



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
पारेषण व्यापार समूह, नोएडा/Transmission
Business Group, Noida

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited (hereinafter referred to as **BHEL**) is a Central Public Sector Enterprise, having its Branch office at Transmission Business Group, 5TH Floor, Advant Navis IT Business Park, Tower-A, Plot no-7, Sector-142, Express way Noida, Distt. Gautambudh Nagar-201301, invites offer in sealed cover under two part bid system (Part-I: Techno commercial Part & Part-II: Price Part) from the competent agencies for **“Rate contract for Safety Consultancy services to provide Safety officers at TBG sites for the period of Two (02) Years”**

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	TBSM/RC/SAFETY CONSULTANCY/ TENDER/20-21/TENDER
2.	Date of Issue of Tender:	17.07.2020
3.	Type of Tender:	Open Tender
4.	Tender Title:	“Rate contract for Safety Consultancy services to provide Safety officers at TBG sites for the period of Two (02) Years”
5.	Location of BHEL-premises where work is to be carried out	Transmission Business Group, 5TH Floor, Advant Navis IT Business Park, Tower-A, Plot no-7, Sector-142, Express way Noida, Distt. Gautambudh Nagar-201301.
6.	Last date/ time for receipt of tender:	07.08.2020 by 14.30 Hrs
7.	Date/ time of opening of (Part-I):	07.08.2020 at 15:30 Hrs
8.	Place of Submission of Tender / Bid:	Tender Box- TBSM, placed at the reception of above mentioned address at point no. 5.
9.	Tender will be opened at:	BHEL TBG– HQ Noida of above mentioned address at point no. 5.
10.	Date/Time of price bid opening:	Will be intimated separately to the Techno-commercially qualified bidders in due course of time.
11.	EMD (in Rs):	Rs. 2,45,516/- Only. In favour of BHEL, Payable at New Delhi.
12.	Tender Fee	Nil
13.	Tender Value	Tentative value of services to be hired is Rs. 1,22,75,788/- (excluding profit charges & GST)
14.	Minimum Validity of tender offer:	120 days from the due date of submission of offer.
15.	Scope of Work:	to provide Safety officers at TBG sites for the period of Two (02) Years
16.	Duration of Contract:	Two Years

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.

(Mukesh Paswan)
Addl. General Manager (TBSM)

E-mail: paswan@bhel.in, Mobile No.: +91-9560989092

5TH Floor, Advant Navis IT Business Park, Tower-A, Plot no-7, Sector-142, Express way Noida, Distt. Gautambudh Nagar-201301

पंजीकृत कार्यालय: बी.एच.ई.एल. एसर फोर्ट नई दिल्ली 110049 -

Regd. Office : BHEL HOUSE, Siri Fort, New Delhi - 110049

TABLE OF CONTENTS/ INDEX

PART-I

Sections/Annexures	Contents	Nos of pages
Notice Inviting Tender and Section-I	NOTICE INVITING TENDER	19
	TABLE OF CONTENTS	
	GENERAL CONDITIONS OF TENDER	
Section-II	GENERAL TERMS & CONDITIONS OF TENDER	10
Section-III	TECHNICAL CONDITIONS OF CONTRACT	20
Section-IV	QUALIFYING CRITERIA FOR THE BIDDERS	2
Section-V	PROCEDURE FOR SUBMISSION OF TENDER	1
Section-VI	ANNEXURES & DOCUMENTS REQUIRED	1
Annexure-A	NO DEVIATION CERTIFICATE	1
Annexure-B	DECLARATION CERTIFICATE	1
Annexure-C	BIDDER'S GENERAL INFORMATION	1
Annexure-D	FINANCIAL DETAILS OF THE BIDDER ALONG WITH WORK EXPERIENCE DETAILS	1
Annexure-E	CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD (ONLY FOR THOSE WHO ARE SUBMITTING EM-II CERTIFICATE)	1
Annexure-F	PROFORMA OF BANK GUARANTEE (in lieu of Security Deposit)	2
Annexure - G	PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY if permissible in NIT)	2
Annexure - H	PROFORMA OF AGREEMENT	2
Annexure-I	LETTER OF AUTHORITY	1
Annexure-J	E-BANKING MANDATE FORM	1
Annexure-K	Declaration for relation in BHEL	1
Annexure-L	Bill of Quantity Cum Price Schedule (unpriced)	2

PART-II

Annexure	Contents	Page No.
Section-VII Annexure-L (02 pages)	Bidder has to submit in separate sealed envelope after quoting their bid as per noting of Annexure-L and as per the procedure mentioned in section V i.e “PROCEDURE FOR SUBMISSION OF TENDER”	

SECTION-I
GENERAL CONDITIONS OF TENDER

1. GENERAL INSTRUCTION TO BIDDERS

1.1. DESPATCH INSTRUCTION

- 1.1.1. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. **COMMUNICATION & CORRESPONDENCE:** Bidder(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.7. Bidders are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidders have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given

in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.

1.1.8. All entries in the tender documents should be in one ink.

1.1.9. 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.

1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. SUBMISSION OF BIDS

1.2.1. Bidders must submit their bids as per instructions in the NIT i.e. bids shall be strictly in accordance with the tender specifications.

1.2.2. Bids submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.

1.2.3. After/during the scrutiny of technical bids, bidder(s) may be asked to attend meeting(s) for clarifications, if any.

1.2.4. **SITE/ LOCATION VISIT:** Before submission of Offer, the bidders are advised to understand the scope of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions. The Bidder shall not be entitled to hold any claim against BHEL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

1.3. COST OF BIDDING: The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

1.4. TENDER OPENING:

1.4.1. Tender shall be opened at Transmission Business Group, 5TH Floor, Advant Navis IT Business Park, Tower-A, Plot no-7, Sector-142, Express way Noida, Distt. Gautambudh Nagar-201301 on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. in the presence of representatives of bidders who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same. Bidders shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bids up to the time specified.

- 1.4.2. Carrying/ use of mobile phone/ camera and any such recording device by vendors' representatives in the Tender Opening Room is prohibited.
- 1.4.3. Price Bids of techno-commercially qualified bidders shall only be opened through the conventional price bid opening.
- 1.4.4. Price Bids of techno-commercially disqualified bidders shall not be opened.
- 1.4.5. All the techno-commercially acceptable bidders shall be informed of the date and time of opening of price bids telephonically or email by BHEL. The price bids shall be opened on the due date and time in the presence of representatives of techno-commercially acceptable bidders who would like to be present.

1.5. LANGUAGE

- 1.5.1. The bidder shall quote the “**PERCENTAGE (%) SERVICE CHARGE**” in English language and international numerals **ONLY**. The “**SERVICE CHARGE**” shall be entered in figures as well as in words. “Service Charges” shall be considered up to **TWO decimal points only**. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.
- 1.5.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.5.3. Currencies of Bid & Payment: Indian Rupees (Rs) only.
- 1.5.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.5.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.

1.6. PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis.

- 1.6.1. If, in the price structure quoted for the required services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 1.6.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 1.6.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

- 1.6.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

1.7. PARTICIPATION OF BIDDERS: Only bidders [Proprietorship Firms, Partnership Firms, Companies, Corporations] who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer, in line with PQR of this tender.

1.8. LEGAL STATUS OF THE BIDDER (Who can apply):

- 1.8.1. The bidder shall be a legally qualified person as per Indian Contract Act 1872. The Bidder shall be either an individual or a Company incorporated under the Companies Act 1956 or a Partnership Firm registered under the Partnership Act, 1932.

- 1.8.2. A bidder may be a Private Entity or PSU or Government owned entity.

1.9. POWER OF ATTORNEY:

- 1.9.1. In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners is to be submitted

- 1.9.2. in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

- 1.9.3. The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

1.10. Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning ‘Q’ in all the columns where quote is to be offered by the bidder.

1.11. TENDER PRICES:

- 1.11.1. Unless explicitly stated otherwise in the tender document, the contractor shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and Payment shall be made as per accepted rates based on the activities carried out as mentioned in Section-III under head “Technical Conditions of Contract (TCC)”.

- 1.11.2. While quoting the “Service Charge”, bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance-Premium, Overheads, Profit Margins, Conveyance Charges, Amount of Security Deposit, Statutory Requirements / Obligations, Contractual Obligations and any other expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by Bidder as per Tender Document) so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the Government of Uttar Pradesh. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, Statutory liabilities, etc. and then submit the price accordingly.

- 1.11.3. If a bidder quote “Nil” service charge, the bid shall be treated as unresponsive and will not be considered for evaluation (in terms of provisions of Ministry of Finance, Dept. of Expenditure No 29(1)/2014-PPD dated 29/1/2014).
- 1.11.4. Bids without any element of cost over and above wages/ statutory payments (or below it) shall be treated as ‘Nil’ price quotation and would be rejected. The Contractor shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and BHEL shall not be liable for any dues for availing the services of the personnel.
- 1.11.5. All duties, taxes and other levies payable by the service provider under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.
- 1.11.6. The bidders are advised to quote the “Service Charges” in terms of percentage of total of monthly charges arrived at S. No. 19 in “Annexure-L” and same shall be payable to bidder.
- 1.11.7. The service charge quoted in the Price-bid shall be exclusive of GST as levied by the Govt. of India time to time. GST shall be payable as applicable on actual.
- 1.11.8. Lowest “Service Charge” received against the tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L-1 price is not the lowest-acceptable price to them inter-alia other reasons.
- 1.12. TENDER EVALUATION / EVALUATION OF BIDS:** Tender evaluation shall be carried out on the basis of PQR and other techno-commercial terms & conditions specified in the tender documents and corrigenda, addenda, amendments thereof, if any, shall be communicated to all the bidders before price bid opening.
 - 1.12.1. The priced bids of techno-commercially qualified bidders shall be opened and shall be considered for evaluation.
 - 1.12.2. Evaluation of Part-II (Price-bid) Bid shall be done on lowest quote basis i.e. %age (Percentage) Service Charge quoted by the techno-commercially qualified bidder.
 - 1.12.3. In the event of more than one bidder having quoted identical lowest “Service Charge” and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised service charges. This process would continue till the distinct acceptable L-1 rate is arrived.
 - 1.12.4. If distinct L1 rate isn’t arrived at S. No. 1.12.3 and a tie prevails between more than one bidders at lowest acceptable rate (in line with tender terms & condition), then the L-1 will be decided based on lottery which will be carried out in the presence of all the L-1 bidders or their representatives who chose to be present.
 - 1.12.5. Based on the above outcome, the bidders would be ranked from L-1 position in ascending order.
 - 1.12.6. If the Service Charge percent is not filled up in the Price-bid and is not as per the requirements of the bidding documents, the same shall be omitted from evaluation.

1.13. APPLICABLE CONTRACTUAL VARIATIONS:

Please refer, SECTION III, TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter -III :- Time Schedule of the tender document

- 1.14. VALIDITY OF OFFER:** Offers shall remain valid for **120 days** period from the due date of submission of bids (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with Clause-1.15 in all respects.

1.15. EARNEST MONEY DEPOSIT (EMD):

- 1.15.1. EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT (Pre-qualification bid / PART-I). Every bid must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

- i) Each tenderer, participating in the tender, has to deposit/furnish EMD of **Rs. 2,45,516/-** in the following forms (along with the offer) in full:
 - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening);
 - b) Electronic Fund Transfer credited in BHEL account (before tender opening); (Details of BHEL account is mentioned in the tender document at cl. No.:- 1.17.
 - c) Banker's cheque/ Pay order/ Demand draft, **in favour of BHEL** (along with offer), **payable at New Delhi**;
 - d) EMD can also be accepted in the form of FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
 - e) In addition to above, EMD amount **in excess of Rs. Two (02) Lakhs** may also be accepted in the form of Bank Guarantee (**Refer Annexure G**). The Bank Guarantee in such case must be valid for at least six months.
- ii) EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid i.e. No other form of EMD remittance shall be acceptable to BHEL.
- iii) **MSEs bidders are exempted from the payment of EMD. However, there is no exemption of security deposit submission.**

- 1.15.2. EMD by the tenderer will be forfeited, if:

- i) After opening the bid and within the offer validity period, the tenderer revokes his offer or makes any modification in his bid which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security Deposit or to commence the work within the period as per LOI / Work Order.

