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017.

Certificate of recognition as Startup from Dept. of Industrial Policy & Promotion, Ministry of Commerce & Industry, Govt. of India shall be submitted by the bidder.

- 29.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 11 of 60

immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

**30.0 Not used for this tender.**

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

All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening. **(Clause applicable in case of Paper Bid only.)**

32.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

**33.0 Order of Precedence:**

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

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

for BHARAT HEAVY ELECTRICALS LTD  
(SCT)

**Enclosure:**

- (i) Annexure-1: Pre Qualifying Requirements.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Certificate by Chartered Accountant
- (iv) Annexure-4: Reverse Auction Process Compliance Form
- (v) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- (vi) Annexure-6: RA Price Confirmation and Breakup
- (vii) Annexure-7: Undertaking as per C4 of Annexure-1 i.e. PQR
- (viii) Other Tender documents as per this NIT.

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 12 of 60

## ANNEXURE - 1

### PRE QUALIFYING REQUIREMENTS (PQR)

JOB	Framework Agreement (Rate Contract) for Providing Services of Construction Safety Personnel
TENDER NO	YTPS: SCT: 202110-63

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable)  (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
B	<b><u>Technical</u></b> <b>B.1.1:</b> Bidder must have provided services of <b>Safety Engineers and/or Safety Supervisors in any power / industrial project</b> for at-least cumulative of 144 Man-months or a cumulative value of Rs. 67.49 Lacs in a span of 1 (one) year (consecutive 12 months).  OR <b>B.1.3:</b> Bidder must have provided services of <b>Safety Engineers and/or Safety Supervisors in any power / industrial project</b> for at-least 144 Man months or at-least value of Rs. 67.49 Lakhs against one (01) work order.  OR <b>B.1.4:</b> Bidder must have provided services of <b>Safety Engineers and/or Safety Supervisors in any power / industrial project</b> against 2 work orders each of at-least 90 Man months or value of Rs. 42.18 Lakhs or above.  OR <b>B.1.4:</b> Bidder must have provided services of <b>Safety Engineers and/or Safety Supervisors in any power / industrial project</b> against 3 work	Applicable	

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam, Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: www.bhel.com

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 13 of 60

	orders each of at-least 72 Man months or value of Rs. 33.74 Lakhs or above.		
C-1	<p><b><u>Financial</u></b></p> <p><b><u>TURNOVER</u></b></p> <p>Bidders must have achieved an average annual financial turnover (Audited) of Rs 25.31 Lakhs or more over last three Financial Years (FY) i.e '2017-18, 2018-19 &amp; 2019-20' OR '2018-19, 2019-20 &amp; 2020-21'*</p> <p>*To consider last three financial years as '2017-18, 2018-19 &amp; 2019-20', bidder must provide a declaration that they do not have financial (audited) statements for FY 2020-21.</p>	Applicable	
C-2	<p><b>NETWORTH</b> (only in case of Companies)</p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive</p>	Not Applicable	
C-3	<p><b>PROFIT</b></p> <p>Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.</p>	Not Applicable	
C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-7) to this effect.	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT (if applicable)	Not Applicable	By BHEL
E	<p>Approval of Customer (if applicable)</p> <p><b>Note:</b> Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.</p>	Not Applicable	BY BHEL
F	<p>Price Bid Opening</p> <p><b>Note:</b> Price Bids of only those bidders shall be opened who</p>	Applicable	BY BHEL

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: www.bhel.com

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 14 of 60

	stand qualified after compliance of criteria A to E		
G	Consortium criteria (if applicable)	Not Applicable	
<p><b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b></p> <ol style="list-style-type: none"> <li>For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following: <ol style="list-style-type: none"> <li>The parent company shall have a controlling stake of ≥50% in the subsidiary company (as per Format-1).</li> <li>The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value</li> <li>The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).</li> <li>In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.</li> <li>Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.</li> </ol> </li> <li>Completion date for achievement of the technical criteria specified in the Technical' criteria of PQR (as in 'B' above) should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.</li> <li>'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.</li> </ol> <p><b><u>Explanatory Notes for QR 'B1'</u></b></p> <ul style="list-style-type: none"> <li>For QR 'B1' above, actual executed value shall be considered.</li> <li>For QR 'B1' above, Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-</li> </ul> $P = \left\{ R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$ <p>Where</p> <p>P = Updated value of work</p> <p>R = Value of executed work</p> <p>X<sub>N</sub> = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).</p> <p>X<sub>0</sub> = All India Avg. Consumer Price index for industrial workers for last month of work execution.</p> <p>Y<sub>N</sub> = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).</p> <p>Y<sub>0</sub> = Monthly Whole Sale Price Index for All Commodities for last month of work execution.</p> <ul style="list-style-type: none"> <li>Relevant documents, meeting above requirements at C &amp; D, shall be submitted by bidders.</li> </ul>			

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: www.bhel.com

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page **15** of **60**

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

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 16 of 60

Format-1

## Certificate for relationship between Parent Company / Subsidiary Company and the bidder

To,

.....

.....

Dear Sir,

**Sub:** Bid for NIT No .....dated..... for “.....” (name of the tender).

We hereby certify that M/s..... is Parent Company/ Subsidiary Company of M/s.....(the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on .....(not earlier than seven days prior to the Bid Submission Date) are given as below:

Name of Parent Company	Name of Subsidiary Company	Percentage of Equity Holding of Parent Company in Subsidiary Company

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)



# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 17 of 60

Format-2

**Undertaking from the Parent Company/ Subsidiary Company of the bidder**  
**(On the Letter Head of Parent Company/ Subsidiary Company, as applicable)**

From,  
Name:  
Full Address:

Telephone No.:  
E-mail address:  
Fax/No.:

To,  
.....  
.....

Dear Sir,

We refer to the NIT No..... dated..... for “.....” (name of the Tender).

“We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause .... of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender.

