



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)

ELECTRONICS DIVISION, BANGALORE

NOTICE INVITING TENDER

Sealed offers in two part bid system are invited for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED. Issue of tender to any bidder shall not construe that the bidder is considered to be qualified. Consideration of their offer is subject to compliance of all other technical and commercial terms etc specified below. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	CE/ES/2016-17/12/NTPC-GDR-SAFETYOFFICER/PBM
ii	Broad Scope of job	Contract for provision of safety officers
iii	DETAILS OF TENDER DOCUMENT	
A	Forms and Procedures etc.	Applicable.
B	Commercial Conditions of Contract	Applicable.
C	Price Schedule (Absolute value)	Applicable
iv	Issue of Tender Documents	Tender documents sent along with NIT. Applicable
v	DUE DATE & TIME OF SUBMISSION OF TENDER	Date: 07.09.2016 Time: 01.00 PM. Place: BHEL EDN, Mysore Road, Bangalore-26 Applicable
vi	OPENING OF TENDER	Date: 07.09.2016 Time: 01.30 PM Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. Applicable
vii	EMD AMOUNT	Rs. 40,000/- 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 on each page, 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 Unless specifically stated otherwise, bidder shall have to deposit EMD amount through Demand Draft only in favour of Bharat Heavy Electricals Ltd, payable at Bangalore.

4.0 Procedure for Submission of Tenders: The Bidders 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-III)
- One set of tender documents shall be retained by the bidder for their reference.

5.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. (All pages to be signed and stamped).

Description
Part-I A
ENVELOPE -I super scribed as :
PART-I (TECHNO COMMERCIAL BID)
TENDER NO:
NAME OF WORK:
PROJECT:
DUE DATE OF SUBMISSION:
CONTAINING THE FOLLOWING:-
Covering letter/Offer forwarding letter of Bidder.
Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under Sl. no (i) above.
Supporting documents / annexure / schedules/ drawing etc as required in line with Pre-Qualification criteria. 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.
All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.
Duly filled-in annexures, formats etc as required under this Tender Specification/NIT
Notice inviting Tender (NIT)
Commercial Conditions of Contract (CCC)
Forms & Procedures etc.
Price schedule (UNPRICED - without disclosing rates/price, but mentioning only 'QUOTED' against each item.)
Any other details preferred by bidder with proper indexing.

PART - I B
ENVELOPE - II superscribed as:
PART-I (EMD)
TENDER NO:
NAME OF WORK:
PROJECT:
DUE DATE OF SUBMISSION:
CONTAINING THE FOLLOWING:-
Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with BHEL-EDN.

PART - II
ENVELOPE - III superscribed as:
PART-II (PRICE BID) TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:
CONTAINING THE FOLLOWING:-
Price schedule (PRICED - with rate/price, as per the price format.

OUTER COVER
ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) super-scribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:
CONTAINING THE FOLLOWING:
Envelopes I Envelopes II Envelopes III

SPECIAL NOTE:

- A) Your offer & documents submitted along with offer shall be signed & stamped in each page by your authorized representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) All documents/ annexure 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 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Tech no-commercial bid/ Price bid shall 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 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.
- 9.0 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.
- 10.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, 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.

- 11.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD, if held.
- 12.0 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.
- 13.0 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.
- 14.0 Validity of the offer shall be for ninety days from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 15.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 16.0 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.
- 17.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 18.0 EMD shall not carry any interest.
- 19.0 EMD of the successful bidder shall be converted to Security Deposit
- 20.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website (www.bhel.com).
- 21.0 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 Schedule
 - d) Commercial Conditions of Contract (CCC)
 - e) Technical Specifications
 - f) Forms and Procedures

for BHARAT HEAVY ELECTRICALS LTD

AGM - ES

Agency	Contact details	
BHEL, Electronics Division	Address	Mysore Road, Bangalore – 560026
	Phone no	080 – 26998636, 09449869632
	E-mail	msudhir@bheledn.co.in

Enclosure

1. Annexure-1: Format of No deviation Certificate.
2. Annexure-2: Format for seeking clarification.
3. Annexure-3: Check List.
4. Other Tender documents as per this NIT.