- iii) EMD by the tenderer shall be withheld in case any action on the bidder is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited / released based on the action as determined under these guidelines.
- 1.15.3. EMD given by all unsuccessful tenderer shall be refunded normally within fifteen days from award of contract.
- 1.15.4. EMD shall not carry any interest.
- 1.15.5. Each bid shall be accompanied with a separate envelope carrying EMD, failing which the bid will be liable to be rejected.
- 1.15.6. Bidders may please note that “One Time EMD” provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as ‘One Time EMD’ with BHEL are also required to submit the requisite amount of EMD.

1.16. SECURITY DEPOSIT:

- 1.16.1. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of security deposit will be 5% of the total contract value. Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:
 - i) Cash (as permissible under the extant Income Tax Act);
 - ii) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL;
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Proforma of bank guarantee in lieu of security deposit is enclosed at **Annexure-F**;
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL);
 - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- 1.16.2. **COLLECTION OF SECURITY:** At least 50% of the required Security Deposit, including the EMD, **shall be collected before start of the work.** Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 1.16.3. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 1.16.4. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, at the discretion of BHEL
- 1.16.5. The security deposit shall not carry any interest.

- 1.16.6. EMD of successful tenderer will be retained as part of Security Deposit.
- 1.16.7. The validity of Security Deposit shall be **initially up to the validity of contract + six months**, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
- 1.16.8. 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 of successful bidder with BHEL.
- 1.16.9. **RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the contractual / statutory obligations or after 06 (six) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.
- 1.16.10. **BANK GUARANTEES:** Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with
- Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
 - The Bank Guarantee shall be as per prescribed formats.
 - It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
 - In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.
 - Bidders to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- 1.17. Bank Account Details for submission of EMD/ Security Deposit through electronic fund transfer mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, TOWER A ADVANT NAVIS IT BUSINESS PARK, PLOT NO. 7, SECTOR-142, EXPRESSWAY NOIDA, NOIDA - 201305 (U.P.)
NAME OF BANK	HDFC BANK
NAME OF BANK BRANCH	ARERA COLONY, BHOPAL
CITY	BHOPAL
ACCOUNT NUMBER	00620320000021
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	HDFC0000062
MICR CODE	462240002

1.18. REJECTION OF BIDS

- 1.18.1. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.
 - 1.18.2. BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
 - 1.18.3. Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
 - 1.18.4. If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
 - 1.18.5. If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
 - 1.18.6. Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
 - 1.18.7. In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
- 1.19. "The offers of the bidders who are under suspension and also the offers 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.

Integrity commitment, performance of the contract and punitive action thereof:

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.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: 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 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.

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.

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 price 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 extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions”.

- 1.20. The Bidder(s) 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 immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 1.21. No bidder shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the name of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the notice of BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.

1.22. PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

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
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.

- 1.22.1. MSE suppliers / bidders can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as **Annexure-F**) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year (latest Audited). Date to be reckoned for determining the deemed validity will be the last date of Bid submission (Part -1 in case of two part bid). 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 any deficiency in the above required documents are not submitted along with offer before price bid opening.
- 1.22.2. MSEs shall be exempted from payment of earnest money deposit at the time of bid submission. However, there is no exemption of security deposit submission.

1.23. RISK & COST: This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the bidder may see aforesaid guidelines.

1.23.1. Contractor's/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.

1.23.2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

1.23.3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.

1.23.4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.

1.23.5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

1.23.6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

1.24. The bid submitted by a techno commercially qualified bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late bids shall be returned to the bidders.

1.25. Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.

1.26. In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the bidder/s shall not be allowed to change his/ their price bids after the due date, within the validity period.

1.27. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.

- 1.28. In the event of any bidder, after finalizing the technical specification & scope of work, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.
- 1.29. BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 1.30. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 1.31. The Contractor will be abiding to execute the work assignments on job contract basis strictly in accordance with the terms and conditions of the tender documents.
- 1.32. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.33. **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 1.34. **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	Incident
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;

k.	If Contractor fails to perform any other obligation under the Contract;
----	---

- 1.34.1. The grounds mentioned hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.
- 1.34.2. In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.
- 1.35. RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 1.36. POST TECHNICAL AUDIT OF WORK & BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 1.37. SECRECY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.
- 1.38. FINALIZATION OF CONTRACT AND ALLOCATION OF JOB:**

The contract will be awarded for entire quantity to one party on overall L1 basis. The detailed project specific work order will be furnished to successful bidder on case to case basis.

SETTLEMENT OF DISPUTES:

- 1.39. CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation,

execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

1.40. ARBITRATION:

- 1.40.1. In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL .

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **NOIDA**.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

- 1.40.2. In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018dated 22.05.2018 as amended.

- 1.41. **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf

at NOIDA and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

1.42. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

1.42.1. If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

1.42.2. Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

1.43. FORCE MAJEURE: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a

situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

- 1.44. DEVIATIONS:** Deviations, if any, may be indicated in format enclosed at **Annexure-A**. Deviation mentioned elsewhere in the offer/tender shall not be considered. BHEL reserves the right to accept or reject the deviation sought. bidder may note that bid shall be in full compliance to the requirements of bidding document, failing which bid shall be considered as non-responsive and may be liable for rejection.

1.45. AGREEMENT TENURE & CONTRACT PERIOD:

The contract shall be valid for 02 (Two) years, effective from the date of issue of LOI/ Rate Contract whichever is earlier. However, BHEL may renew the contract for a further three months/ or part thereof with mutual consent, provided quantity is available as per term.

BHEL shall reserve the right and option to effect premature termination of this contract at any point of time, if felt necessary without any financial implication on BHEL.

A separate work order shall be issued for each particular project. The project specific work order shall be furnished to successful bidders on case to case basis. The contract value for each project specific case will be work out as per the contract. The quantities given in project specific BOQs will be tentative and may vary to any extent.

- 1.46.** Lowest “Service Charge” received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L-1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.47. BHEL reserves the right to verify pre-qualifying credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 1.48. No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a “no claim certificate (**WAM 10**)” in favour of BHEL in such forms as shall be required by BHEL after the works are finally accepted or finalization of Contract.
- 1.49. Clarification of Bids:** During evaluation of bids, BHEL may, at its own discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing over e-mail. If the response to the clarification is not received before the expiry of deadline prescribed in the request/e-mail, BHEL reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder. Also seeking clarification does not mean bidder’s bid has been accepted.

- 1.50. The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 1.51. **Liasoning with local and state authorities:** Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.52. **Value Engineering for better services and Cost Reduction:** Service Provider will use the expertise it has to suggest ways and means of improving the services and reducing cost.
- 1.53. **Reporting:** Service Provider will submit the Daily, Weekly, Monthly, Quarterly, Half-Yearly and Annual Reports as per the formats discussed and decided between BHEL and Service Provider. These Formats will be submitted by Service Provider within 1 week of commencement of Services at BHEL and will be finalized within one week from submission.
- 1.54. **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
पारेषण व्यापार समूह, नोएडा/Transmission
Business Group, Noida

SECTION-II

GENERAL TERMS & CONDITIONS OF TENDER

Note:- The below clauses of “General Terms & conditions of the contract” shall form a part of the tender document.

If any discrepancies found between below mentioned clauses and clauses in the “Technical Conditions of Contract (TCC) -Section III” of the Tender Documents”, the clauses mentioned in “Technical Conditions of Contract (TCC) -Section III” shall prevail.

2 GENERAL INSTRUCTION TO BIDDERS:

2.1 STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS: Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees, issued from time to time by the concerned authorities. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be as applicable with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to **THE CONTRACT LABOUR (REGULATION & ABOLITION) ACT-1970 AND THE RELATED RULES, THE MINIMUM WAGES ACT-1948 AND THE RELATED RULES, THE PAYMENT OF WAGES ACT-1936 AND THE RELATED RULES, THE FACTORIES ACT -1948, THE EMPLOYEES' PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT 1952, EMPLOYEES' DEPOSIT LINKED INSURANCE (EDLI) SCHEME-1976, EMPLOYEES' PENSION SCHEME-1995, EMPLOYEES' STATE INSURANCE ACT-1948 (TO THE EXTENT AS MAY BE APPLICABLE, IF ANY), THE EMPLOYEES COMPENSATION ACT 1923 (TO THE EXTENT AS MAY BE APPLICABLE, IF ANY), PAYMENT OF BONUS ACT-1965, PAYMENT OF GRATUITY ACT-1972, INTER-STATE MIGRANT WORKMEN (REGULATION OF EMPLOYMENT & CONDITIONS OF SERVICE) ACT-1979, EQUAL REMUNERATION ACT-1976, INDUSTRIAL EMPLOYMENT (STANDING ORDER) ACT-1960 , THE INDUSTRIAL DISPUTES ACT-1947, THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT-2013, INCOME TAX ACT (WITH SPECIAL REFERENCE TO TDS U/S 192 TO 195 OF THE ACT), GST ACT-2017, CHILD LABOUR (PROHIBITION AND REGULATION) ACT, 1986, AND RULES, U.P DOOKAN AUR VANIJYA ADHISHTHAN ADHINIYAM, 1962, MATERNITY BENEFIT ACT, 1961, INTER-STATE MIGRANT WORKMEN ACT, 1979, THE CODE ON WAGES, 2019 and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.**

2.2 DEATH CUM ACCIDENTAL INSURANCE POLICY: The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or

working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of Rs. 5.00 Lakhs per individual. The sum assured (₹5.00 Lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs.5.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above mentioned insurance scheme at all times during the validity of contract.

2.3 **The bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.**

2.4 The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for all the personnel deployed by the Contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event. the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.

2.5 BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose. Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job. Contractors are advised that workforce must be employed without any discrimination on caste or creed basis. Whenever it comes to notice that undue influence (external) is exerted to appoint select workforce, the Contractor shall report the same immediately, with necessary details, to Work Order issuing authority. Any complaints received regarding workforce exploitation (i.e. non-compliance of labour laws, release of less payment/perks, delay in payment etc.) shall be viewed very seriously and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during execution of the Contract.

2.6 Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance of the contractor like Timely rendering of services; Quality of works/services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform, Timely payment of wages, and other terms & conditions of contract.

2.7 The Contractor shall perform the work assignments to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition,

BHEL shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.

2.8 The Workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL. In this connection, the contractor has to submit an affidavit duly signed by all the workforce deployed at BHEL.

2.9 **CARE & TREATMENT:** Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. **Provisions of First Aid Facility should be provided & maintained by the Contractor so, as to be readily accessible during all working hours.** Adequate arrangement shall be made for immediate recoupment of the equipment when necessary. In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in su

2.11.1 Employees Provident Fund & Miscellaneous Provisions Act, 1952: The Contractor has to maintain the Eligibility Register and Online Returns submitted in compliance to Para 36B of the EPD Scheme 1952. Copies of Nomination cum Declaration prescribed under the Payment of Wages Act 1936, The Employees Provident Fund & Miscellaneous Provisions Act 1952, and The ESI Act 1948.

2.11.2 The Payment of Bonus Act, 1962: (Where applicable)

- Register showing the details of the amount of bonus due to each of the contract workers, the deductions under Sections 17 and 18 and the amount actually disbursed, in **FORM- C**.
- The contractor shall send a return in **FORM - D** to the Inspector so as the reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.

2.11.3 The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017: Ministry of Labour & Employment has since notified "Ease of Compliance to maintain Registers under various Labour Laws Rules, 2017" on 21st February 2017 which has in effect replaced the 56 Registers/Forms under 9 Central Labour Laws and Rules made thereunder in to 5 common Registers/Forms. This will save efforts, costs and lessen the compliance burden by various establishments. These Rules are available on the Website of this Ministry at the link below: <http://labour.gov.in/whatsnew/ease-compliance-maintain-registers-under-various-labour-laws-rules-2017>

- Employee Register - FORM A.
- Wage Register - FORM B.
- Register of Loan/Recoveries - FORM C.
- Attendance Register - FORM D.

2.10 **RETURNS UNDER LABOUR LAWS:** The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee and

enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in BHEL. Single Online Common Annual Return under 9 Central Labour Acts {(1) *Payment of Wages Act, 1936* (2) *Minimum Wages Act, 1948* (3) *Contract Labour (Regulation and Abolition) Act, 1970* (4) *Maternity Benefit Act, 1961* (5) *Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996* (6) *Payment of Bonus Act, 1965* (7) *Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act, 1979* (8) *Industrial Disputes Act, 1947* (9) *The Mines Act 1952*} has been made operational on Shram Suvidha Portal since 24th April 2015 to facilitate filing of simplified Single Online Return by the establishments instead of filing separate Returns, under the Various Acts and same shall be duly filed by the contractor with a copy to BHEL. The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952 and annual returns in Form-6 prescribed under ESI Act, in respect of all the workforce (wherever applicable) deployed by him with a copy to BHEL.