We confirm that M/s..... (the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfilment of all obligations in terms of provisions of the contract, in the event of .....(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a ‘Standalone Bidder’ or as a ‘Consortium bidder’ and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

**Signature of Managing Director/Authorized signatory of Parent/ Subsidiary Company**

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 18 of 60

## **ANNEXURE - 2**

### **CHECK LIST**

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

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

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 19 of 60

15	Non-Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

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

DATE :

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

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 20 of 60

## ANNEXURE – 3

### **Certificate by Chartered Accountant on letter head**

(applicable upto 31<sup>st</sup> March'2021 in line with MSME notification no. S.O. 2119 (E), dated 26<sup>th</sup> June'2020)

This is to Certify that M/S ..... ,  
(hereinafter referred to as 'company') having its registered office at .....  
..... is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part—II)/ Udyam Registration Certificate No.  
..... dtd: .....,  
Category: ..... (Micro/Small/Medium)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:  
Rs ..... Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED Act, 2006**:  
Rs ..... Lacs
3. **For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. .... Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
4. **For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. .... Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs .....Lacs for ..... Micro / Small/ Medium (*Strike off which is not applicable*) Category under MSMED Act 2006.

Or

The enterprise has been graduated upward from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Or

The enterprise has been reverse-graduated from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1<sup>st</sup> April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: www.bhel.com

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 21 of 60

## ANNEXURE – 4

### Reverse Auction Process Compliance Form

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

To

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

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

Dear Sir,

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

This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: www.bhel.com

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 22 of 60

## **ANNEXURE – 5**

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

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

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 23 of 60

## ANNEXURE – 6

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

To

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-  
Address-}

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

Dear Sir,

We confirm that we have quoted.

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

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

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

The price break-up is as given below.

Total

=====

- Rs. in value & in words

=====

Yours sincerely,

For \_\_\_\_\_

Name:

Company:

Date:

Seal:

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: www.bhel.com

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 24 of 60

## ANNEXURE – 7

### UNDERTAKING

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

To,

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

Dear Sir/Madam,

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

**Ref:** NIT/Tender Specification No:

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

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

Place:

Date:

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)



# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 25 of 60

Format-3

## OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub: Submission of Offer against Tender Specification No: .....

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector - Southern Region Yadadri, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc. issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I / We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished.

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 26 of 60

Format-4

## DECLARATION BY AUTHORISED SIGNATORY OF BIDDER (To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----

To,

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

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

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

Date:

Enclosed: Power of Attorney

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 27 of 60

Format-5

## NO DEVIATION CERTIFICATE

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

To,

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

Dear Sir,

Sub : No Deviation Certificate

Ref :

- 1) NIT/Tender Specification No: .....,
- 2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 28 of 60

Format-6

## DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

To,

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

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions**

Ref: 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

I / We, \_\_\_\_\_ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

Date:

Place:

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 29 of 60

Format-7

## DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Specification No: .....,

I/We hereby submit the following information pertaining to relation/relatives of Proprietor / Partner(s) / Director(s) employed in BHEL.

**Tick (✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company / Firm have relation / relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder / Contractor.

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 30 of 60

Format-8

## NON DISCLOSURE CERTIFICATE

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

-----

I/We understand that BHEL PSSR is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s..... who are submitting offer for providing services to BHEL PSSR against Tender Specification No: \_\_\_\_\_, hereby undertake to comply with the following in line with Information Security Policy of BHEL PSSR, Chennai.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSSR.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 31 of 60

Format-9

## MANDATE FORM

### ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

#### A. DETAILS OF BANK ACCOUNT HOLDER:-

NAME OF THE ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/MAIL	

#### B. BANK ACCOUNT DETAILS

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL	
WHETHER THE BANK IS COMPUTERISED?	
WHETHER THE BANK IS <b>RTGS</b> ENABLED? IF YES, THEN WHAT IS THE BRANCH'S <b>IFSC</b> CODE	
IS THE BRANCH IS ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT )	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICR CODE OF BANK	

#### DATE OF EFFECT:-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect I would not hold the user Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date:

( )

Signature of Customer

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

( )

Date

Signature of Bank Manager

**Please attach a photocopy of cheque along with the verification obtained from the bank.**

In case your Bank is presently not "RTGS Enabled", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Department at earliest.

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: www.bhel.com

# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 32 of 60

Format-10

## POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT AGREEMENT

(To be typed on non-judicial Stamp Papers of appropriate value as applicable and notarised)

KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr ..... , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector Southern Region, No 11, TEK Towers, Okkiyam Thoraipakkam, Old Mahabalipuram Road, Chennai-97 in connection with.....

vide Tender Specification No : \_\_\_\_\_, dated \_\_\_\_\_.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document. Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_  
Director / CMD / Partner / Proprietor

Signature of Mr..... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness:

Notary Public

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: www.bhel.com



# NOTICE INVITING TENDER

Tender Specification No. - YTPS: SCT: 202110-63

Page 33 of 60

Format-11

## BID SECURITY DECLARATION FORM

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

To,

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

Dear Sir,

Sub: Bid Security Declaration

Ref:

- 1) NIT/Tender Specification No: .....
- 2) All other pertinent issues till date

I/We Mr/ Ms..... authorized person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.

I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.