ANNEXURE-1

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

TO,
AGM - ES
BHARAT HEAVY ELECTRICALS LIMITED,
Electronics Division,
Mysore Road
Bangalore - 560026

Sub	No Deviation Certificate.	
Job	Contract for provision of safety officers	
Ref	1.0	Tender no - CE/ES/2016-17/12/NTPC-GDR-SAFETYOFFICER/PBM
	2.0	All other pertinent issues till date.

Dear Sirs,

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

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

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

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

Thanking you,

Yours faithfully,

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

ANNEXURE-2

FORMAT FOR SEEKING CLARIFICATION

Job	Contract for provision of safety officers
TENDER NO	CE/ES/2016-17/12/NTPC-GDR-SAFETYOFFICER/PBM

Sl no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

CHECKLIST

ANNEXURE-3

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

1	Name and Address of the Bidder		
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 (V) whichever applicable:-	
		ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR NINETY DAYS FROM DUE DATE	
		APPLICABILITY (BYBHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA 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	Applicable	YES/NO
8	Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read	Applicable	YES/NO
10	Integrity Pact	Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable	YES/NO
12	No Deviation Certificate	Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable	YES/NO
15	Non Disclosure Certificate	Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable	YES/NO

17	Capacity Evaluation of Bidder for current Tender	Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO
20	Service Tax registration form (ST-2)	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

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

Date

The following are the criteria for providing safety services

1. The agencies shall have a minimum of 3 preceding year's continuous experience in providing Safety Officers to reputed companies including Public Sector Undertakings. Current work order copies or completion certificate from Customer to be enclosed as proof.
2. Agency incorporation / registration certificate to be furnished.
3. The agencies shall provide annual financial turnover details towards the last 3 years ending 31, March 2016, which should be Rs. 15 lakh or above in any of the two years in these three years. The details / balance sheet for having successfully executed such service orders shall be produced for proof.

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COMMERCIAL CONDITIONS OF CONTRACT	PAGE 1 OF 5

These Commercial conditions shall be construed as part of tender document and shall be read along with General Conditions of Contract. In case of any conflict or inconsistency between the general conditions and these commercial conditions, the later shall prevail.

Cl. No.	DESCRIPTION
1.0	SCOPE OF WORK
	To oversee the safety requirement during execution & maintain all the required records which are mandatory and advise resident Manager like safety activities as per scope & specification no. Safety/SPEC/001 and terms & conditions as specified as part of the NIT.
2.0	DEVIATIONS/CLARIFICATIONS
	The bidder is required to submit with his offer in the relevant schedule/ format without any ambiguity. Any assumptions, presumptions, deviations etc. indicated or implied anywhere by the bidder except those indicated in the deviation schedule/format will not be recognized and will not form a part of consideration/offer. In the absence of such filled-up schedule/ format it will be understood and agreed that the bidder's offer is based on strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any/all deviations submitted after opening of the bid.
3.0	Departmental charges
	Any material or Service to be issued / rendered by BHEL (unless specially stipulated to be free of cost / cost recoverable basis) to the bidder, the same shall be made available along with 15% departmental charges over and above the cost. BHEL shall not be responsible for any delay due to this reason and delay shall be to the bidders account.
4.0	CONTRACT PERIOD
	32 months initially from the date of first HSE services provided at the first site, extendable as per requirement.
5.0	MOBILIZATION ADVANCE/INTEREST BEARING RECOVERABLE ADVANCE
	Not Applicable for this tender.
6.0	QUANTITY VARIATION
6.1	The quoted rates shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limits of Plus (+) or Minus (-) 30% of awarded contract value.
6.2	Compensation due to variation of final executed value in excess of the limits defined in clause above, shall be as follows: <ul style="list-style-type: none"> a) In case the finally executed contract value reduces below the lower limit of Contract Value due to quantity variation specified above, the contractor will be eligible for compensation @ 15% of the difference between the lower limit of the contract value and the actual executed value. b) In case the finally executed contract value increases above the upper limit of Contract Value due to quantity variation specified above, there will be no revision in the rates within the contract period.
7.0	PRICE VARIATION CLAUSE (PVC)
	PVC is not applicable for this tender. The prices quoted shall be firm till the contract period including any extension thereof.

