



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

Ref: PSER:SCT:MIS-Q2385:11090

Date: 04-08-2025

**NOTICE INVITING TENDER**

**NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES**

Sealed offers in two part bid system are invited from reputed & experienced bidders meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-1 through E-Procurement Portal <https://eprocurebhel.co.in> only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue / forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Following points relevant to the tender may please be noted and complied with.

**1.0 Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION
i	<b>TENDER NUMBER</b>	PSER:SCT:MIS-Q2385:25
ii	<b>Broad Scope of job</b>	Rate contract for providing safety stewards for effective implementation of health, safety and environment management system at different project sites of BHEL Power Sector Eastern Region.
iii	<b>DETAILS OF TENDER DOCUMENT</b>	
a	Volume-IA	General conditions of contract (Supply) Not Applicable
b	Volume-I	General conditions of contract Applicable
c	Volume-IC	Special conditions of contract (Supply) Not Applicable
d	Volume-ID	Special Conditions of Contract (Service) and Technical Specification Applicable
e	Volume-IE	Forms and Procedures etc. Not Applicable
f	Volume-IF	Technical Conditions of Contract (TCC) -CML, TS, Drgs. etc. Not Applicable
g	Volume-III	Price Schedule (Absolute value) – Rev-00 Applicable
iv	<b>ISSUE OF TENDER DOCUMENTS</b>	This is an E-tender floated online through our E-Procurement Site <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> . <b>Start date of the tender: 04-08-2025</b> Applicable
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<b>Date: 14-08-2025, Time: 13-00 Hrs. IST</b> The bidder should respond by submitting their offer online in our e-Procurement platform at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> only. Offers are invited in two-parts only. Hard copy bid or bids through email/fax shall not be accepted. Applicable
vi	<b>OPENING OF TENDER</b>	<b>Date: 14-08-2025</b> 4 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender. Applicable
vii	<b>EMD AMOUNT</b>	Rs. 2,00,000/- Applicable
viii	<b>COST OF TENDER</b>	-- Not Applicable

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 23398000

ix	LAST DATE FOR SEEKING CLARIFICATION	<b>Date: 08-08-2025, Time: 11-00 Hrs. IST</b> Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre-Bid Discussion (PBD)	Not Applicable	Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	IEM DETAILS:  <b>Refer Clause No 34.0 below.</b>	Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com); <b>CPP portal</b> & E-Procurement Site <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> only. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder.
xiii	Evaluation Currency	Indian Rupees (INR)	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly digitally signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender (non-refundable) and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata, issuing the Tender, along with techno-commercial offer.
- 4.0 Unless specifically stated otherwise, bidder shall have to deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. For Electronic Fund Transfer, please refer RTGS details of BHEL available in Volume-IE.  
For other details please refer General Conditions of Contract.  
Bidders may please be noted that "OEMD" provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as OEMD are also requested to submit fresh EMD as mentioned in Sl. No. vii under Clause No. 1.0 of NIT.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders as detailed below:

This is an e-tender floated online through our e-Procurement Site (<https://eprocurebhel.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocurebhel.co.in>). Offers are invited in two-parts only.

#### DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING

Sl. No.	Description	Remarks
<b>PART-I A</b>	<b>(TECHNO COMMERCIAL BID)</b>	
	<b>CONTAINING THE FOLLOWING: -</b>	
i.	Covering letter/Offer forwarding letter of Tenderer. <b>(To be attached in relevant Attachment section)</b>	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. <b>(To be attached in relevant Attachment section)</b>	

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	<p><b>Note:</b></p> <p>a. In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be <b>attached in relevant attachment section of the e –procurement portal</b>. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	Supporting documents/ annexures / schedules/ drawing etc. as required in line with Pre-Qualification criteria.  It shall be specifically noted that all documents as per above <b>shall be attached in relevant attachment section</b> and credential certificates issued by clients shall distinctly bear the name of organization, contact Ph. no, FAX no., etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT. <b>(To be attached in relevant Attachment section)</b>	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Applicable
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT <b>(To be attached in relevant Attachment section)</b>	Applicable
vii.	Notice inviting Tender (NIT) <b>(To be attached in relevant Attachment section)</b>	Applicable
viii.	Volume – IF: Technical Conditions of Contract (TCC) <b>(To be attached in relevant Attachment section)</b>	Not Applicable
ix.	Volume – ID : <i>Special Conditions of Contract (Service) and Technical Specification</i> <b>(To be attached in relevant Attachment section)</b>	Applicable
x.	Volume – I B: General Conditions of Contract (GCC)-Service <b>(To be attached in relevant Attachment section)</b>	Applicable
xii.	Volume – I E: Forms & Procedures etc. <b>(To be attached in relevant Attachment section)</b>	Not Applicable
xiii.	Volume–III - (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item. <b>(To be attached in Unpriced Bid Attachment section)</b>	Applicable
xiv.	Any other details preferred by bidder with proper indexing. <b>(To be attached in relevant Attachment section)</b>	
<b>PART-I B</b>	<b>EMD/ COST OF TENDER – (To be submitted offline within due date of offer submission)</b>	
	<b>CONTAINING THE FOLLOWING: -</b>	
i.	<ol style="list-style-type: none"> <li>Earnest Money Deposit (EMD) in the form as indicated in this Tender.</li> <li>Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)- Not Applicable for this tender.</li> </ol>	