If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

Thanking you,

Yours faithfully,

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

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

## **Important Information**

1. Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/contractors' has now been uploaded on [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf)
2. All Statutory Requirements as applicable for this project shall be complied with.
3. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'  
*"In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract"*
4. Compensation in case of Death/ Permanent Incapacitation of Person: BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below:
  - (a) Victim: Any person who suffers permanent disablement of dies in an accident as defined below.
  - (b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project sites.
  - (c) Compensation in respect of each of the victims:
    - (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten Lakh)
    - (ii) In the event of other permanent disability: Rs 7,00,000/- (Rs Seven Lakh)
  - (d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(l) of the Employee's Compensation Act, 1923.
5. Bidder to strictly follow all the necessary guidelines issued by Customer, District Magistrate, State Government and Central government to control Covid-19 outbreak.
6. The following Clauses of Special Conditions of Contract shall not be applicable for this Contract.
  - (a) General Intent of Specifications – Clause No. 1
  - (b) General Services to be rendered by the Bidder – Clause No. 2.1 to 2.8
  - (c) General Technical Requirement (codes and Standards) – Clause No. 3
  - (d) Obligations of contractor (In respect of tools, tackles, consumables, etc. employment of supervisory staff and workmen) – Clause No. 4
  - (e) Responsibilities of Contractor in respect of Labour, Supervisory Staff, etc. – Clause No. 5.5 and 5.11

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

- (f) Material Handling, Storage, preservations, etc. – Clause No. 6
  - (g) Drawings and documents – Clause No. 7
  - (h) Inspection and Quality – Clause No. 8
  - (i) Occupational Health, Safety & Environment Management / Quality Assurance Programme – Clause No. 9
  - (j) Performance Monitoring – Clause No. - 11
7. The following Clauses of General Conditions of Contract shall not be applicable for this Contract.
- (a) Additional security deposit (ASD) – Clause No. 1.15.13
  - (b) Progress Monitoring, Monthly Review and Performance Evaluation - Clause No. 2.9
  - (c) Time of Completion – Clause No. 2.10
  - (d) Extension of time for completion – Clause No. 2.11
  - (e) Overrun Compensation - Clause No. 2.12
  - (f) Interest bearing Recoverable advance - Clause no.2.13
  - (g) Extra Works - Clause no.2.15
  - (h) Supplementary Works - Clause no.2.16
  - (i) Price variation Compensation - Clause no. 2.17
  - (j) Insurance – Clause No. 2.18
  - (k) Retention Amount - Clause no. 2.22
  - (l) Performance Guarantee for Workmanship - Clause no. 2.24
8. Clause No. 1.9 “EARNEST MONEY DEPOSIT” of GCC shall not be applicable for this contract. However, Bidders are requested to submit the “Bid Security Declaration Format” as per Format-11.
9. Clause No. 1.10 “SECURITY DEPOSIT” of GCC shall be amended as below:

**Security Deposit:** Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as given below:

- (i) Total amount of Security Deposit will be 5% of the contract value.
- (ii) The security Deposit should be furnished before start of the work by the contractor as per following mode of payment:

Local cheques of Scheduled Banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer in favour of BHEL.

For Electronic Fund Transfer the details are as below:

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

(b) **Bank Particulars:**

- Bank Name -: State Bank of India
- Branch Address:- Damarcherla (M), Nalgonda (D)
- Branch Code -: 21956
- Bank Account Number -: 31071530332
- Bank Account Type -: Current Account

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

➤ 11 Digit IFSC Code of Beneficiary Branch -: SBIN0021956

- (iii) At least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% of the Security Deposit will be recovered by deducting 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.
- (iv) The Security Deposit shall not carry any interest.
- (v) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the excess Security Deposit due the enhancement shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- (vi) 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.
- (vii) **Penalty for Delayed Remittance of Security Deposit** - If the contractor fails to furnish SD before start of work, Simple Interest against delayed remittance of the Security Deposit shall be deducted from the sub-contractor at the rate of SBI PLR + 2% on the value of 50% SD of the contract, for the delayed period (i.e., period between start of work and date of remittance of Initial SD, i.e., at least 50% of SD). In case, the delayed period has different SBI PLR rates, Simple Interest shall be calculated based on different rates by considering the corresponding time period. On similar lines Penalty shall be levied for delayed remittance of Additional Security Deposit (if applicable).

10. Clause No. 2.7.2 "RIGHTS OF BHEL" of GCC shall be amended as below:

10.1. To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL in any of the following cases:

- (i) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
- (ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- (iii) Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- (iv) Termination of Contract on account of any other reason (s) attributable to Contractor.
- (v) Assignment, transfer, subletting of Contract without BHEL's written permission.
- (vi) Non-compliance to any contractual condition or any other default attributable to Contractor.

10.2. Risk & Cost Amount against Balance Work:

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

Where,

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

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

H = Overhead Factor to be taken as 5

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

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

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

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

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

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

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

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

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

## 10.3. LD against delay in executed work in case of Termination of Contract:

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

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

- (i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- (ii) Let the value of executed work till the time of termination of contract = X
- (iii) Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- (iv) Delay in executed work attributable to contractor i.e.  $T2 = [1 - (X/Y)] \times T1$
- (v) LD shall be calculated in line with LD Clause No. 2.7.9 of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

## 11. Clause No. 2.7.3 "RIGHTS OF BHEL" of GCC shall be amended as below:

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

Following sequence shall be applicable for recoveries from contractor:

- (i) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- (ii) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# NOTICE INVITING TENDER

- (iii) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
  - (iv) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
  - (v) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
  - (vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.
12. Clause No. 2.7.9 "LIQUIDATED DAMAGES/PENALTY" of GCC shall be applicable for the reason other than that for Penalties applicable for this contract shall be in-line with Clause No. 2.2.9 "Other Conditions" of Chapter-II-Scope of Work (of Technical Conditions of Contract).

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

2021

# TECHNICAL CONDITIONS OF CONTRACT

Bharat Heavy Electricals  
Limited



# TABLE OF CONTENT

Sl. No	Description	Chapter	No. of Pages
<b>Volume - IA</b>	<b>Part-I: Contract specific details</b>		
1	Project Information	Chapter-I	01
2	Scope of Works and Technical Specifications	Chapter-II	08
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III	01
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	01
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V	01
6	Time Schedule	Chapter-VI	01
7	Terms of Payment	Chapter-VII	01
8	Taxes and other Duties	Chapter-VIII	02
<b>Volume - IA</b>	<b>Part-II: Contract specific details</b>		
1	Format for Furnishing CV of Safety Officer / Safety Supervisor to be Deployed	Chapter-I	03
2	Format for Furnishing Health Check-up Details of the Safety Officer / Safety Supervisor	Chapter-II	01

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-I, Chapter-I: Project Information