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COMMERCIAL CONDITIONS OF CONTRACT	PAGE 2 OF 5
8.0	CONTRACT PRICE
8.1	The bidder shall quote their unit rates strictly in accordance with prescribed Price schedule. Taxes, duties, etc shall be applicable as per tender provision. The above charges include the visit of expert once in three months if requested by us.
9.0	TAXES AND DUTIES
9.1	TDS under Income Tax/ any other act as envisage time to time, if any, shall be deducted at prevailing rates on Gross Invoice Value from the Running Bills unless Exemption Certificate from the Appropriate Authority / Authorities is furnished.
9.1.1	The changes implemented by the Central / State Government in any taxes & duties applicable to the contract during the tenure of the contract viz. increase / decrease in the rate of taxes 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.
9.2	SERVICE TAX
9.2.1	Service Tax: Service Tax along with Educational Cess to Service Tax as legally leviable & payable by you, vide Sec-65B (44), shall be paid by BHEL on your gross bill by BHEL against documentary evidence of Service tax payment (Service Tax remittance challan) made to concerned Service tax authorities corresponding to the tax claimed in the previous invoice / RAB. In case Service Tax is payable by BHEL under reverse charge mechanism vide Notification No. 30/2012-Service Tax dtd. 20-06-2012, shall be paid separately.
9.2.2	The Contractor shall issue invoice complying with Rule 4A of the Service Tax Rules 1994. The invoice shall indicate the name, address and the registration number (PAN Based STC No.) of the Contractor.
9.2.3	Contractor shall furnish proof of Service Tax registration (ST-2) with Central Excise Division covering the Services. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this Project.
9.2.4	BHEL will not be held to be responsible for non-compliance of various Service Tax Rules, being framed from time to time.
9.2.5	Point of Taxation Rule, 2011 has come into operation from 01-04-2011. As per the rule Invoice must be generated within 30 days from the date of completion of service. In such case, the date of invoice will be the relevant date. However, if the invoice is not generated within 30 days as stated above, the date of completion of service shall be the relevant date.
9.2.6	Contractors must take adequate care and cautions w.r.t "Point of Taxation Rule,2012" as otherwise both the Contractors (for non-compliance) and BHEL (unable to take Credit on Input Services, resulting in extra fund flow in that particular month) will suffer.
9.3	Contractor shall comply with the Point of Taxation Rules, as contemplated under the Service Tax Rules. In case, the CENVAT credit could not be availed by BHEL within the time limit (statutory), due to delay in submission of invoice(s) or for any other

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COMMERCIAL CONDITIONS OF CONTRACT	PAGE 3 OF 5
	reason(s) attributable to vendor(s)/contractor(s), liability towards the loss of such CENVAT credit shall be to the vendor(s)/contractor(s) account. TDS shall be made for IT as per Income Tax act.
9.4	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.
10.0	PAYMENTS TERMS AND MODE OF PAYMENT
	<p>Payment against receipt of your invoice with required supporting documents. Invoices shall be sent along with certification of attendance, duly certified by our RM/ Representative. Documentary proof to be given with regard to Service tax registration, wage register, attendance register, PF, ESI, workmen compensation policy, as applicable. 90% of the payment shall be made on monthly payment basis. Balance 10% payment shall be made on completion of contract along with Final Bill</p> <p>All payments will be made from our HQ through NEFT/EFT only. Necessary details like bank account no., branch details etc to be provided by the bidder for effecting the EFT payment. The final bill amount would be released only on production of clearance certificate from PF/ESI and labour authorities as applicable.</p>
11.0	STATUTORY REQUIREMENT
11.1	Refer relevant clauses of General Conditions of Contract (GCC) also in this regard
11.2	Contractor shall also comply with the requirements of local authorities/ project authorities calling for police verification of antecedents of the staff etc.
11.3	Contractor shall deduct the necessary amount towards Provident Fund and contribute equal amount as per Government of India laws. This amount will be deposited regularly to the provident Fund Commissioner. BHEL/Customer may insist for submission of the account code duly certified by PF Commissioner.
11.4	Contractor may also be required to comply with provisions of ESI Act in vogue if applicable and submit evidence to BHEL.
12.0	ARBITRATION & RECONCILIATION
12.1	Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL and if such Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL is unable to or unwilling to act, as the sole arbitrator, such dispute will be referred to the sole arbitration of some other person appointed by the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL who is willing to act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. There will be no objection, if the