- 2.11** The contractor shall comply with all norms stipulated by BHEL such as gate passes, discipline & decency at and around the work site etc.
- 2.12** No excuses for hindrance viz. jungle, extreme weather condition, non-availability of workforce, non-availability of funds etc. will be entertained for not completing the work during the entire contract period.
- 2.13 CONDUCT:** Contractor shall behave properly with the dealing officials of BHEL and shall not use baseless or un parliamentary word or language in verbal/written communications against any officials of BHEL. Such act on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The Proprietors/director(s)/ authorized representative(s) on behalf of Contractor shall visit the work premise of BHEL covered under this Agreement once in 15-days during the working hours and meet BHEL representative (an executive nominated by BHEL) as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of Agreements. The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent / obstruct BHEL Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The contractor shall not circulate any misleading papers / pamphlets / advertisements / any social media which are factually not correct / defamatory to officials or to BHEL.
- 2.14** BHEL will nominate representative (hereinafter called "the Company Representative") from among the Executive / Supervisor of the respective administration department for each work premise covered under this Agreement.
- 2.15** In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the establishment of BHEL. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement at any of BHEL premise, he should settle all statutory dues/payments of such individual immediately. In case of failure to do so, necessary penal action shall be taken against the Contractor.
- 2.16** The Contractor will maintain an instruction book at job premises, serially numbered on each page, so that our visiting officers can issue instructions regarding progress and quality of job to the Contractor. The Contractor or the contractor representative will sign in the

instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the contractor or the contractor's representative shall be intimated to Officer-in-Charge or any other authorized representative of BHEL and their comment be recorded in the instruction book.

- 2.17** Successful bidder shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 2.18** Successful bidder shall have to execute "**Contract Agreement**" on a non-judicial stamp paper of Rs 100/- at **NOIDA-INDIA**, immediately after the issuance of LOI / Work Order. Payment will not be released if agreement is not signed & submitted. Proforma of Agreement is enclosed at **Annexure-H**.
- 2.19** **IDENTITY:** The Contractor shall ensure that the Workforces engaged by him must wear & display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by BHEL). Each Workforce shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.
- 2.20** **ISSUE OF PHOTO IDENTITY CARD:** Each workforce shall be issued a photo identity card, by the Contractor employing or engaging the workforce. Every workforce shall carry on his person the photo identity card issued and shall produce it on demand for inspection by BHEL.
- 2.21** **CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character / antecedence of all the workforce deployed by them at the work premises, verified by the Police Authorities before engaging & deploying them in BHEL premises. It is mandatory for the Contractor to Arrange / Apply for "On Line" Police Verification in respect of each individual deputed for BHEL on his own expenses and **submit Police Verification Report obtained from the Police Authorities in respect of each individual before deploying him/her for BHEL treating it as a mandatory requirement**. Please note that online application for Police Verification is to be made by the Contractor himself/themselves giving declaration that the individual in question is his/their own employee. Police Verification applied by the individual will not be accepted. **In case the contractor desires to change the Workforce deployed by him/her due to any reason or BHEL requires the Contractor to withdraw any workmen, the new incumbent (replacement) should be deployed with the clearance of BHEL, subject to verification as explained above.**
- 2.22** **WAGES:**
- 1.1.1. Components of Wages / Statutory Payments (i.e. Rates of Minimum Wages, Rates of Contribution by Employer & Employee towards EPF and ESI, Rates of Contribution by Employer towards Bonus, Number of Encashable Leaves etc.) are subject to amendments as & when promulgated from time to time by respective statutory authorities / appropriate government.
- 1.1.2. The Contractor will pay the minimum wages as per relevant provisions of Minimum Wages Act, 1948 (i.e. Central government. notified Minimum Wages)
- 1.1.3. All payments to the contractor's workforce (so engaged for deployment under this contract) shall be as per the terms of contract and as per details enumerated in **Annexure- L**.

- 1.1.4. Every contractor shall issue wage slips, to the Safety Officer at least a day prior to the disbursement of wages. The Wage slip must bear the Contractor's name & logo etc. The 'Wage Slip' must also mention clearly the Name & ID of individual, all the wage components. Besides, UAN, PF Account No., ESI Account No., all other relevant details must also be mentioned on the '**Wage Slip**'. **The Contractor will be responsible for Maintenance of records / exhibiting of notices / issue of wage slips etc.**
- 1.1.5. Where any member of Contractor's workforce deployed at BHEL-premises has been—
(i) removed or dismissed from service by the Contractor; or (ii) retrenched or has resigned from service, the wages payable to him shall be paid by the Contractor within two working days of his removal, dismissal, retrenchment or, as the case may be, his resignation.
- 1.1.6. All payments of wages shall be made on a working day and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 1.1.7. Notwithstanding anything contained in any other law for the time being in force, there shall be no deductions from the wages of the employee, except those as are authorized under the code for payment of wages.
- 1.1.8. An executive nominated by BHEL shall record under his signature a certificate at the end of the entries in the Register of Wages or the [Register of Wages-cum-Muster Roll] as the case may be, in the following form: "*Certified that the amount shown in column No. ... has been paid to the Safety Officer concerned on at*"
- 1.1.9. **MODE and TIME FOR PAYMENT OF WAGES:** The Contractor shall make the disbursement of wages to all the workforce in a suitable applicable mode (**primarily by electronic mode**) but strictly not in cash and inform BHEL electronically the amounts so paid along with their respective mode of transaction. The contractor shall adopt & promote digital payments (NEFT/RTGS) as these are transparent, less time consuming, user-friendly & convenient mode of payment. Opening of bank account or making the payment of wages in their existing /new bank account is the responsibility of Contractor itself. All wages shall be paid in current coin or currency or in both. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month. **The contractor shall pay or cause to be paid wages to their workforce (deployed at BHEL-premises), engaged on monthly basis, before the expiry of the seventh day of the succeeding month. Any delay on this account (i.e. delay in disbursement of monthly wages) may results into penalty or termination of Contract.**
- 2.23 BONUS:** The contractor shall be liable to pay statutory bonus under **THE PAYMENT OF BONUS ACT 1965** or any other law time being enforced and submit proof of disbursement of bonus. The contractor shall ensure the payment of Min. Bonus @ 8.33% as per Payment of Bonus Amendment Act 2015. Same is applicable for the Wages up to ₹21,000/-. As per Bonus Amendment Act-2015, bonus is to be computed on ₹7,000/- or the minimum wage for the scheduled employment, as fixed by the Appropriate Government, whichever is higher. The contractor shall strictly comply with the provisions of **THE PAYMENT OF BONUS ACT 1965** and **THE PAYMENT OF BONUS AMENDMENT ACT-2015**. The Contractor has to disburse the payment of Bonus to their workforce on monthly basis. Payment against Min. Bonus shall be made to the contractor when the contractor submits proof of such payment with every monthly bill.

- 2.24** The Contractor shall comply with the provisions of the **PAYMENT OF WAGES ACT, 1936** or any other law time being enforced in respect of all workforce employed by him in the services/works. If in compliance with the terms of the contract, the Contractor shall supply any workforce to be used wholly or partly under the direct orders and control of BHEL whether in connection with the works to be executed hereunder or otherwise for the purpose of BHEL, such workforce shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by BHEL shall be deemed to be money payable by BHEL on behalf of the Contractor and BHEL may on failure of the Contractor to repay such money to BHEL deduct the same from any money due to the Contractor in terms of the contract. BHEL shall be entitled to deduct from any money due to the contractor (whether under this contract or any other contract) all money paid or payable by BHEL by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of BHEL upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.
- 2.25** **EPF:** The Contractor shall comply with the provisions of **EMPLOYEES PROVIDENT FUND SCHEME, 1952; EMPLOYEES' PENSION SCHEME, 1995; AND EMPLOYEES DEPOSIT LINKED INSURANCE SCHEME, 1976;** as modified from time to time through enactment of **EMPLOYEES PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT, 1952,** wherever applicable and shall also indemnify BHEL from and against any claims under the aforesaid Act and the Rules. The Contractor should allot PF account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. Each member of workforce must have his/her Provident Fund KYC completed and his respective UAN must have been allocated. All the Workforce must possess "**UAN CARD**" having an active UAN (Universal Account Number) so that they can avail all the intended benefits of EPF. The contractor shall deposit Employees and Employer Contributions in the designated accounts with the designated authority for each wage month. After termination of contract or on completion of contract, the contractor shall provide due assistance to their workforce for withdrawal of PF/Pension amount, when due. The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst their own workforce.
- 2.26** **ESI:** The contractor shall strictly comply with the provision of **EMPLOYEES' STATE INSURANCE ACT-1948** (to the extent as may be applicable, if any). The Contractor should allot ESI account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. At the time of joining, the contractor shall get the self / family registration form filled by each member of workforce and submit to the local ESI office. All eligible Workforce must possess "**ESIC SMART PEHCHAN CARD**" so that they can avail medical & other intended benefits of ESIC. The contractor shall facilitate collection of issued ESI cards by his workforce.
- 2.27** In lieu of ESI *{for those set of workforce who are or will be outside the coverage of ESI, if any}*, a comprehensive Insurance Policy for meeting the liability under Employees Compensation Act & Medical Coverage for the worker and dependent family members within the same allocable ESI cost will be taken by the contractor and it shall be voluntary for respective workforce.
- 2.28** **CONTRACTOR TO ENGAGE WORKFORCE BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY:** While engaging & deploying the workforce, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

- 2.29** Online Electronic Cum Challan Receipt (ECR) is available for both EPFO and ESIC independently. Filing & Payment of contribution is also online with no requirement of any paper document. Establishments can also online file a common Electronic Cum Challan Receipt (ECR) for both EPFO and ESIC on Shram Suvidha Portal.
- 2.30** The contractor should ensure / check that if your new joining employee (if any) was earlier working & issued with any UAN / ESI Card, if so, insert his details (old) in your portal otherwise register your new workforce immediately.
- 2.31** The contractor shall also update mobile/telephone/e-mail/family details/ KYC etc. particulars of all workforce in the EPFO & ESIC portals to enable them to avail all the intended benefits under EPF and ESIC schemes. This will also help statutory authorities in approaching workforce to deliver services/advice quickly.
- 2.32** The Contractor shall immediately at the time of employment / deployment of any workforce, inform the individual of his rights / benefits (under EPF / ESI etc. schemes) & duties, in writing as well as through electronic means, in English or Hindi or in the official language of the area of deployment, as may be understood by the individual.
- 2.33** The Contractor has to mandatorily provide comprehensive day-long training for the awareness of labour laws, benefits under various Social Security Schemes, grievance Redressal mechanism, duties, scope of work, safety & health measures, BHEL's security rules & regulations, any other provisions applicable to his workforce deployed by him at BHEL premises under this contract. The Contractor has to submit documentary proof / evidence (alongwith first bill) to BHEL having conducted such a training to all the workforce.
- 2.34** **WORKING TIME & NATURE OF SERVICES:** The contractor shall perform all the job / services as details mentioned in **Section-III** on day to day basis.
- 2.35** **Safety, Health and Environment (SHE) MANAGEMENT:**
- 1.1.10. All necessary precautions for safety of the man / machine, fire hazard & environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce.
- 1.1.11. The Contractor will be responsible for meeting all obligations for providing a safe and healthy workplace for its workforce. The contractor will be responsible for frequent and regular safety inspections of the worksites, materials, and equipment by its competent employees.
- 1.1.12. **Safety and Personal Protective Equipment:** Unless otherwise specified, the contractor is responsible for providing all necessary safety and personal protective equipment (PPE) needed by its workforce. This equipment must meet appropriate OSHA requirements and be in good working order. The contractor shall ensure that its workforce have received appropriate training on the use and maintenance of safety and PPE prior to its use. Failure to correctly use appropriate safety equipment is a violation of the contract and may result in penalty in line with tender T & C.
- 1.1.13. **Safety Training:** The contractor must ensure that its employees have completed appropriate health and safety training when required by statute/regulation and provide documentation of such training when required by BHEL.