Tender Specification No. - YTPS: SCT: 202110-63

Page 41 of 60

### 1.1 Project Information:

Sl. No.	Description	Details
1	Project Title	5x800 MW Yadadri Thermal Power Station
2	Customer	Telangana State Power Generation Corporation Limited (TSGENCO)
3	Location	Site is located 7Km from the NH-565 (SH2) Veerlapalem Village, Damarcherla Mandal, Nalgonda District, Telangana State
4	Nearest Railway Station	Damarcherla about 6.5Km
5	Nearest Airport	Vijaywada about 130Km
6	Nearest Town	Miryalaguda about 30Km
7	Site Conditions	
7a	Average Min. Ambient Temperature	10°C
7b	Average Max. Ambient Temperature	47°C
7c	Annual Rainfall	600mm
7d	Mean Wind Speed	8Km/h
7e	Plant Elevation above MSL	85m

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-I, Chapter-II: Scope of Work and Technical Specification

Tender Specification No. - YTPS: SCT: 202110-63

Page 42 of 60

**2.1 Scope of Work:** Agency shall provide Safety Officers / supervisors to carry out the activities as specified elsewhere, at 5x800 MW Yadadri TPS during execution of various packages / equipment's in the scope of BHEL as per the general engineering practices so that the work is completed to the complete satisfaction of all concerned w.r.t the safety aspects.

### **2.2 Qualification and Experience requirements of Contractor's Personnel:**

#### **2.2.1 Qualification for safety officer:**

- (i) **Technical Qualification:** The person should possess four (04) Year Degree / three (03) Year Diploma in engineering awarded by University and recognized by AICTE / UGC / State board of technical education of the respective state where he studied.
- (ii) **Safety Diploma:** Minimum one (01) year, Full time Diploma in Industrial Safety, with at least one paper in Construction Safety awarded by University and recognized by AICTE / UGC / SCTE & VT / State board of technical education of the respective state where he studied.

**Or**

Post Graduate Degree in Industrial Safety from National Institute of Technology / Diploma in Industrial Safety and Environmental Management (NITIE-Mumbai).

#### **2.2.2 Qualification for safety supervisor:**

- (i) **Technical Qualification:** The person should possess Degree or diploma in any discipline.
- (ii) **Safety Diploma:** Minimum one (01) year, Full time Diploma in Industrial Safety, with at least one paper in Construction Safety awarded by University and recognized by AICTE / UGC / SCTE & VT / State board of technical education of the respective state where he studied.

**Or**

Post Graduate Degree in Industrial Safety from National Institute of Technology / Diploma in Industrial Safety and Environmental Management (NITIE-Mumbai).

#### **2.2.3 Experience for safety officer:**

- (i) The person should have two (2) years of post-qualification experience in case of Degree and five (5) years of experience (In case of Diploma) at construction site preferably in Power / Petrochemicals / large metallurgical / large civil construction projects (Only Post Qualification experience shall be counted from the date a candidate has acquired degree in Engineering).
- (ii) The candidate must be conversant in English and Hindi / Local language of the place of posting. However, all reports and written communication shall be in the English only.

#### **2.2.4 Experience for safety supervisor:**

- (i) The person should have minimum 2 years of post qualification experience at construction site preferably in Power / Petrochemicals / large metallurgical / large civil construction projects (Only Post Qualification experience shall be counted from the date a candidate has acquired the required technical qualifications).
- (ii) The candidate must be conversant in English and Hindi / Local language of the place of posting. However, all reports and written communication shall be in the English only.

#### **2.2.5 Medical & Physical Fitness:**

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: www.bhel.com

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-I, Chapter-II: Scope of Work and Technical Specification

Tender Specification No. - YTPS: SCT: 202110-63

Page 43 of 60

Safety Officer/Safety supervisor deployed at site should be medically and physically fit for undertaking their assignment.

### 2.2.6 Approval of credentials of Safety Officer / Safety supervisor (Personnel) deployed:

- (i) Credentials of Safety Officers/Safety Supervisors shall be approved by BHEL-Yadadri site and/ or its customer prior to their deployment at the site.
- (ii) The bidder shall produce the following documents of the Safety Officer / safety supervisor at HSE Department, PSSR-Yadadri site for verification and approval of HSE-Head.
  - CV in the prescribed format provided in Chapter-I, Part-II of Volume-IA Technical Conditions of Contract.
  - Copies of all certificates in respect of qualification of the candidate attested by a Gazetted officer along with originals at PSSR Yadadri site.
  - Copies of all certificates in respect of experience of the candidate along with original copy at PSSR Yadadri site.
  - All the experience and qualification shall be considered till the date of deployment of Safety Office at PSSR Yadadri Site. Any relaxation in Qualifications / experiences will not be allowed in any case.
  - If required, contractor has to arrange for interview of the candidates by BHEL at no extra cost.
  - The agency shall carry out due diligence to verify the credentials of the candidate before forwarding the CV to BHEL. In case, any CV is found forged on verification by BHEL, the agency is liable to be punished as deemed fit by BHEL.
  - On approval of CV by HSE-Head, Safety Officers / Safety Supervisors shall report to BHEL site in charge (Construction Manager) and BHEL HSE Coordinator / Safety Officer at Site along with approval of CV and medical fitness certificate issued by Registered medical officer (MBBS and above) in the prescribed format provided in Chapter-II, Part-II of Volume-IA Technical Conditions of Contract.