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	<p>arbitrator so appointed is an employee of BHEL and that he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred by vacating his office or being unable to act for any reason, such Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as sole arbitrator in accordance with the terms of the contract, and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.</p> <p>It is a term of the contract that the party involving arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.</p> <p>The arbitrator (s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.</p> <p>The work under the Contract shall, if reasonable possible, continue during the arbitration proceeding and no payment due to payable to the Contractor shall be withheld on account of such proceedings. Further, no coercive action should be taken by the parties under the dispute during the arbitral proceedings.</p> <p>The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract.</p>
12.2	The cost of arbitration shall be borne equally by the parties.
12.3	Work under the contract shall be continued during the arbitration proceedings.
13.0	PROVIDENT FUND & MINIMUM WAGES
13.1	<p>The contractor is required to extent the benefit of Provident Fund to the labour employed by you in connection with this contract as per the Employees Provident Fund and Miscellaneous Provisions Act 1952. For due implementation of the same, you are hereby required to get yourself registered with the Provident Fund authorities for the purpose of reconciliation of PF dues and furnish to us the code number allotted to you by the Provident Fund authorities within one month from the date of issue of this letter of intent. In case you are exempted from such remittance an attested copy of authority for such exemption is to be furnished. Please note that in the event of your failure to comply with the provisions of said Act, if recoveries therefore are enforced from payments due to us by the customer or paid to statutory authorities by us, such amount will be recovered from payments due to you.</p>
13.2	The contractor shall ensure the payments of minimum labour wages to the workmen under him as per the rules applicable from time to time in the state.
14.0	Ethics In Business Dealings
	<p>In order to protect its commercial interests, BHEL may take action against suppliers/ contractors by way of suspension of business dealings with them, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence</p>

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	the price as per the guidelines for Suspension of Business Dealings with Suppliers / Contractors available at www.bhel.com under “supplier registration page”.
15.0	Other Requirements :
15.1	Contractor to specify whether they are recruiting new people or they will supply from the existing manpower for the given scope of work.
15.2	In case BHEL finds safety officer is not meeting the requirement of the contract, the agency shall replace the safety officer with another one meeting the contract requirement within one week of intimation by BHEL.
15.3	All other terms shall be as scope & specification no. EDN/GDR/Safety/SPEC/00.

SCOPE OF WORK AND SPECIFICATION

1. Minimum Qualification and Experience of Safety Officers required:

A Diploma in Engineering along with a diploma in Safety Engineering / Construction Safety / Diploma in Fire and Safety from a government approved institution. Minimum 2 Years' experience in handling Safety related issues at a large Construction sites / Thermal Power Plants.

OR

A bachelor degree with 7 years' experience in handling Safety related issues at a large Thermal Power Plants.

2. Scope of Work to be carried out by Safety Officers: (Acceptance to be given in writing):

1. To assist Site incharge in the identification & implementation of Occupational Health related Management Programmes (OH MP)
2. To assist Site incharge in the compliance of Operation Control Procedures (OCP) related to Occupational Health, Safety.
3. To conduct create awareness on all applicable Statutory Requirements in relation to safety matters among contract labours.
4. Designing Site Specific Safety Management Plan.
5. Ensuring relevant Safety Documents are available at Site through interaction with HQ through Site in charge
6. Finalizing list of Safety Documents to be generated from Site.
7. To assist Site incharge in the continuous identification of Hazard / risk and its analysis.
8. Advice site-incharge on safety related issues and submit weekly reports to Site-incharge on activities / compliance of safety norms.
9. Ensuring and conductance of regular Tool Box Meeting.
10. Conducting periodic training to BHEL / Contractor's employees on Fire Fighting System, Accident prevention, proper use of tools & tackles, Demonstration on use of PPEs, Electrical safety Systems, Good Safety Practices at Site and the essence of all the applicable Statutory Requirements.