<b>PART-II</b>	<b>PRICE BID (TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION)</b>	
	<b>CONTAINING THE FOLLOWING: -</b>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume III – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures) <b>Any other document uploaded in the price bid, apart from above tender format, shall not be taken into cognizance for evaluation of offer.</b>	

**SPECIAL NOTE:**

- A) Your offer & documents submitted along with offer shall be digitally signed & stamped in each page by your authorized representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) The credentials/ documents submitted towards compliance of Pre-qualification requirement shall be physically signed by the authorized signatory & stamped before uploading/submission with the offer in the e-procurement portal.
- C) **All documents/ annexures submitted with the offer shall be properly attached in the respective sections.** BHEL shall not be responsible for any missing documents.

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

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- 14.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if **applicable**, along with techno - commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (xi) of 1 above.**
- 15.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-1 (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD / DEBARMENT.
- 16.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such as case, **price bid (Volume-III) uploaded in E-procurement Site <https://eprocurebhel.co.in> will be opened.**
- 17.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 18.0 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno-commercially qualified bidders.
- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 19.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 20.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 21.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 22.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the details to be complied with is enclosed herewith as per Annexure-5 UNLESS SPECIFIED OTHERWISE IN PQR.
- 23.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 24.0 The bidder may have to produce original document for verification, if so, decided by BHEL.
- 25.0 The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website ([www.bhel.com](http://www.bhel.com)).

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

a) 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.

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## b) Commitment by Bidder/ Supplier/ Contractor:

b.i) The bidder/ supplier/ contractor shall 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.

b.ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

b.iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage includes 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 [www.bhel.com](http://www.bhel.com) and/ or under applicable legal provisions.

26.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".

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

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

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

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

28.0 The bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website [www.bhel.com](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.

29.0 Void

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- 30.0 Annexure-B - Terms & conditions of Reverse Auction is enclosed herewith.
- 31.0 Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act is enclosed herewith.
- 32.0 Annexure-E- State wise GST Registration nos. is enclosed herewith.
- 33.0 Duly filled & signed Annexure- CPP-GST/I to be submitted by bidders along with their techno-commercial offer.

34.0 **Integrity Pact (IP):**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
2.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Name	Anish Kumar	Shri Animesh Bhakta
Dept	SCT Dept, BHEL PSER, Kolkata	SCT Dept, BHEL PSER, Kolkata
Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091
Phone	033-2339 8235	
Email	<a href="mailto:k.anish@bhel.in">k.anish@bhel.in</a>	<a href="mailto:abhakta@bhel.in">abhakta@bhel.in</a>
FAX	033-2321 1960	033-2321 1960

- 35.0 For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19-07-2024 issued by DPIIT. In case of subsequent orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Duly filled & signed Form-1 (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.

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- 36.0 Bidders are requested to submit their best price as per latest price schedule of the tender.
- 37.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 38.0 It may please be noted that Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid, else bid shall be liable for rejection.  
All overwriting/ cutting, etc. will be numbered by bid opening officials and announced during bid opening.
- 39.0 **Compliance to Restrictions under Rule 144 (xi) of GFR 2017**
- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
  - II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
  - III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
    - a. An entity incorporated established or registered in such a country; or
    - b. A subsidiary of an entity incorporated established or registered in such a country; or
    - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
    - d. An entity whose beneficial owner is situated in such a country; or
    - e. An Indian (or other) agent of such an entity; or
    - f. A natural person who is a citizen of such a country; or
    - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
  - IV. The beneficial owner for the purpose of (III) above will be as under:
    1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
    2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
    3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
    4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;



5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Note:**

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Form-3.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

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

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

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

- 41.0 GeMAR and PTS ID: N.A.

- 42.0 Conflict of interest among Bidders/Agents:

Bidders having a conflict of interest shall not be eligible to participate in the tender process. In this regard, a declaration in Annexure – G regarding 'Conflict of Interest' to be signed by the authorized signatory of the bidder.