### 2.2.7 Detailed Scope of works of Safety Officer:

The detailed scope of works to be carried out by the Safety Officers deployed at site is list below but shall not be limited to the following:

- (i) Provide necessary advice to BHEL w.r.t. all safety aspects at the project site and ensuring implementation of the same for an accident free site.
- (ii) Recommend suitable measures to BHEL engineer in charge to avoid accidents/incidents. Taking all actions, ensuring accident free work at site.
- (iii) Shall work as an interface between various agencies such as customer, package in charges, BHEL's subcontractors on safety matters for ensuring overall safety at project site.
- (iv) To conduct/co-ordinate for induction training at site for new workers and other HSE trainings for BHEL/Other agencies working on behalf of BHEL at site including mock fire drill, Tool Box Talk, Pep Talk, Electrical Safety, Radiation Safety etc.
- (v) Preparation of MIR as desired by BHEL site in charge (Construction Manager)/HSE head

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: www.bhel.com

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-I, Chapter-II: Scope of Work and Technical Specification

Tender Specification No. - YTPS: SCT: 202110-63

Page 44 of 60

- (vi) To ensure statutory compliance by BHEL / BHEL's Subcontractors in respect of BOCW Act/Factory Act.
- (vii) To organize weekly Safety committee meeting with BHEL's subcontractor's Safety Officers, prepare and circulate the minutes of meeting and follow-up for compliance of action points.
- (viii) To organize monthly Safety committee meeting with BHEL's subcontractor's Site in charge, prepare and circulate the minutes of meeting and follow-up for compliance of action points.
- (ix) To report any accident/incident taking place at site to BHEL site in charge (Construction Manager) and Head HSE at Yadadri site
- (x) To form the investigation committee with consultation of Site in charge and conduct the Root cause analysis of accident/incident and submit the detailed report to and further actions taken by the site for avoidance of such incidents to Head HSE at Yadadri site
- (xi) To form the Audit calendar for various BHEL's subcontractors, the calendar is so formed in such a way as to cover all the BHEL's subcontractors working on the sites.
- (xii) To provide support to BHEL site for 'Periodic health check-up', Tree plantation and other 'Environment Management program' being organized by BHEL.
- (xiii) Help to ensure that First-aid facilities are available throughout working hours and co-ordination with Ambulance and medical service. If necessary, he must provide First Aider CPR to any injured person. Ensuring periodic check of water and test certificates.
- (xiv) Carry out Safety inspection of work area, work method, men, machines & material and other tools and tackles.
- (xv) Coordinate and ensure timely Third party inspection/Certification of cranes/Hydras/Lifts/Other Lifting appliances & Gears used at site.
- (xvi) To advice purchasing and ensuring quality of Personal Protective Equipment's conforming to the national standards.
- (xvii) To promote the working of Safety committees and to act as an advisor of such committees.
- (xviii) Help concerned HOS to prepare Job Specific instructions for critical jobs.
- (xix) To ensure implementation of HSE work permit systems and OCPs at site. To prepare Emergency Response Plan and ensure Emergency Preparedness of Site. Taking proactive steps in response to forecast of natural calamity and emergency.
- (xx) Coordinate and conduct campaigns, competitions & other Safety promotion programme like Safety Day, Health Day, Environment Day & Labour Day at site
- (xxi) To provide necessary support to site management during internal /External HSE Audits as and when conducted.
- (xxii) Help to ensure good house-keeping, appropriate scrap disposal, appropriate storage and conservation of materials particularly hazardous and /or perishable goods.
- (xxiii) Supervise and guide safety precautions to be taken in building and other construction work of the establishment.
- (xxiv) Apprise Head HSE at PSSR YADADRI SITE, on all matters pertaining to site safety.

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-I, Chapter-II: Scope of Work and Technical Specification

Tender Specification No. - YTPS: SCT: 202110-63

Page 45 of 60

- (xxv) Overseeing the total safety functions at site, under the guidance / supervision of BHEL Engineer.
- (xxvi) Ensure use of suitable wearing of PPEs by all person present at site.
- (xxvii) Safety officer may be required to undertake jobs at higher elevations for inspections like Boiler, Chimney, Cooling tower etc.
- (xxviii) Any other work assigned from time to time.

### 2.2.8 Detailed Scope of works of Safety Supervisor

The detailed scope of works to be carried out by the Safety Supervisor deployed at site is list below but shall not be limited to the following:

- (i) Provide necessary advice to Safety officer w.r.t. all safety aspects at the project site and ensuring implementation of the same for an accident free site.
- (ii) Recommend suitable measures to BHEL engineer in charge to avoid accidents/incidents. Taking all actions, ensuring accident free work at site.
- (iii) Shall work as an interface between various agencies such as customer, package in charges, BHEL's subcontractors on safety matters for ensuring overall safety at project site.
- (iv) To conduct/co-ordinate for induction training at site for new workers and other HSE trainings for BHEL/Other agencies working on behalf of BHEL at site including mock fire drill, Tool Box Talk, Pep Talk, Electrical Safety, Radiation Safety etc.
- (v) To ensure statutory compliance by BHEL / BHEL's Subcontractors in respect of BOCW Act/Factory Act.
- (vi) To report any accident/incident taking place at site to Head HSE at Yadadri site
- (vii) To ensure the compliance of the Audit calendar for various BHEL's subcontractors, the calendar is so formed in such a way as to cover all the BHEL's subcontractors working on the sites.
- (viii) To provide support to BHEL site for 'Periodic health check-up', Tree plantation and other 'Environment Management program' being organized by BHEL.
- (ix) Help to ensure that First-aid facilities are available throughout working hours and co-ordination with Ambulance and medical service. If necessary, he must provide First Aider CPR to any injured person. Ensuring periodic check of water and test certificates.
- (x) Carry out Safety inspection of work area, work method, men, machines & material and other tools and tackles.
- (xi) Coordinate and ensure timely Third party inspection/Certification of cranes/Hydras/Lifts/Other Lifting appliances & Gears used at site.
- (xii) To advice purchasing and ensuring quality of Personal Protective Equipment's conforming to the national standards
- (xiii) Help concerned HOS to prepare Job Specific instructions for critical jobs.
- (xiv) To ensure implementation of HSE work permit systems and OCPs at site. To prepare Emergency Response Plan and ensure Emergency Preparedness of Site. Taking proactive

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraiakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-I, Chapter-II: Scope of Work and Technical Specification

Tender Specification No. - YTPS: SCT: 202110-63

Page 46 of 60

steps in response to forecast of natural calamity and emergency.