- 1.1.14. **Safety and Health Plan:** The contractor must develop and implement a comprehensive health and safety plan for his or her workforce, which covers all aspects of operations and activities associated with the contract. This plan must comply with all statutorily applicable health and safety regulations and any project-specific requirements that BHEL has specified.
- 1.1.15. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the **"National Policy on Safety, Health and Environment at Workplace"**.
- 2.36** BHEL shall have no direct responsibility / liability in respect of the Workforce engaged by the Contractor on Job Contract Basis under this Agreement.
- 2.37** In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
- 2.38** BHEL reserves the right to withdraw / relax any of the terms and condition mentioned, so as to overcome the problem encountered at a later stage.
- 2.39** The Contractor will submit periodical returns as may be specified from time to time by BHEL / statutory authority and as prescribed under various labour laws and will maintain all necessary records / reports in this regard. The Contractor shall submit Half Yearly / Yearly Returns to Regional Labour Commissioner or appropriate Authority as required under Contract Labour (Regulation & Abolition) Act 1970 and forward a copy to BHEL also.
- 2.40** All the workforce of Contractor shall render necessary assistance to the police or to BHEL's authority in the process of any investigation pertaining to the activities of that Contractor.
- 2.41** The Contractor shall indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract or while complying with the provisions of applicable statutes whether direct, indirect or consequential as the case may be.
- 2.42** It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the personnel engaged by him and the Management of BHEL shall not in any way be responsible. In the event, any personnel approach the Competent Authority under the Act or the Court, the entire expenses in this behalf shall be borne by the Contractor.
- 2.43** The entire administration and deployment of the workforce will be the responsibility of the Contractor. The Proprietors/director(s) / authorized representative(s) on behalf of Contractor shall visit and check their workforce deployed at BHEL premise periodically in different shift and monitor their performance.
- 2.44** Personal bag & baggage of all the workforce deployed by Contractor at BHEL-Premise shall be liable for physical check-up both at the time of entry into the campus and while leaving at the security gate.
- 2.45** The workforce deployed by the Contractor shall be the employees of the Contractor and there shall not be any employer - employee relationship between BHEL and the said

employees of Contractor on any ground whatsoever. BHEL will not issue any experience certificate to the employees of the Contractor.

- 2.46** For security reasons, the contractor shall furnish /submit the details of his workforce along with photograph at BHEL's Security Office before they are brought into the BHEL-premise for providing various services. Without the prior knowledge of the BHEL, the contractor shall not deploy any workforce for any job within BHEL premises. In case the Contractor decides to change one or more member of his workforce, this shall be brought in writing to the notice of the BHEL.
- 2.47** The contractor shall not deploy any workforce below the age of 18 years.
- 2.48** The contractor's workforce shall not loiter in the BHEL premises and also not normally move out of their specified areas. Persons other than those who are required to work or visit the specified premises shall not be allowed into such places.
- 2.49** The contractor's workforce shall not indulge in entertaining their guests/outsideers in the work premise.
- 2.50** **DISCLAIMER:** While every care has been taken to ensure that the contents (w.r.t. Statutory Obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing laws / rules, the statutory provisions contained in the extant law/rule and the original instructions shall prevail.
- 2.51** **SUPERVISORY SERVICES:** Due supervision of jobs at the work premises shall be ensured by the contractor's work supervisors daily for closely monitoring services under the job contract and work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. Adequate intercommunication facilities for communication between supervisors/manager shall also be provided by the contractor. The major responsibility of the works Supervisor would be as under:
- Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.
 - Passing on the work instructions to his team of workforce ensuring completion of work within the stipulated time as instructed above and as per the terms & conditions of the tender document.
 - To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.
 - To report / intimate any constraint, if so felt, during the execution of designated works by his team of workforce.
- 2.52** The workforce engaged have to be courteous with pleasant mannerism in dealing with the staff/ visitors of BHEL and should project an image of utmost discipline.
- .

Section-III

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – I: Project Information

As a scope of work, Safety officer to be deployed by the successful bidder at following BHEL–TBG sites:

Tentative plan for development of safety officers at TBG domestic sites during 2020-22.

SR. NO	NAME OF SITE	MAN MONTHS OF SAFETY OFFICER	Remarks
1	UPPTCL SHAMLI UP	9	
2	UPRVUNL PANKI UP	9	
3	UPPTCL BALLIA UP	6	
4	UPPTCL BARA	2	
5	UJVNL VYASI UK	6	
6	PGCIL MEDINIPUR WB	3	
7	PGCIL JEERAT WB	3	
8	PVUNL PATRATU JH	18	
9	NSPCL ROURKELA ODISHA	6	
10	NTPC NORTH KARANPURA JH	1	
11	TANGEDCO ENNORE TN	9	
12	TANGEDCO UDANGUDI TN	9	
13	TSGENCO YADADRI TELANGANA	21	
14	HPCL VIZAG ANDHRA PRADESH	12	
15	TANTRANSCO ARIYALUR TN	4	
16	TANTRANSCO VELLALAVIDUTHI TN	9	
17	SS-19 SOLAPUR MH	8	
18	SS-19 AURANGABAD MH	7	
19	SS-19 WARDHA MH	12	
20	SS-19 ITARSI MP	6	
21	SS-19 JABALPUR MP	3	
22	SS-19 RAJGARH MP	6	
23	SS-19 KHANDWA MP	6	
24	SS-19 CHAMPA CG	6	
25	FATEHGARH JAISALMER RJ	6	
27	BHADLA JODHPUR RJ	6	
28	IOCL PANIPAT HARYANA	9	
29	NTPC RAMMAM WB	9	
30	UPPTCL-MOHANLALGANG UP	20	
31	TBCB/POWER GRID-RAMGARH CG	19	
32	765/400KV SIKAR RJ	23	
33	TBCB/POWER GRID-BIKANER-II RJ	19	
34	JUSNL DUMKA JH	20	
35	WBSETCL-LAXMIKANTPUR WB	19	
36	MSETCL- PIMPALGAON MH	19	
37	UPPTCL FARUKHABAD UP	23	
38	765/400 KV AIS GURUSARAI JHANSI UP	23	
		396	

Section-III

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works

Note:

1. The above list indicates those sites where deployment of Safety officers is envisaged at present. Name of sites and man months against each site mentioned above are indicative only which is subject to increase/decrease depending upon the actual number of running sites and man power requirement thereupon.
2. Estimated man month = 436 (396+10% extra).
(10% extra taken, considering future sites and possible extra consumptions by above sites)
3. Total Estimated Accommodation = 109 months (25 % of 436).
(25% of gross man months taken for accommodation purpose where accommodation in BHEL guest house may not be possible)
4. For Tender Evaluation Purpose, Minimum Wages of Highly skilled workers of central sphere are to be considered area wise as below (Areas taken below are also as per central sphere minimum wage circular).

‘A’ Area – 44 Man Month,
‘B’ Area – 87 Man Month,
‘C’ Area – 305 Man Month
(Total 436 man months are divided in A, B, C area in the ratio of 10:20:70).

ABOVE DIVISION OF MAN MONTHS IN ‘A’‘B’‘C’ ARE MEANT FOR TENDER EVALUTION PURPOSE ONLY. PAYMENT SHALL BE MADE AS PER ACTUAL AREA OF SITE DEPLOYMENT. EVALUATION SHALL BE DONE ON THE BASIS OF 436 MAN MONTHS AND 109 ACCOMMODATION MONTHS.

Section-III

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works

2.0 SCOPE OF WORK FOR SAFETY CONSULTANCY SERVICES

BHEL/TBG is engaged in the Civil Works, Erection & Commissioning of Switchyards located pan Bharat. It proposes to outsource Safety Consultancy Services. The scope of which is detailed in the following paragraphs.

All of what is detailed below shall be done in consultation with and/ or under the guidance of BHEL-TBG personnel designated for the purpose.

2.1 Detailed Scope of Safety Consultancy (Site)

The scope of services shall include providing Safety Consultancy Services at site by deploying safety officers during civil works, erection, pre-commissioning and commissioning stages of various packages / equipment's covered under 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.

Safety Consultancy Services (Site) scope shall include but not limited to the following:

Duties of safety officers – (a) The duties of a safety officer shall be to advise and assists the Customer/BHEL in the fulfilment of his obligation, statutory or otherwise concerning prevention of personal injuries, illness and maintaining a safe working environment. These duties shall include the following:

1. To advise the building workers in planning and organising measures necessary for effective control of personal injuries;
2. To advise on safety aspects in a building or other construction work and to carry out detailed safety studies of selected activities;
3. To check and evaluate the effectiveness of action taken or proposed to be taken to prevent personal injuries;
4. To advise purchasing and ensuring quality or personal protective equipment confirming to national standards;
5. To carry out safety inspection of building or other construction work in order to observe the physical conditions of work and the work practices and procedures followed by building workers and to render advise on measures to be adopted for removing unsafe physical condition and preventing unsafe actions by building workers;

Section-III

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works

6. To investigate all fatal and other selected accidents;
7. To investigate the cases of occupational diseases contracted and reportable dangerous occurrences;
8. To advise on the maintenances of such records as are necessary with regards to accidents, dangerous occurrences and occupational diseases;
9. To promote the working of safety committees and to act as an adviser to such committees;
10. To organise, in association with concerned departments, campaigns, competitions, contests and other activities which will develop and maintain the interest of building workers in establishing and maintaining safe conditions of work and procedures;
11. To design and conduct, either independently or in collaboration with other agencies, suitable training and educational programmes for prevention of accidents to building workers;
12. To frame safe rules and safe working practices in consultation with senior officials of the establishment;
13. Supervise and guide safety precautions to be taken in building and other construction work of the establishment.

Prohibition of performance of other duties – no safety officer shall be required or permitted to do any work which is unconnected to, inconsistent with or detrimental to the performance of the duties prescribed in this schedule. Technical Conditions of Contract.

Notwithstanding the above clauses, following shall also be covered under the scope:

1. To assist Site In-charge in the identification & implementation of Occupational Health. Safety and Environment related Management Programmes.
2. To create awareness on all applicable Statutory Requirements in relation to HSE related matters among contract labours, staff and BHEL employees.
3. Designing Site Specific Safety Management Plan.
4. Ensuring relevant Safety Documents are available at Site by interacting with HQ through Site In-charge.
5. Finalizing list of safety documents to be generated at site.
6. To assists site In-charge in the continuous identification of Hazard / risk and its analysis.

Section-III

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works

7. To advise site In-charge on safety related issues and submit weekly reports to Site In-charge and TBG-HQ on activities / compliance of safety norms.
8. Ensuring regular Tool Box Meeting is held.
9. Conducting training programs to BHEL / Contractor's employees on fire Fighting System, Accident prevention, proper use of tools & tackles, Demonstration on use of PPEs, Electricals safety Systems, Good Safety Practice at Site and the essence of all the applicable Statutory Requirements.
10. Conducting periodic Safety Audits at Site as per IS and International Standards / Periodic Safety Meeting and the required follow up actions.
11. To ensure regular Site Safety reporting to HQ.
12. Planning for on Site Emergencies and emergency preparedness plan in coordination with Customer and BHEL HSE Coordinator.
13. Conducting mock drill at-least once in six months to ensure preparedness in case of emergencies like fire, accident etc.
14. Assisting Site In-charge in the design of Storage areas from Safety point of view.
15. To assist in Customer Specific Safety assignments if any.
16. To assists 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 the compliance of Operation Control Procedures (OCP) and legal compliances to Safety, Health and Environment.
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 resource and Energy Conservation practice.
21. To assist Site In-charge to adopt Pollution Control measures wherever possible.
22. To maintain / verify with contractor's statutory records, documents and to make available them us and when called for by the statutory authorities like labour commissioner, inspector of factories etc.
23. To assist Site In-charge in case of any unfortunate accidents including liaising with statutory authorities.

Section-III

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works

24. Maintenance of statutory / legal documents, Registers, Dairy with regards to requirement at site as well as required under BHEL-TBG HSE Manual.
25. Provide necessary advice to BHEL w.r.t. all Safety aspects at project sites and ensure implementation of the same for an ultimate accident free site.
26. Coordinate and ensure timely Third Party Inspection/ Certification of Cranes/ Hydras /Lifts/ Other Lifting Appliances & Gears used at site.
27. Conduct Investigation of all accident/dangerous occurrences & recommend appropriate corrective action to prevent re-occurrence.
28. To provide necessary support to site management during Internal/External HSE Audits as and when conducted.
29. Any other work related to site HSE assigned from time to time.