11. Conducting periodic Safety Audit at Site as per IS and International Standards / Periodic Safety Meeting and the required follow up actions.
 12. To ensure regular Site Safety reporting to HQ
 13. Planning for on Site Emergencies and emergency preparedness plan in coordination with Customer.
 14. Conducting mock drill once in six month to ensure preparedness in case of emergency like fire, accident etc.
 15. To assist in Customer specific Safety assignments if any.
 16. To assist Site in-charge in the formation of Safety / Fire Safety Committees.
 17. To participate and witness the Inspection & Testing of Tools & Plants conducted by approved / competent agencies.
 18. To assist Site in-charge in identifying & executing Management Programs (MP) in Safety.
 19. To assist Site in-charge in the continuous identification of Aspect / Impact and Its analysis.
 20. To assist Site in-charge in the identification & implementation of Environmental Management Programs (EMP).
 21. To assist Site in-charge in the compliance of Operation Control Procedures (OCP) related to Environment.
 22. To assist Site in-charge in the identification and implementation of resource and Energy Conservation practices.
 23. To maintain/ verify with contractors statutory records, documents and to make available them as and when called for by the statutory authorities like labour commissioner, inspector of factories etc.
 24. To assist Site in-charge in case of any unfortunate accidents including liaising with statutory authorities.
3. Other Requirement/conditions:
- a) Contract Period: The requirement is for 32 months extendable up to Twelve months from the date of first HSE services provided at the first site.
 - b) Payment will be made against receipt of your invoice with required supporting documents. Invoices shall be sent along with certification of attendance, duly certified by our RM/ Representative. The above charges include the visit of expert once in three months if requested by us. All payments will be made from our HQ through NEFT / EFT. Necessary details like bank Account No., etc., to be provided by you for effecting the



- EFT payment.
- c) Transport for safety officer deputed at site will be provided by BHEL
 - d) Working hours and working days are as per normal working hours and normal working days as followed by BHEL-EDN at site.
 - e) Documentary proof to be given with regard to Service tax registration, PF, ESI, workmen compensation policy, wage register/attendance register as applicable.
 - f) Generally HSE Engineer need not stay beyond working hours. But, in case site need the services, and to stay beyond working hours, it is expected to render services at no extra payment. However, compensatory off can be availed by the individual within the contract period calculating the total hours over and above the first two hours beyond normal working hours. Working on holidays declared by BHEL–EDN site office can also be compensated by availing off with the prior permission of the site incharge.
 - g) In addition to the above, 15 days of leave for a period of one year (1.25 day for every completed calendar month) can be availed by the Safety Officer in a single spell / more , with the approval of Site incharge.
 - h) For absence beyond the holidays and eligible leave, charges will be deducted on prorata basis (considering 30 days/PM), of payment.
 - i) The deployment of Safety Officers to be made within 15 days from the intimation provided by BHEL/EDN for 2x800MW, NTPC-Gadarwara site.
 - j) The PPE's required for the Safety Officer shall be provided by Vendor.
 - k) In all cases, decision of BHEL is final and binding all contractual requirement. Enquiry terms & conditions along with clarification provided during tendering stage by BHEL in this regard shall form part of the contract.

Price format for contract for provision of safety officers

Enquiry no : CE/ES/2016-17/12/NTPC-GDR-SAFETYOFFICER/PBM

Sl.No.	Description	Quantity	UOM	Unit Price (Rs)	Total Price (Rs)
1	Provision of safety officers	1	Man- Months		
Total Price (for arriving at 'L1' status) =					

Total Price in words :

Service tax rate_____% (Payable extra at actuals).

Signature and seal of the bidder