- (xv) Coordinate and conduct campaigns, competitions & other Safety promotion programme like Safety Day, Health Day, Environment Day & Labour Day at site
- (xvi) To provide necessary support to site management during internal /External HSE Audits as and when conducted.
- (xvii) Help to ensure good house-keeping, appropriate scrap disposal, appropriate storage and conservation of materials particularly hazardous and /or perishable goods.
- (xviii) Supervise and guide safety precautions to be taken in building and other construction work of the establishment.
- (xix) Apprise Head HSE at PSSR YADADRI SITE, on all matters pertaining to site safety.
- (xx) Overseeing the total safety functions at site, under the guidance /supervision of BHEL Engineer.
- (xxi) Ensure use of suitable wearing of PPEs by all person present at site.
- (xxii) Safety supervisor may be required to undertake jobs at higher elevations for inspections like Boiler, Chimney, Cooling tower etc.
- (xxiii) Any other work assigned from time to time.

### 2.2.9 Other Conditions:

- (i) Sub-letting of jobs within the agreed scope of work, in any manner is not permitted.
- (ii) Safety officer / supervisor shall be governed by 'Confidentiality' clause. They shall not, in any manner, misuse the data / information.
- (iii) All drawings, specifications and other relevant document / data provided to Safety officer / supervisor for undertaking relevant tasks, shall be returned to BHEL after completion of job / completion / termination of contract. Such documents shall not be used by the Safety officer/supervisor for any purpose other than for the designated task.
- (iv) All safety reports data / findings, field inspection reports and other reports etc. generated and used by the Safety officer/supervisor shall be the property of BHEL. These cannot be published / utilized or taken away by the Safety officer/supervisor or any employee of the Contractor.
- (v) Safety officer / supervisor shall be fully responsible for the tasks allotted to / undertaken by them. They shall prepare documents, witness / undertake inspections and submit the documents/ reports to BHEL in time without hindrance of work.
- (vi) Credentials of Safety officer/supervisor shall be verified and approved by BHEL Yadadri and/or its customer prior to their deployment.
- (vii) Contractor Safety officer / supervisor at BHEL Yadadri sites shall work under BHEL Yadadri HSE department as per Site-in-Charge's decision. They shall administratively report to Head HSE or his nominee. For any ambiguity, decision shall rest with Head / HSE – Yadadri.
- (viii) Safety officer/supervisor shall interact with Contractors, customers / consultants, erection agencies with regard to safety of area where work is to be carried out and other relevant HSE

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-I, Chapter-II: Scope of Work and Technical Specification

Tender Specification No. - YTPS: SCT: 202110-63

Page 47 of 60

matters. They shall keep the Site-in-Charge / Erection Engineer / HSE Head (as the case may be) apprised of all such discussions / interactions on daily basis.

- (ix) Reasonable office space with furniture for proper functioning of the Contractor's Safety officer/supervisor will be provided by BHEL free of any charges.
- (x) Contractor shall arrange lodging / fooding and conveyance to the Safety officer / supervisor posted at Yadadri site at their cost. BHEL shall not provide any accommodation and conveyance.
- (xi) Normally, the role of Safety officer / supervisor shall be limited to the place of their deployment. However, in case of any requirement for outstation work is to be taken on behalf of BHEL, following guidelines shall be applicable:
  - (a) For assignments outside project site but limited to 250 Km radius, necessary transport for Contractor's staffs shall be arranged by BHEL / its sub-Contractors free of any charges to the Contractor. No additional payment to the Contractor will be made for such assignments.
  - (b) For assignments outside project Site beyond 250 Km radius of Project sites, following additional payment shall be reimbursed to the Contractor:
    - I. To and fro Rail fare limited to AC two tier by express / mail train fare by shortest route from respective place of deployment & back against submission of ticket / receipt / proof plus lump-sum amount of Rs. 250/- (Rupees Two hundred fifty only) will be paid per person per day (here day means 24 hours and calculation shall be based on number of hours stay at outstation i.e.  $\frac{1}{4}$  for stay up to 6 hours,  $\frac{1}{2}$  for stay for more than 6 hours but up to 12 hrs and full for stay beyond 12 hours). In case of travel by road through bus / taxi, fare limited to AC two tier of express / mail train for the distance travelled shall be paid.
    - II. In case of night stay required at outstation, BHEL will provide lodging facility. In case, BHEL is not able to provide lodging facility, lodging charges @ Rs. 1,500/- (Rupees one thousand five hundred only) per day per person will be reimbursed to the Contractor against billing.
    - III. The movement of Contractor's Safety officer / supervisor outside the project site shall be subject to the prior approval of BHEL General Manager.
- (xii) Contractor shall make available suitable personnel / senior level technical personnel (other than Safety officer/supervisor posted at site) for discussions / interactions with BHEL, Customers / Consultants, vendors / sub-Contractors wherever need arises. Senior level personnel of Contractor will visit the site periodically (at least once in 3 months) wherever their personnel are posted to ascertain the quality of jobs performed by their site personnel and for further betterment of jobs executed by them. Such visits of senior personnel of the Contractor will be free of any additional charges to BHEL.
- (xiii) Safety officer / supervisor shall follow working hours, number of working days per week, weekly off and holidays as per norms and holiday list of BHEL Yadadri.
- (xiv) Each man day shall consist of 8 (eight hours) working hours excluding lunch break. However, at times work may continue round the clock including on Sundays and holidays and services

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-I, Chapter-II: Scope of Work and Technical Specification

Tender Specification No. - YTPS: SCT: 202110-63

Page 48 of 60

of Safety officer / supervisor may be required beyond the normal working hours as decided by BHEL. No compensation, in any form, shall be given by BHEL for such over stays beyond normal working hours or working on Sundays and Holidays. However, BHEL shall ensure adequate breaks / rest to Safety officer / supervisor during overstay / Holidays / Sundays.