2.2 To provide above services at TBG sites, bidder shall post Safety officers possessing minimum Qualification and experience as indicated below:

Qualification—A person shall not be eligible for appointment as a Safety Officer unless he:

- 2.2.1 Possesses a recognised degree or diploma in any branch of engineering or technology or architecture from UGC/AICTE approved institute/university and;
- 2.2.2 Possesses a recognised degree or diploma of one year in industrial safety with at least one paper in construction safety from UGC/AICTE/DGFASLI approved institute/university and;
- 2.2.3 Degree in engineering with a practical experience of working in a building or other construction work in a supervisory capacity or as a safety officer, pre or post safety qualification or combined, for a period of not less than two years, or
Diploma in engineering with a practical experience of building or other construction work in a supervisory capacity or as a safety officer, pre or post safety qualification or combined, for a period of not less than five years and;
- 2.2.4 Has adequate knowledge of Hindi and/or English and language spoken by majority of building workers from the construction site in which he is to be appointed.

Or

- 2.2.5 Possesses a recognised degree in Fire and Safety Engineering from UGC/AICTE approved institute/university with at least one paper in construction safety and;

Section-III
TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – II : Scope of Works

- 2.2.6 Minimum 2 years of post-qualification practical experience of working in a building or other construction work in a supervisory capacity or as a safety officer and;
- 2.2.7 Has adequate knowledge of Hindi and/or English and language spoken by majority of building workers from the construction site in which he is to be appointed.

2.2 Medical & Physical Fitness:

Safety officer deployed at site should be medically and physically fit for undertaking his assignment & should be fit for undertaking jobs even at height.

2.4 Special Conditions

- 2.4.1 Safety officers shall be governed by 'Confidentiality' clause. They shall not, in any manner, misuse the data/ information accessible/available to them.
- 2.4.2 All Manuals, drawings, specifications and other relevant document/ data provided to Safety officer 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 officers for any purpose other than for the designated task.
- 2.4.3 All data generated/ used by the Safety officers shall be the property of BHEL. These cannot be published/ utilized or taken away by the Safety officer or any staff of the Contractor.
- 2.4.4 Any official data like manuals, procedures, documents, records or reports shall not be shared to agency by the safety officer without the permission of BHEL site in-charge.
- 2.4.5 Credentials of Safety officers shall be approved by BHEL-TBG and/ or its customer prior to their deployment to BHEL sites. Bio-data and copy of all certificates in respect of qualification and experience of the candidate shall be submitted in one go for approval prior to his mobilization at TBG Site. If required, BHEL may ask the agency to arrange for an in-person/telephonic/VC interview of the candidates at no extra cost to BHEL.
- 2.4.6 Agency shall verify the candidate credentials through authentic sources like institute/university/organisation official website, official letter head etc. and shall send the verified credentials to BHEL with such documentary proof.

Section-III
TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – II: Scope of Works

- 2.4.7 Experience certificates should have been issued by the employing company and not by the customer/client and it should be verifiable. Non verifiable certificates shall not be accepted.
- 2.4.8 BHEL-TBG may also verify the above credentials (2.4.6, 2.4.7) at our end and if any unauthentic credential is found, actual cost incurred in verification, if any + **Rs. 1000/-** per candidate shall be deducted from the monthly bill of the agency by concerned site, based on input from TBG HSE.
- 2.4.9 Above **penalty shall double** after 5 such un-authentic submission of credentials. Further, after 10 such unauthentic submissions, **Rs. 5,000/-** per candidate shall be deducted from the monthly bill by concerned site, based on input from HQ-HSE.
- 2.4.10 Provisional certificates shall not be entertained after 3 years of final semester/year. If it is not available, agency shall submit an undertaking that the copy of final certificate shall be submitted within 2 months from the date of approval of the CV. Failing which, a **penalty of Rs. 1000/-** per month shall be deducted from the monthly bills of agency by concerned site, based on input from HQ-HSE, against that candidate till the final copy is received by BHEL.
- 2.4.11 CV of all the candidates shall be forwarded by the agency with a cover letter mentioning the name of the candidate and with following undertaking:
“The attached documents of sh. (name of the candidate) are in line with the contract conditions, any discrepancy and legal & financial implications, arise out thus in future shall be fully attributable to (name of agency).”
- 2.4.12 Safety officers shall report to BHEL TBG Site In-charge for all administrative and functional purposes. However, HQ-HSE may also interact/advice/guide the safety officer as per the HSE and site requirement.
- 2.4.13 For any exigencies during execution of the contract or against requirement of services at any location other than place of normal work / site (for outstation locations only), if desired and instructed by BHEL officials, the contractor shall have to provide Consultancy services by deputing its personnel from an existing site. In such a case, the contractor will however be reimbursed expenses incurred on such deployment only for the person deputed, as below:

Section-III
TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – II: Scope of Works

- a) Travel expenses at actual shall be paid (limited to 2AC to and fro train fare) with reservation / supplementary charges etc. subject to furnishing of details regarding ticket numbers, journey details, amount of fare etc. and submission of proof thereof.
- b) Local conveyance charges (Actual bus / cycle rickshaw/auto rickshaw/ taxi fare for local journeys at both stations) as permitted/verified by the BHEL official.
- c) Daily allowances @ Rs.200/- per day.
- d) BHEL shall provide transit accommodation during tour to other sites. In case such accommodation could not be provided by BHEL then lodging charge @ Rs.1100/- (including GST), or actuals **whichever is less, extra per day shall be payable by BHEL against submission of claim with bills and receipts.** Toured site shall verify and forward the bill to the concerned sector office for further payment.
- e) “To & Fro” travel cost from safety officer’s place of residence to site shall be borne by the agency/safety officer. No additional cost, whatsoever shall be admitted by BHEL on this account. However, if suitable, BHEL may provide the transport service to safety officer.
- f) The movement of Contractor’s Safety officer outside construction site shall be subject to the prior approval of BHEL Site In-charge.

2.4.14 Agency shall have to provide the Safety Consultancy services on a continuous (daily) basis.

2.4.15 Safety officers shall follow working hours, number of working days per week and holidays as per norms and holiday list of BHEL office where they are deployed.

2.4.16 Each man day shall consist of 8 (eight) working hours excluding lunch break. However, at times, work may continue till extended hours and on holidays. Presence of safety officer may be required during this time and on holidays. Extra hours/days worked as per site requirement, if any, may be compensated in terms of leave/off.

2.4.17 Payment against weekly rest days are already included in the daily rate of minimum wages as per official gazette of Ministry of Labour & Employment, dated 19.01.2017 and thereafter in central sphere minimum wages circular dated 28.09.2018. However, if safety officer is asked to attend site on a weekly rest day, as observed by BHEL, single wages payment shall be admissible. Thus, monthly payment shall include payment against number of days, the safety officer has actually attended the site in that particular month including weekly rest days.

Section-III
TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – II: Scope of Works

- 2.4.18 Holidays, as observed by TBG sites, shall be payable. If site work demands services of safety officer on holiday(s), compensation as per clause no. 2.4.16 may be done.
- 2.4.19 In case deputed Safety Officers goes on leave (> 6 days), an alternate arrangement shall be made by the contractor at his own cost. If the safety officer leaves the services with/without informing BHEL/agency, the contractor will have to make suitable alternative arrangements within 20 days of service-interruption/intimation at his own cost, including travel expense. In case contractor fails to provide above-mentioned services as desired by BHEL, the latter shall have the right to hire such services from other agencies at the **risk and cost** of the contractor.
- 2.4.20 If the delay in initial deployment or re-deployment exceeds 20 days from the date of intimation for requirement of safety officer, **Rs.100/- per day** (including initial 20 days also) shall be deducted from the next monthly bill. **(Explanation:** suppose deployment/redeployment is done after 25 days of intimation, Rs. 2500/- shall be adjusted/deducted from the next monthly bill of the agency by concerned site, based on the physical joining of the candidate or input from HQ-HSE).
- 2.4.21 Contractor shall ensure that payment and dues admissible to Safety officers deployed, are made latest by the 7th day of the next month, failing which BHEL reserves the right to make such payments and dues to Safety officers. Such payments (including applicable BHEL administrative charges) shall be back charged/ recovered from bills of the contractor or from security deposit/ bank guarantee. On demand by BHEL, pay roll sheet giving details of all payments made to Safety officers, duly signed by contractor shall be furnished by the contractor.
- 2.4.22 In case the performance of the Safety officers is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable Safety officer, from the date Safety Officer has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the contractor within 20 days, **failing which will attract action as per clause no. 2.4.20.**

Section-III
TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – II : Scope of Works

- 2.4.23 In case Safety officers are found to be indulged in malpractices, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL will have right to decide the payment to be given for services provided by such Safety officers. Replacement of such persons will have to be arranged by the contractor within 20 days, **failing which will attract action as per clause no. 2.4.20.**
- 2.4.24 In case, the contractor fails to provide Safety officers in time, BHEL will have option to arrange the services by other suitable agency. Additional cost of such agencies together with overhead charges as per BHEL policy will be borne by contractor, which shall be deducted from any sum payable to the contractor.
- 2.4.25 Medical expenses and other liabilities of Safety officers posted at sites shall be the responsibility of the bidder during onsite or offsite. The bidder shall indemnify BHEL against all risks and consequential liabilities that may occur due to the negligence of their safety officer.
- 2.4.26 Compliance of all applicable statutory requirements like Workmen Compensation policy, PF, Minimum Wages, Bonus payment, leave compensation etc., as applicable to their officers posted at site shall be in agency scope and agency will have to submit the copies of relevant documentary proof to BHEL with monthly bills or at the time of deployment of their personnel as the case may be.
- 2.4.27 Safety officer being a highly qualified category, shall not therefore be governed under contract labour act or minimum wages act. Reference of the minimum wages circular in this contract is limited to estimate purpose and to ensure payment to safety officer is not less than the prevailing rate of minimum wages.
- 2.4.28 Payment against PF shall only be admissible to the candidates whose
- a) Monthly wage (Basic+DA) is less than Rs. 15000/-(or as per prevailing limit revised by the appropriate body) **or**
 - b) The candidate is already a member of the PF before posting/joining at BHEL site.
- In case he is already a member of the fund, agency will submit a copy of his UAN number along-with his other credentials. Otherwise, a declaration by the candidate that **“I am not a member of the provident fund at present and thus have no UAN number generated in my name”** need to be submitted with credentials. However, in such cases, contribution limit to PF shall be limited to maximum of Rs. 15000/- only.

Section-III
TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – II : Scope of Works

- 2.4.29 Similarly, payment against bonus shall be admissible to those candidates only whose monthly minimum wages are less than Rs. 21000/- or as per revised limits/guidelines of bonus by central government/appropriate body.
- 2.4.30 Liaison with any statutory body, such as PF commissioner, labour inspector etc. shall be agency's responsibility.
- 2.4.31 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.
- 2.4.32 It is expected that one Safety officer shall be adequate to provide the safety consultancy services at each site as per the scope defined here. However, depending upon the site requirement, the no. of Safety Officer(s) to be deployed at site may increase. Bidder may note this while quoting their rates.
- 2.4.33 Accommodation, if available, may be provided on free of cost basis by BHEL. Transportation between such accommodation and site shall be in the scope of agency/safety officer, however, if suitable, BHEL may provide the transport service to safety officer.
- 2.4.34 If, accommodation is not provided by BHEL, it shall be agency's/ bidder's responsibility and agency shall pay a sum of Rs. 5000/- per month to his safety officer in order to enable him manage his own suitable accommodation nearby site. In such cases, agency shall submit the proof of payment (bank account statement of safety officer) to BHEL made against accommodation to the safety officer and shall claim through the monthly bills which shall be payable by BHEL. However, "To & Fro" travel cost from safety officer's place of residence to site shall be borne by the agency/safety officer. No additional cost, whatsoever shall be admitted by BHEL on this account. However, if suitable, BHEL may provide the transport service to safety officer.
- 2.4.35 Periodic documentary proof of payments (bank statements/bank receipts) to be submitted against GST, PF, wages, bonus, leave compensation, etc. including accommodation (wherever applicable) along with the monthly bills.
- 2.4.36 The PPE's required for the Safety officer/personnel shall be provided by the agency immediately after his mobilization at respective site.