- (xv) In case Safety officer / supervisor go on long leave exceeding 15 days, the Contractor will have to make suitable alternative arrangements for deployment of suitable personnel during the absenteeism. In case substitute Safety officer / supervisor is not deployed by the Contractor, BHEL will impose penalty from 16th days onwards @ 1.5 times per man-day rate of agreement on pro-rata basis from the earliest monthly bill or Security deposit (SD) of Contractor.
- (xvi) Contractor shall ensure that payment and dues admissible to Safety officer / supervisor deployed are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to Safety officer / supervisor. Such payments shall be back charged / recovered from bills of the Contractor or from security deposit / bank guarantee with additional overhead charges @ 20%. Contractor shall furnish duly signed and stamped copies of pay roll sheet as proof of disbursement of all payments to Safety officer / supervisor within two months of due date of Pay date.
- (xvii) BHEL reserves the right to regulate strength of deployment of Contractor's manpower as per requirements and / or to short-close the contract. In such eventuality, 15 days' notice shall be given by BHEL to the Contractor and payment shall be made for the completed months or part thereof on pro-rata basis. No other compensation will be given by BHEL.
- (xviii) In case any the performance of the Safety officer / supervisor is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable Engineers, from the date Safety officer / supervisor has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the Contractor within 15 days, else clause (xv) as above shall prevail.
- (xix) In case any Safety officer/supervisor found to indulge in malpractice/s, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL may impose penalty and/ or impound the payment towards services rendered by such Safety officer/supervisor. Replacement of such persons will have to be arranged by the Contractor within 15 days else Clause (xv) as above shall prevail.
- (xx) In case, the Contractor fails to provide Safety officer / supervisor within 15 days after acceptance of CVs by Site else BHEL will impose penalty from 16th days onwards @ 1.5 times per man-day rate of agreement on pro-rata basis from the earliest monthly bill or Security deposit (SD) of Contractor or from any sites where Contractor is working.
- (xxi) The Contractor shall arrange for adequate medical facilities and life insurance for deployed Safety officer/supervisor at Contractor's cost.
- (xxii) The contractor has to provide HSE Services on continuous (daily) basis. In the event of non-providing the services on any period, deduction on pro-rata basis shall be made from running monthly RA Bills. For deduction purpose man-month shall be considered as 30 days. No recovery shall be made for Casual Leave up to maximum of 10 days in a calendar year for each Safety Officer / Supervisor.

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-I, Chapter-II: Scope of Work and Technical Specification

Tender Specification No. - YTPS: SCT: 202110-63

Page 49 of 60

### 2.2.10 Insurance:

- (i) It shall be the sole responsibility of Contractor to take insurance policies for the safety officers / supervisors against risks of accidents and injury while at work and make compensation as per applicable rules and regulations prevalent in the area.
- (ii) If due to negligence and / or non-observance of safety and other precautions by safety officers / supervisors, any accident / injury occurs to any other person(s) / public, the Contractor shall bear necessary compensation and other expenses, if so decided by the appropriate authority.
- (iii) The contractor will take necessary precautions and due care to protect any material/ equipment/ hardware etc., while in custody of their Safety Officers / Supervisors, from any damages/ loss till the same is taken over by BHEL/ returned/ handed over to BHEL or customer. BHEL reserves the right to recover loss from contractor, in case the damage/ loss is due to carelessness/ negligence on the part of Safety Officer of the contractor. In case of any theft, while in custody of contractor's Safety Officer / supervisor, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequent police investigation report shall be submitted to BHEL for taking up with insurance.
- (iv) Safety Officers / Supervisors shall follow working hours, number of working days per week and holidays as per norms and holiday list of BHEL site where they are deployed. For terms of Payment and other related details regarding working hours and leaves, refer Part-I, Chapter-VII, Terms of Payment of Volume-IA, Technical Conditions of Contract.
- (v) All Insurance and other liabilities of Safety Officers / Supervisors posted at sites shall be the responsibility of the bidder. The bidder shall indemnify BHEL against all risks and consequential liabilities that may occur due to the negligence of their Officers / Supervisors.
- (vi) Compliance of all statutory requirements like Employee compensation, PF, Minimum Wages etc., as applicable to their Officers / Supervisors posted at site shall be in bidder's scope and bidders will have to submit the copies of relevant documents to BHEL at the time of or during the deployment of their personnel.
- (vii) Depending upon the site requirement, the no. of Safety Officer(s) / Supervisor(s) to be deployed at site may increase or decrease. Bidder may note this while quoting their rates.
- (viii) Contractor shall fully understand scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-I, Chapter-III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

Tender Specification No. - YTPS: SCT: 202110-63

Page 50 of 60

Sl. No	Description	Scope to be taken care by Remarks	
		BHEL (PSSR Yadadri site)	Bidder
1	Reasonable office space with furniture excluding PC and peripherals	Yes	No
2	Expenditure towards use of mobile phone in relation to work at site.	No	Yes
3	Accommodation (Bachelor / Family type as applicable)	No	Yes
4	Conveyance	No	Yes
5	Food	No	Yes
6	All PPE's like Helmet, safety shoes and Gloves etc.	No	Yes

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# **TECHNICAL CONDITIONS OF CONTRACT (TCC)**

## **Part-I, Chapter-IV: T&Ps and MMEs to be deployed by Contractor**

Tender Specification No. - YTPS: SCT: 202110-63

Page 51 of 60

---

### **4. Not Applicable**

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-I, Chapter-V: T&Ps and MMEs to be deployed by BHEL on sharing basis

Tender Specification No. - YTPS: SCT: 202110-63

Page 52 of 60

### 5. Not Applicable

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-I, Chapter-VI: Time Schedule

Tender Specification No. - YTPS: SCT: 202110-63

Page 53 of 60

### 6.1 Contract Period:

The period of contract is for 12 months from the date of Letter of Award / Work Order. However, this contract may be extended (up to a maximum of another 03 months) on the same terms & conditions, at the same rates, and at the discretion of BHEL.

### 6.2 Mobilization:

Safety Officers / Safety Supervisors shall be mobilized within 15 days from the date of receipt of clearance / intimation from BHEL.

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-I, Chapter-VII: Terms of Payment

Tender Specification No. - YTPS: SCT: 202110-63

Page 54 of 60

- 7.1 Based on man months deployed and certification by General Manager for services at site, monthly payment will be made to the Contractor on pro-rata basis within 30 days of submission of bills.
- 7.2 It shall be the responsibility of Contractor to obtain and submit certificate from BHEL authority regarding deployment of Safety Officers / Safety Supervisors (attendance statement).
- 7.3 Period between 1st day of the last month to last day of that month shall constitute one month.
- 7.4 The Contractor shall submit the monthly bills along with certification (as mentioned above) latest by 7th of succeeding month to respective BHEL site office.
- 7.5 Deductions, if any, shall be made by BHEL from the monthly bill and payment made within 30 days by respective BHEL site subject to correctness and completeness of the bill.
- 7.6 The RA bill payment shall be made as per Cl. No. 10.0 of Chapter –X of SCC (part of Volume I-BCD) and cl no 2.23 of GCC (part of Volume I-BCD). However, Clause no.10.3 & 10.4 of Chapter –X of SCC shall not be applicable.
- 7.7 However, schedule of regular disbursement of payment to Safety Officers / Safety Supervisors shall be ensured irrespective of release of payment from BHEL.
- 7.8 The bills and relevant documents shall be submitted at the following address for payment.

General Manager/Yadadri  
Bharat Heavy Electricals Limited  
5x800 MW Yadadri TPS Project Site  
Power Sector-Southern Region  
Village - Veerlapalem, Mandal - Damarcherla,  
District - Nalgonda  
Telangana– 508 355

GST Number: 36AAACB4146P1ZG

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-I, Chapter-VIII: Taxes and other Duties

Tender Specification No. - YTPS: SCT: 202110-63

Page 55 of 60

### 8.1 Goods and service Tax (GST) & Cess:

- The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project / work. If the Successful Bidder submits Invoice from a GST No. from outside the state where the project is being executed, then the Bidder shall furnish a declaration for the same in their Letter head, for the single supply of services/short term supply of services.
- Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.
- Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill to' details will be as below:

BHEL GSTN - 36AAACB4146P1ZG

NAME - BHARAT HEAVY ELECTRICALS LIMITED

ADDRESS - BHEL SITE OFFICE, YADADRI THERMAL POWER STATION (5X800 MW),  
VEERLAPALEM VILLAGE, DAMERACHERLA MANDAL, NALGONDA DISTRICT - 508355

- GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.
- Bidder Shall submit E-Invoice as per the GST Rules, if E-Invoicing has been enabled against their GSTIN No. Otherwise a Declaration may be submitted along with Invoice certifying that E-Invoicing is not enabled against their GSTIN No.

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: www.bhel.com

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-I, Chapter-VIII: Taxes and other Duties

Tender Specification No. - YTPS: SCT: 202110-63

Page 56 of 60

- Bidder shall note that if the service which they are going to provide to BHEL is covered under RCM, then BHEL shall discharge the liability on RCM basis and no GST Payment will be released to the Bidder in any circumstances.

### 8.2 All taxes and duty other than GST & Cess:

The contractor shall pay all (save the specific exclusion viz GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

### 8.3 Statutory Variations:

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

### 8.4 New Taxes/Levies:

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

### 8.5 Direct Tax:

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-II, Chapter-I: Format for Furnishing CV of Safety Officer / Safety Supervisor to be Deployed

Tender Specification No. - YTPS: SCT: 202110-63

Page 57 of 60

AGENCY: \_\_\_\_\_

PROJECT TO BE DEPLOYED IN: \_\_\_\_\_

POSITION: SAFETY OFFICER

### A. PERSONAL DETAILS:

1. Name : \_\_\_\_\_

2. Father's Name: \_\_\_\_\_

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

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-II, Chapter-I: Format for Furnishing CV of Safety Officer / Safety Supervisor to be Deployed

Tender Specification No. - YTPS: SCT: 202110-63

Page 58 of 60

### 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	Recognized by/affiliated to

### C. PG SAFETY QUALIFICATION DETAILS:

Sl no	Course	Duration			Institute	Recognized by/affiliated to
		From	To	Time in yr		

### D. FIRST-AID TRAINING, ISO-14000 & OHSAS-18000 AND OTHER SPECIAL HSE RELATED TRAINING DETAILS:

### E. EXPERIENCE:

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

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: www.bhel.com

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Part-II, Chapter-I: Format for Furnishing CV of Safety Officer /**  
**Safety Supervisor to be Deployed**

Tender Specification No. - YTPS: SCT: 202110-63

Page 59 of 60

F. COMPUTER KNOWLEDGE DETAILS:

G. ANY OTHER DETAILS RELATED TO QUALIFICATION AND EXPERIENCE:

ENDORSED BY AUTHORISED  
SIGNATORY OF AGENCY:  
SEAL AND DATE:

(SIGN OF THE CANDIDATE)  
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 Qualification, Technical Qualification, Experience must be submitted along with CV.

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Part-II, Chapter-II: Format for Furnishing Health Check-up Details of the Safety Officer / Safety Supervisor

Tender Specification No. - YTPS: SCT: 202110-63

Page 60 of 60

NAME:

AGE:

SEX:

History Of Past Illness	H/O Epilepsy	
	H/O Drug Allergy	
	H/O Diabetics/ Hypertension	
	H/O Unconsciousness	
<b>EXAMINATION</b>		<b>OBSERVATION</b>
<b><u>General Physical Examination</u></b>		
Height		:
Weight		:
BMI		:
Built And nourishment		:
Pallor		:
Temperature		:
Chest Expansion		: Inspiration
Expansion		
Lymph Node Enlargement		:
<b><u>Ear, Nose, Throat</u></b>		:
Ear		:
Nose		:
Throat		:

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: www.bhel.com