Section-III

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II : Scope of Works

- 2.4.37 Reasonable office space with furniture for safety officer shall be provided by BHEL. The facilities thus provided by BHEL, may have to be shared by contractor's personnel with other BHEL/Subcontractor' employees, if required. However, he will not share the facilities with any person not authorised by BHEL.
- 2.4.38 If the credentials of the safety officer submitted by agency is found unauthentic at any stage of service. The services of that particular safety officer shall be terminated immediately and any payment made against that safety officer's services shall be recovered from the contracting agency's bills.
- 2.4.39 No TA/DA or any such expenses shall be admissible to either safety officer or agency by BHEL against joining of safety officer. These expenses to be borne by the agency/safety officer himself.

Section-III

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Time Schedule

3.0 Time Schedule

3.1 To provide Safety Consultancy Services, the contractor is required to submit CV and other credentials of the prospective safety officer within 10 days from the date of intimation (written/telephonic) by BHEL-TBG. Agency shall ensure the mobilization of the safety officer within 10 days of approval of CV by TBG-HQ/Customer. Agency shall obtain the work order for providing/extension of services of safety officer from Site In-charge of the concern site, BHEL official of concerned site will certify the actual date of joining of Safety officer. Payment shall be made as per the actual date of joining or as per requirement given by BHEL, whichever is later. Agency shall be in regular touch with site to ensure continuous availability of safety officer.

3.2 **Penalty as per clause no. 2.4.20** shall be levied upon contractor on failing to mobilize the safety officer within cumulative 20 days (10 days for CV submission + 10 days for mobilization after approval of CV). Any delay or advancement in any of the above/said two activities shall be adjusted and accordingly total delay shall be calculated.

3.3 Tentative Deployment Plan:

Tentative deployment plan during the Two Year shall be around **436 (38 sites+10% extra for future sites in 24 months)** man-months. The Safety officers under this contract may be deployed at any of the BHEL TBG sites throughout Bharat.

A tentative list of currently running TBG sites are given in Chapter-I Project Information This list is tentative and may change. Agency shall be intimated with the changes in the above list time to time.

Notes:

1. Deployment period given above is only tentative/indicative. Numbers may vary according to actual requirement of BHEL and the contractor shall provide services as per BHEL's requirement. Additional requirement, if any, shall be met by contractor at the same rates, terms and conditions.
2. The deployment of Safety officer(s) may vary as per actual requirement.
3. Deployment of Safety Officers shall be done solely at the discretion of BHEL.

Section-III

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Time Schedule

- 3.4 QUANTITY VARIATION** – The total contract value is subject to variations depending upon the actual requirement. Individual items can vary up to any extent, however, total contract value may vary up to $\pm 30\%$ of the original contract value. Further, there shall be no compensation for any reduction in the overall contract value.
- 3.5** Amendment shall be issued before utilisation of variation clause, if required.
- 3.6** The rate contract shall be valid for 2 years, effective from the date of issue of LOI/rate contract whichever is earlier. However, BHEL may renew the contract for a further three months/ or part thereof with mutual consent, provided quantity is available as per term.
- 3.7** BHEL shall reserve the right and option to effect premature termination of this contract at any point of time, if felt necessary without any financial implication to BHEL.
- 3.8** Bidder shall submit monthly cumulative consumption by 5th of every month to HSE TBG HQ NOIDA. He shall also ensure that the consumption does not exceed the total Contract man months & accommodation, including amendment, if any. If cumulative consumption of man months and/or accommodation months exceeds the Rate Contract man months, payment shall not be made against extra man months/accommodations till rate contract amendment is issued.
- 3.9** Respective TBG sector shall also maintain the man-months and accommodation months' consumption record to keep check on excess consumption.
- 3.10** Agency shall execute all the work orders placed within the contract period till the exhaustion of man-months or termination of work order, whichever is early.

Section-III
TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – IV: Terms of Payment

4.0 Terms of Payment

- 4.1 Based on man days actually deployed and certification by Site In-charge, contractor shall submit monthly bills to the concerned site in-charge. After due verification of the bill and supporting, the same shall be forwarded by site to respective sector finance for payment to the contractor.
- 4.2 Based on rate contract issued to successful bidder, separate work order (including extensions, if required) for each deployment shall be issued by respective site/sector HQ.
- 4.3 Agency shall submit bills for providing Safety Consultancy Services once in a month, detailing work done by them during the month. The format for billing shall be approved by BHEL site before raising invoices.
- 4.4 It shall be the responsibility of agency to obtain and submit certificate (e.g. verified attendance sheet) from BHEL site officials regarding deployment of claimed man days.
- 4.5 Payment for the services provided by the agency under this contract will be made by BHEL concerned sector office/HQ within 60 days from the date of the submission of clear and correct bill along with details/desired documents by the agency, subject to completion of work assigned to the agency personnel to the satisfaction of the BHEL officials.
- 4.6 Payments to agency shall be made through e-payment. One-time e-payment details along with a cancelled cheque to be submitted by the agency with/before the first bill.
- 4.7 **Mobilization Advance:** No mobilization advance is payable in this contract.
- 4.8 **Price Variation and Overrun Charges:** The accepted rates shall remain firm throughout the execution period including extension period (if any) and no escalation/ revision shall be payable. No overrun charges and price variation shall be payable/recoverable. However, the statutory requirements related to minimum wages and others such as PF, ESI, Bonus and Leave compensation, etc. shall be complied but the accommodation part shall remain firm.
- 4.9 List of document/evidences required to be submitted by agency every month for processing of payment by BHEL against each Safety officer.
1. Invoice
 2. Attendance sheet of safety officer with verified by site in charge.
 3. Proof of PF, GST, insurance.
 4. Proof of payment of monthly wage of safety officer (bank statement).
 5. Proof of accommodation payment (bank statement) (separate credit)
 6. Proof of Leave compensation, Bonus (bank statement)
 7. Any other document/evidence as may be required by BHEL.

Section-III

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: Other Requirements

5.0 INSURANCE

It shall be the sole responsibility of the Contractor to take appropriate insurance policies on his own cost to cover his safety officers against the risks of accidents and injury while at work as required by the rules and make compensation if any. Project specific policies may be required by the BHEL/Customer which shall also be agency's responsibility to arrange within stipulated time. Contractor shall submit the proof of such insurance to BHEL for verification and record purpose. Renewal of the same shall also to be ensured without gap. Failure in taking timely insurance shall attract a **penalty of Rs. 1000/-** per month per project and other suitable punitive action as deemed fit by BHEL including risk & cost. However, agency shall be fully liable for any legal, financial or medical implication that comes during non-coverage period, including gap in renewal, and the same shall be fully attributable to the agency.

Note: Bidder, agency or contractor, mentioned in this document has the same meaning and hence should be taken as synonyms to each other.

Section-III
TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – VI: Taxes & Duties

- 6.1 All taxes (except GST), duties , charges , royalties, cess and any other levies by Central/ State/local authorities for the execution of the contract shall be borne by the contractor and shall not be payable extra . Any increase of the same at any stage during execution of the contract shall be borne by the contractor. Quoted price of the same shall be inclusive of all such requirements.
- 6.2 Contractors have to make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities for the execution of the contract.
- 6.3 The Contractor is responsible to furnish documentary evidence towards GST Registration of the State or any other documents as per GST Act which may be required from time to time. BHEL will not be held to be responsible for any non-compliance of the Contractor in respect of GST laws as framed from time to time.
- 6.4 Goods and Service Tax (GST) will be reimbursed to the Contractor subject to the following conditions: -
- (i) Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules.
 - (ii) The Invoice raised by the Contractor should indicate the BHEL GST Registration Number.)
- 6.5 The GST amount shall get reflected within prescribed time limit in the GSTN for BHEL to avail the input credit. If the GST Credit is reversed/ denied/ delayed to BHEL due to non-receipt/delayed receipt of Services and/or tax invoice or due to expiry of timeline prescribed in GST law or due to any other factor for availing such Input Tax Credit (ITC) or for any other reason arising out of the act directly attributable to the Contractor, GST amount shall be recoverable from Contractor from any dues payable to the Contractor along with any interest levied/ leviable on BHEL.
- 6.6 Statutory variation, if any, on account of GST will be payable by BHEL at actuals on submission of documentary evidence.
- 6.7 TDS under Income Tax Act/ GST Act shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice.
- 6.8 New Taxes & duties (Introduced after tender opening date):**
- 6.9 If any new tax or duty is levied by the Central/State Government/Municipality/Local Authority and becomes directly applicable on items specified in the Bill of Quantities, full reimbursement shall be made subject to submission of documentation as per statute.

Section-III

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: Liquidated Damage/ Penalty

7.0 LD / Penalty as mentioned in various chapter of “Technical conditions of contract” are being reproduced & consolidate herewith:-

Sl no.	Tender 's conditions	Penalties/ fines for Non Compliance/ Breach of contract
1	A) Agency shall verify the candidate credentials through authentic sources like institute/university/organization official website, official letter head etc. and shall send the verified credentials to BHEL with such documentary proof. B) Experience certificates should have been issued by the employing company and not by the customer/client and it should be verifiable. Non verifiable certificates shall not be accepted. Reference :- Clause no. 2.4.6 & 2.4.7	i) BHEL-TBG may also verify the above credentials (A & B) at our end and if any unauthentic credential is found, actual cost incurred in verification, if any + Rs. 1000/- per candidate shall be deducted from the monthly bill of the agency by concerned site, based on input from TBG HSE. ii) Above penalty shall double after 5 such unauthentic submission of credentials. Further, after 10 such unauthentic submissions, Rs. 5,000/- per candidate shall be deducted from the monthly bill by concerned site, based on input from HQ-HSE. iii) Provisional certificates shall not be entertained after 3 years of final semester/year. If it is not available, agency shall submit an undertaking that the copy of final certificate shall be submitted within 2 months from the date of approval of the CV. Failing which, a penalty of Rs. 1000/- per month shall be deducted from the monthly bills of agency by concerned site, based on input from HQ-HSE, against that candidate till the final copy is received by BHEL Reference :- Clause no. 2.4.8, 2.4.9 & 2.4.10
2	If the delay in initial deployment or re-deployment exceeds 20 days from the date of intimation for requirement of safety officer, Rs.100/- per day (including initial 20 days also) shall be deducted from the next monthly bill. (Explanation: suppose deployment/redeployment is done after 25 days of intimation, Rs. 2500/- shall be adjusted/deducted from the next monthly bill of the agency by concerned site, based on the physical joining of the candidate or input from HQ-HSE). Reference :- Clause no. 2.4.20	
3	In case the performance of the Safety officers is found to be unsatisfactory, his services shall be	

	discontinued by BHEL and no payment shall be made against deployment of such unacceptable Safety officer, from the date Safety Officer has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the contractor within 20 days, failing which will attract action as per Point no. 2 above. Reference :- Clause no. 2.4.22
4	In case Safety officers are found to be indulged in malpractices, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL will have right to decide the payment to be given for services provided by such Safety officers. Replacement of such persons will have to be arranged by the contractor within 20 days, failing which will attract action as per point no. 2 above Reference :- Clause no. 2.4.23
5	Penalty as per clause no. point no. 02 above shall be levied upon contractor on failing to mobilize the safety officer within cumulative 20 days (10 days for CV submission + 10 days for mobilization after approval of CV). Any delay or advancement in any of the above/said two activities shall be adjusted and accordingly total delay shall be calculated. Reference :- Clause no. 3.2
6	It shall be the sole responsibility of the Contractor to take appropriate insurance policies on his own cost to cover his safety officers against the risks of accidents and injury while at work as required by the rules and make compensation if any. Project specific policies may be required by the BHEL/Customer which shall also be agency's responsibility to arrange within stipulated time. Contractor shall submit the proof of such insurance to BHEL for verification and record purpose. Renewal of the same shall also to be ensured without gap. Failure in taking timely insurance shall attract a penalty of Rs. 1000/- per month per project and other suitable punitive action as deemed fit by BHEL including risk & cost. However, agency shall be fully liable for any legal, financial or medical implication that comes during non-coverage period, including gap in renewal, and the same shall be fully attributable to the agency. Reference :- Clause no. 5.0

Total ceiling limit of LD/ Penalty under above points shall be 10% of the contract value along with applicable GST (if any) on LD/ Penalty. Once the maximum limit of delay is reached, BHEL may consider termination of the contract and forfeiture of the Security deposit. Amended work order value shall be considered for calculating LD/ penalty.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
 (A Government of India Undertaking)
 पारेषण व्यापार समूह, नोएडा/Transmission
 Business Group, Noida

SECTION-IV

QUALIFYING CRITERIA FOR THE BIDDER(S)

4.0 PRE-QUALIFICATION REQUIREMENT (PQR)

Sl. No.	Criteria	Description
A	Turn Over	Vendors should have a minimum average annual turnover of Rs. 18,41,368/- for last three fin. years (2016-17, 2017-18 & 2018-19) and should submit audited balance sheet and Profit & Loss Account Sheet of these years. In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self-certified copies of Balance Sheet, Profit & Loss account along with income tax returns.
B	Profit	Vendor should have earned profit in at least one year during last three financial years as mentioned in A above
C	Similar Work	Vendor should have successfully executed similar job(s) i.e “providing manpower services in the field of Engineering/ construction/safety” during last seven years ending on 30.06.2020 and should be either of the following i. Three similar jobs/services with contract business volume of each not less than an amount equal to Rs.24,55,158/- (Excluding taxes) for one year contract period. OR ii. Two similar jobs/services with contract business volume of each not less than an amount equal to Rs.30,68,947/- (Excluding taxes) for one year contract period. OR iii. One similar job/service with contract business volume not less than an amount equal to Rs. 49,10,315/- (Excluding taxes) for one year contract period.

Note:

- 4.1 The Bidder shall submit the Contract Agreement/Work Order/LOI/BOQ and performance/Experience certificate issued by customer/client along with technical bid in support of qualification.
- 4.2 The word ‘executed’ means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed.
- 4.3 In order to technically qualify in this tender, bidder should meet all criteria i.e. A, B & C mentioned above.
- 4.4 If the job is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.

- 4.5 Consortium/ JV bidding is not allowed.
- 4.6 The Bidder should have his firm / himself registered with unique PAN and GST Registration Number.
- 4.7 The Tenderer should have his firm / himself registered for extending EPF and ESIC facilities.
- 4.8 BHEL reserves the right to:
- (a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - (b) Postpone the above mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
 - (c) May ask for further qualification during techno commercial scrutiny of bids received.
 - (d) May ask for further proofs including TDS certificates/ Form 26AS/ Final bill/ payment detail for the said job for cross- verification.
- 4.9 BHEL shall not be responsible for any delay, loss, damage for bids sent by post.
- 4.10 BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- 4.11 Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
- 4.12 Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 4.13 If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
- 4.14 Bidder's selection is subject to the approval of BHEL's customer for this work
- 4.15 All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, www.bhel.com and not in the newspaper. Bidders shall keep themselves updated with all such amendments.



भारत हेवी इलेक्ट्रिकल लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
पारेषण व्यापार समूह, नोएडा/Transmission
Business Group, Noida

SECTION-V

PROCEDURE FOR SUBMISSION OF TENDER

5.0 The tender is to be submitted as required in two parts in separate sealed covers **prominently superscripted as Part-1 “Techno-commercial Bid” & Part-2 “Price Bid”** and also indicating the tender number and due date & time as mentioned in the tender enquiry; on each of the covers.

ENVELOPE 1: *Part-I “Techno-commercial Bid” shall contain documents required in Section-IV & VI above;*

ENVELOPE 2: *Part-II shall contain duly signed & filled “Price-Bid & BoQ” (Annexure- L)-Section -VII only.*

ENVELOPE 3: *A third sealed cover/envelope shall contain required amount of EMD in the form of Banker’s cheque/ Pay order/ Demand draft or attested copies of either Udyog Aadhaar or EM-II certificate or valid NSIC certificate or online payment receipt and shall be superscripted as EMD.*

*These three separate covers/envelopes 1, 2 and 3 shall together be enclosed in **fourth envelope** and this sealed cover shall be superscripted with tender number & due date.*

Bids submitted without EMD or EMD in any other forms except the forms as mentioned in S. No. 1.15 are liable to be rejected.

If the Part-2 i.e. “Bill of Quality Cum Price Schedule ” (Annexure-L)-Section VII is not received in the separate sealed envelope as described above, then the same shall be rejected and offer of such respective bidder(s) will not be evaluated further. The authenticity of the NSIC Certificate/ Udyog Aadhaar / will be checked during the scrutiny of Part-I bid

5.01 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition.

5.02 Bidders are requested to note that they should necessarily submit their financial bid (*Bill of Quality Cum Price Schedule*) in the format provided in Annexure-L -SECTION-VII and no other format is acceptable and liable to be rejected. “The *Bill of Quality Cum Price Schedule*” have been given in the standard formats at **Annexure-L- Section-VII** with the tender document.

Bidders are required to fill their respective financial quotes as per the notes mentioned in Annexure-L- Section-VII. Bidders has to submit it offline after taking colored printouts (to be submitted along with Part-II bid) with signature and stamp Rate should be quoted in the units asked for in the enquiry. The quoted rates should be cross-checked with the corresponding value in words.



भारत हेवी इलेक्ट्रिकल लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
 (A Government of India Undertaking)
 पारेषण व्यापार समूह, नोएडा/Transmission
 Business Group, Noida

SECTION-VI
Annexures & Required documents

The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.

- 6.00 Bidder has to submit copies of appropriate business licences / registrations like **PAN, ESI license, GST registration certificate and PF license** as supporting documents to meet the pre-qualifying requirement.
- 6.01 “No Deviation/Acceptance Certificate” i.e. **Annexure-A**.
- 6.02 “Declaration Certificate” i.e. **Annexure-B**.
- 6.03 Duly filled “Bidder’s General Information” placed in **Annexure-C**.
- 6.04 Duly filled “Financial / Work Experience Details” in the enclosed format at **Annexure-D**.
- 6.05 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in **S. No. 1.22**), along with the offer (or **Annexure-E** as the case may be).
- 6.06 Performa of Bank Guarantee (In lieu of security deposit) - **Annexure-F**
- 6.07 Performa of Bank Guarantee (For EMD amount in excess of Rs. Two (02) Lakhs)- **Annexure-G**
- 6.08 Agreement - **Annexure-H**
- 6.09 ‘Letter of Authority’ on the Letter Head, as per **Annexure-I**.
- 6.10 “E-Banking Mandate Form” on the Letter Head, as per **Annexure-J**.
- 6.11 **Declaration for relation in BHEL - Annexure-K** as a token of proof that they would be liable to make the payment to all the workforce as per the sheet attached and abide by all statutory / contractual norms & obligations.
- 6.12 Duly signed Un-price bid format (**Annexure-L**), by mentioning ‘Q’ in the column where quote is to be offered by the party.
- 6.13 Power of Attorney or a true copy thereof duly attested by a Gazetted Officer /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause No. 1.9, in case an authorized representative has signed the tender.
- 6.14 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.
- 6.15 Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business. The documents required for same are as follows:
 - i. **For Partnership Firm**: Partnership Deed registered at the office of Registrar of Firms.
 - ii. **For Company**: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
 - iii. **For Society**: Registration certificate issued by Registrar of societies.
 - iv. **For Sole Proprietor-ship Firm**: Undertaking on oath (on a non-judicial stamp paper of ₹100/-) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (.....).

No Deviation/Acceptance Certificate
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

Note: Deviations may or may not be accepted by BHEL.

“I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. **NIT No.:- TBSM/RC/SAFETY CONSULTANCY/ TENDER/20-21/TENDER Date 17.07.2020** . Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm

DECLARATION CERTIFICATE

(to be typed on bidder's letter head & submitted along with Part-1 Bid)

Dear Sir/Ma'am,

SUBJECT: Rate contract for Safety Consultancy services to provide Safety officers at TBG sites for the period of Two (02) Years (Tender No.:- TBSM/RC/SAFETY CONSULTANCY/ TENDER/20-21/TENDER Date 17.07.2020

Please find herewith our offer in line with requirement of BHEL's Tender document:

1. *We confirm that bid complies with the total techno-commercial requirements / terms and conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.*
2. *I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.*
3. *We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.*
4. *We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.*
5. *We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us.*

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm

BIDDER'S GENERAL INFORMATION
(To be submitted along with Part-1 Bid)

*Photograph of
bidder /
authorised
signatory
holding power
of attorney*

Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	Permanent Account Number (PAN)	
7	Labour Identification Number (LIN)	
8	EPF Registration No.	
9	ESI Registration No.	
10	GST Registration No. (GSTIN)	
11	Udyog Aadhaar Memorandum (UAM No.)	
12	Startup recognition Certificate No.	
13	Corporate Identification Number (CIN)	
14	Name of Bidder/ Contact Person	
15	Phone No. of Bidder / Contact Person	
16	E-mail Address of Bidder / Contact Person	
17	Name of Authorized Signatory	

Signature
With name, Designation & seal of the firm

FINANCIAL DETAILS OF THE BIDDER
(To be submitted along with Part-1 Bid)

AUDITED ANNUAL TURNOVER OF LAST 3 YEARS	FINANCIAL YEAR 2016-17	FINANCIAL YEAR 2017-18	FINANCIAL YEAR 2018-19
	□.....	□.....	□.....

SUMMARY OF WORK EXPERIENCE DETAILS OF THE BIDDER

Self-attested copy of experience certificate(s) along with work order(s) issued by the competent authority for the satisfactory work. The summary of that can be tabulated in the given format in the chronological order.

S. NO.	Description of Work / Service	Contract Period (from and to)	Contract Value	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge
1				
2				
3				

{If the space provided is insufficient, separate sheet may be attached. Additional information, if any (Attach separate sheet, if required)}

Signature

With name, Designation & seal of the firm

ANNEXURE - E

Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)
 (To be submitted along with Part-1 Bid)

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-11) dtd: Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas 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 (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act-2006. Or The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (DD/MM/YYYY) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name

Membership number-

Seal of Chartered Accountant

PROFORMA OF BANK GUARANTEE
(in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at..... (name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at _____² (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.⁴ (Rupees)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only), We ____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, ____ (indicate the name of the Bank) ____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date Day of
for_____ (indicate the name of the Bank)___

(Signature of Authorized signatory)

¹ ADDRESS OF THE EMPLOYER. i.e. Bharat Heavy Electricals Limited

² ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

- 1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
- 3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors.

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY if permissible in NIT)

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To,
 M/s Bharat Heavy Electricals Limited
 Transmission Business Group (TBG)
 5th Floor, Advant Navis IT Business Park
 Plot No. 7, Sector-142, Expressway Noida,
 UP-201305

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....1(Tender Conditions), M/s having its registered office at2 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of3 invited by M/s Bharat Heavy Electricals Limited through its Unit at BHEL, Transmission Business Group, Noida.

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of Rs.....4 is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

We, the.....[Name & address of the Bank]

having our Registered Office at.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.4 (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs......

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....5 and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative

until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the 6 we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....4
- b) This Guarantee shall be valid up to5
- c) Unless the Bank is served a written claim or demand on or before6 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

- 1 Details of the Invitation to Bid/Notice Inviting Tender
- 2 Name and Address of the Tenderer
- 3 Details of the Work
- 4 BG Amount in words and Figures
- 5 Validity Date (At least six months from date of tender opening)
- 6 Date of Expiry of Claim Period (At least 3 months more than the present date of validity of BG)

Note:

- 1 The Bank Guarantee should be valid for at least six months from date of tender opening. The expiry of claim period shall be at least 3 months more than the validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2 The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
- 3 In Case of Bank Guarantees submitted by Foreign Vendors-.
 - a. From Nationalized / Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

(To be submitted along with Part-1 Bid)

AGREEMENT

THIS AGREEMENT is made this day of [], 2020, by and between:

Bharat Heavy Electricals Limited (hereinafter referred to as the 'the Company' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at..... (name of the Unit) of the ONE PART

AND

_____, a company registered under the Indian Companies Act, 1956 having its registered office at _____ and place of business at _____ hereinafter referred to as "Contractor" (which expression shall unless repugnant to the context or meaning thereof shall include its successor in business and assigns) of the SECOND PART.

WHEREAS

The Company is on the lookout for the effective job contract of by engaging the services of an outside agency on "job contract Basis" (hereinafter referred to as JCB), the Contractor referred to above is agreeable to undertake these work assignments to the best satisfaction of the Company subject to the terms and conditions as detailed hereunder:-

NOW THEREOF THIS AGREEMENT WITNESS AS FOLLOWS:**1.0 DETAILS OF WORK PREMISES WHERE SERVICE ARE TO BE RENDERED:**

.....

2.0 The Scope of Services to be rendered by the Contractor, Package to be payable by the Company, all terms and conditions, jurisdiction, working time and nature of services, compliance of all legal and statutory obligations including PF, ESI, Leave, Holidays, Bonus, Wages, Uniform/liveries, Safety precaution and payment terms etc. Shall be applicable in totality with reference to tender enquiry No..... This agreement and all schedules appended thereto and the contents and specifications of the tender enquiry No..... constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein.

3.0 VALIDITY OF AGREEMENT:

3.1 This Agreement shall be deemed to have become effective from the forenoon of with respect of all the work premises covered under this Agreement and will remain in force up to i.e. for a period of twenty-four months. However, this Agreement shall be liable for termination earlier by the Company at any time by giving one month's notice to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover any money

becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof.

4.0 CONCLUSION:

- 4.1 Both the Company and Contractor hereby agree that all differences/disputes/interpretation arising out of or in connection with this Agreement shall be mutually discussed and settled failing of which the same shall be referred to the arbitration of a sole Arbitrator to be appointed by the General Manager (HR) of the Company for a Speaking Award wherein the sole Arbitrator shall give reasons for his Award. The venue of arbitration shall be in New Delhi and the Arbitrator's decision shall be final and binding on both parties.
- 1.2 The Contractor hereby confirms that he shall abide by and is willing to execute the work assignments on JCB strictly in accordance with the terms and conditions of this Agreement and the Company in turn also agrees to engage the Contractor accordingly with effect from

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

For & On Behalf of Company

Signature of the Contractor

Witness 1.....

Witness 1.....

Witness 2.....

Witness 2.....

LETTER OF AUTHORITY

(To be submitted along with Part-1 Bid)

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s BHEL

SUB: _____

TENDER NO: _____

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

1. Name & Designation _____ Signature _____
 Phone/Cell: _____
 Fax: _____
 E-mail: @

2. Name & Designation _____ Signature _____
 Phone/Cell: _____
 Fax: _____
 E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to BHEL.

E-Banking Mandate Form

(To be issued on bidder's letter head and
to be submitted along with Part-1 Bid)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j. 9 digit MICR code:

I/We hereby authorize BHEL to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the BHEL responsible.

Signature
With name, Designation & seal of the firm

Annexure-K

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)

REF:.....

Date.....

To,

**BHARAT HEAVY ELECTRICALS LIMITED,
TRANSMISSION BUSINESS GROUP,
5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK,
PLOT No-7, SECTOR-142, EXPRESSWAY NOIDA,
NOIDA-201305
DISTT- G.B.NAGAR (UTTAR PRADESH)**

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 Proprieter/Partner(s)/Director(s) employed in BHEL

Tick(✓) any one as applicable:

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

OR

2. The Proprieter, 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 against the Bidder / Contractor.

ANNEXURE -L- BILL OF QUANTITY AND PRICE SCHEDULE (UNPRICED)

Name of Work: Rate contract for Safety Consultancy services to provide Safety officers at TBG sites for the period of Two (02) Years				
Tender ref. no.:- TBSM/RC/SAFETY CONSULTANCY/ TENDER/20-21TENDER Date 17.07.2020				
Srl. No.	Components	Area'A' Amount (Rs.)	Area'B' Amount (Rs.)	Area'C' Amount (Rs.)
Part-A - Monthly Wage Structure				
1	Per day rate of minimum wages of highly skilled manpower	831	764	695
2	No. of days per month (including weekly rest days)	26	26	26
3	Monthly consolidated wage (1x2)	21606	19864	18070
4	Standard Weekly rest days/month	4	4	4
5	Payment against weekly rest days/month (1x4) (Payable if safety officer attends site on weekly rest day(s))	3324	3056	2780
6	EPF @ 12% on item no. 3 (Limited to Rs. 15000 only*)	1800	1800	1800
7	EDLI @ 0.5% of Rs. 15000/-	75	75	75
8	Admin charges on EPF @ 1.11% of Rs. 15000/-	166	166	166
9	Bonus @8.33% of item no. 3 (on monthly wages <21000)	0	1655	1505
10	Per month leave compensation @2.5 days per month (2.5dx1)	2078	1910	1738
11	Payable monthly wages without accommodation (3+5+6+7)	29049	28526	26134
12	Nos of Man Month (Estimated)	44	87	305
13	Estimated expenditure on man months in Rs. (11x12)	1278156	2481762	7970870
14	Total Estimated Expenditure on accounts of Man months in Rs. (PART-A)	11730788		
Part B:-Accommodation				
15	Rate of monthly accommodation	5000		
16	Total accommodation months	109		
17	Total Estimated Expenditure on accommodations in Rs. (PART-B)	545000		
18	Total estimated amount:- PART A +PART B (Excl. Margin and GST)	12275788		

19	Agency service charge/ Profit Margin over the total cost at Sl no. 18 (in %) (Bidder has to quote in numeric as well as in words)	Q (in %) (in numeric) (in Words)
20	Total Cost (in Rs.) after considering the Agency Service Charge as mentioned at Point no. 19 (in Numeric)- Excluding GST Total Cost (in Rs.) after considering the Agency Service Charge as mentioned at Point no. 19 (in Words) :- Excluding GST	

Notes for Annexure-L

- 1) Agency service charges to be quoted by the bidder in % as mentioned in sl no. 19 (**up to two decimal points**) and same shall be applicable uniformly over sl no. 18. Service Charge quoted beyond second decimal will be rounded off up to two decimal points. SL no. 20 shall be filled by bidder accordingly.
- 2) The bidders evaluation shall be done on Quoted % mentioned at SL no. 19
- 3) L1 bidder will be decided on %age service charge quoted by the bidder(s).
- 4) Bids without any element of cost over and above wages/ statutory payments (or below it) shall be treated as 'Nil' price quotation and would be rejected.
- 5) The total cost mentioned at Sl no. 20 is excluding GST. Presently GST @ 18 % (may vary as per prevailing rate)
- 6) Above wage structure as per PART A is tentative & shall be variable to comply minimum wages payment. However the rate as mentioned in Part B shall remain firm.
- 7) Nos of man months indicated above is tentative and is liable to vary depending upon the site requirement. The tender evaluations shall be done on the nos of man months mentioned above.
- 8) Utilization of contract quantity of 436 man-months shall be spread over a period of two years and shall be guided by the tentative deployment plan as mentioned in "Technical conditions of Contract"
- 9) Conditional Price bid or price bid with any deviation /clarifications etc are liable to be rejected. No Cutting/ erasing /overwriting is allowed.
- 10) Area A, B & C as specified above is as per the circular issued by Ministry of labour and employment (Office of the Chief Labour Commissioner-C) New Delhi.
- 11) The quoted margin shall remain fixed irrespective of the provisions of accommodation.
- 12) The price-bid shall be read in conjunction with other sections with this Biding document.
- 13) If a bidder quotes "Nil" service charge, the bid shall be treated as unresponsive and will not be considered for evaluation.
- 14) The bidder is deemed to have studied the details of services to be provided and also various conditions of tender. Also should have acquainted himself of the conditions prevailing in the region/state/respective job premises.
- 15) Quoted %age shall be considered by BHEL only if quoted in this format and same will be considered for evaluation. If Price is quoted in any other format other than the above mentioned format, same is liable to be rejected.

Bidders Declarations :-

I / we have read the terms and conditions of the tender document, our contractual obligations towards execution of the Contract as per the tender document, are aware of the prevailing applicable minimum wages of the Govt., we know of all obligations to be performed by us under the contract, the financing cost, administrative expenses, Statutory liabilities, etc, and undertake to fulfill its entire requirement under the quoted rates.

Signature
With name, Designation & seal of the firm



SECTION VII
ANNEXURE -L-
BILL OF QUANTITY CUM PRICE SCHEDULE

Name of Work: Rate contract for Safety Consultancy services to provide Safety officers at TBG sites for the period of Two (02) Years				
Tender ref. no.:- TBSM/RC/SAFETY CONSULTANCY/ TENDER/20-21TENDER Date 17.07.2020				
Srl. No.	Components	Area'A' Amount (Rs.)	Area'B' Amount (Rs.)	Area'C' Amount (Rs.)
Part-A - Monthly Wage Structure				
1	Per day rate of minimum wages of highly skilled manpower	831	764	695
2	No. of days per month (including weekly rest days)	26	26	26
3	Monthly consolidated wage (1x2)	21606	19864	18070
4	Standard Weekly rest days/month	4	4	4
5	Payment against weekly rest days/month (1x4) (Payable if safety officer attends site on weekly rest day(s))	3324	3056	2780
6	EPF @ 12% on item no. 3 (Limited to Rs. 15000 only*)	1800	1800	1800
7	EDLI @ 0.5% of Rs. 15000/-	75	75	75
8	Admin charges on EPF @ 1.11% of Rs. 15000/-	166	166	166
9	Bonus @8.33% of item no. 3 (on monthly wages <21000)	0	1655	1505
10	Per month leave compensation @2.5 days per month (2.5dx1)	2078	1910	1738
11	Payable monthly wages without accommodation (3+5+6+7)	29049	28526	26134
12	Nos of Man Month (Estimated)	44	87	305
13	Estimated expenditure on man months in Rs. (11x12)	1278156	2481762	7970870
14	Total Estimated Expenditure on accounts of Man months in Rs. (PART-A)	11730788		
Part B:-Accommodation				
15	Rate of monthly accommodation	5000		
16	Total accommodation months	109		
17	Total Estimated Expenditure on accommodations in Rs. (PART-B)	545000		
18	Total estimated amount:- PART A +PART B (Excl. Margin and GST)	12275788		

19	Agency service charge/ Profit Margin over the total cost at Sl no. 18 (in %) (Bidder has to quote in numeric as well as in words)	Q (in %) (in numeric) (in Words)
20	Total Cost (in Rs.) after considering the Agency Service Charge as mentioned at Point no. 19 (in Numeric)- Excluding GST Total Cost (in Rs.) after considering the Agency Service Charge as mentioned at Point no. 19 (in Words) :- Excluding GST	

Notes for Annexure-L

- 1) Agency service charges to be quoted by the bidder in % as mentioned in sl no. 19 (up to two decimal points) and same shall be applicable uniformly over sl no. 18. Service Charge quoted beyond second decimal will be rounded off up to two decimal points. SL no. 20 shall be filled by bidder accordingly.
- 2) The bidders evaluation shall be done on Quoted % mentioned at SL no. 19
- 3) L1 bidder will be decided on %age service charge quoted by the bidder(s).
- 4) Bids without any element of cost over and above wages/ statutory payments (or below it) shall be treated as 'Nil' price quotation and would be rejected.
- 5) The total cost mentioned at Sl no. 20 is excluding GST. Presently GST @ 18 % (may vary as per prevailing rate)
- 6) Above wage structure as per PART A is tentative & shall be variable to comply minimum wages payment. However the rate as mentioned in Part B shall remain firm.
- 7) Nos of man months indicated above is tentative and is liable to vary depending upon the site requirement. The tender evaluations shall be done on the nos of man months mentioned above.
- 8) Utilization of contract quantity of 436 man-months shall be spread over a period of two years and shall be guided by the tentative deployment plan as mentioned in "Technical conditions of Contract"
- 9) Conditional Price bid or price bid with any deviation /clarifications etc are liable to be rejected. No Cutting/ erasing /overwriting is allowed.
- 10) Area A, B & C as specified above is as per the circular issued by Ministry of labour and employment (Office of the Chief Labour Commissioner-C) New Delhi.
- 11) The quoted margin shall remain fixed irrespective of the provisions of accommodation.
- 12) The price-bid shall be read in conjunction with other sections with this Biding document.
- 13) If a bidder quotes "Nil" service charge, the bid shall be treated as unresponsive and will not be considered for evaluation.
- 14) The bidder is deemed to have studied the details of services to be provided and also various conditions of tender. Also should have acquainted himself of the conditions prevailing in the region/state/respective job premises.
- 15) Quoted %age shall be considered by BHEL only if quoted in this format and same will be considered for evaluation. If Price is quoted in any other format other than the above mentioned format, same is liable to be rejected.

Bidders Declarations :-

I / we have read the terms and conditions of the tender document, our contractual obligations towards execution of the Contract as per the tender document, are aware of the prevailing applicable minimum wages of the Govt., we know of all obligations to be performed by us under the contract, the financing cost, administrative expenses, Statutory liabilities, etc, and undertake to fulfill its entire requirement under the quoted rates.

Signature
With name, Designation & seal of the firm