- 43.0 Order of Precedence

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

- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Bid — Volume-III
- Special Conditions of Contract (Service) and Technical Specification — Volume-II*
- General Conditions of Contract (GCC) — Volume-I
- Forms and Procedures — Volume-IE

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

for BHARAT HEAVY ELECTRICALS LTD.

Sr. Manager (SCT)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091
	Phone no	033-2339 8235 / 8000
	FAX no	033-23211960
	E-mail	k.anish@bhel.in / abhakta@bhel.in

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**Enclosure**

01. Annexure-1: Pre-Qualification Criteria.
02. Format-1 & Format-2/PQ Explanatory Note
03. Annexure-2: Format for No Deviation Certificate.
04. Annexure-3: Format for seeking clarification.
05. Annexure-4: Check List.
06. Annexure -B- Terms & conditions of Reverse Auction.
07. Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act.
08. Annexure-E- Statewise GST Registration nos.
09. Annexure-F- Bankruptcy/ Liquidation Undertaking
10. Annexure-G: Declaration reg. 'Conflict of Interest'
11. Annexure– CPP-GST/I.
12. Form-1 (Format for local content)
13. Form-3 (Declaration related to GFR)
14. Other Tender documents as per this NIT.

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**PRE QUALIFYING CRITERIA**

<b>JOB</b>	Rate contract for providing safety stewards for effective implementation of health, safety and environment management system at different project sites of BHEL Power Sector Eastern Region.
<b>TENDER NO</b>	PSER:SCT:MIS-Q2385:25

<b>SL NO</b>	<b>CRITERIA</b>
<b>1.0</b>	<b>FINANCIAL CRITERIA</b>
	<p><b><u>TURNOVER:</u></b></p> <p>(a) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF INR 128.63 LAKH DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2024 (i.e., FY 2021-22, 2022-23, 2023-24) AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(C).</p> <p>(b) BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST FIVE FINANCIAL YEARS ENDING ON 31-03-2024. AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT OF THE COMPANY FOR LAST THREE FINANCIAL YEARS ENDING ON 31-03-2024 NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.</p> <p>(c) IN CASE AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THE THREE YEARS INDICATED ABOVE AT 1(a), THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>(d) IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p>
<b>2.0</b>	<b>TECHNICAL CRITERIA</b>
<b>2.1</b>	<p>BIDDER SHOULD HAVE EXECUTED FOLLOWING JOB FOR PROVIDING SAFETY SERVICES PERSONNEL IN ANY SECTOR OF POWER, CEMENT, PETROLEUM, METAL INDUSTRIES, CONSTRUCTION PROJECT SITE IN THE <b>LAST TEN (10) YEARS</b> ENDING ON LATEST DATE OF BID SUBMISSION. RELEVANT DOCUMENTS IN SUPPORT OF THE SAME SHALL BE SUBMITTED</p> <p><b>A. THE BIDDER SHOULD HAVE EXECUTED IN CUMULATIVE OF AT LEAST 292 MAN-MONTHS DURATION OF SAFETY PERSONNEL* IN ONE RUNNING/COMPLETED CONTRACT.</b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>B. THE BIDDER SHOULD HAVE EXECUTED IN CUMULATIVE OF AT LEAST 194 MAN-MONTHS DURATION OF SAFETY PERSONNEL* IN EACH OF THE TWO RUNNING/COMPLETED CONTRACT.</b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>C. THE BIDDER SHOULD HAVE EXECUTED IN CUMULATIVE OF AT LEAST 146 MAN-MONTHS DURATION OF SAFETY PERSONNEL* IN EACH OF THE THREE RUNNING/COMPLETED CONTRACT.</b></p> <p><b>*Safety Personnel shall mean below mentioned categories of HSE Personnel only. In case Credentials/Contracts submitted by Bidder have more than one type of Safety personnel, from the below mentioned categories, then cumulative executed value of such Safety personnel shall be considered for meeting Criteria at 2.1 A, 2.1 B. and 2.1 C above:</b></p> <ol style="list-style-type: none"> <li>SAFETY OFFICERS/SAFETY ENGINEERS/SAFETY EXECUTIVES</li> <li>HSE OFFICER/HSE ENGINEER/HSE EXECUTIVE</li> <li>SENIOR SAFETY OFFICERS / SENIOR SAFETY ENGINEERS/ SENIOR SAFETY EXECUTIVES</li> <li>SENIOR HSE OFFICERS / SENIOR HSE ENGINEERS/ SENIOR HSE EXECUTIVES</li> <li>SAFETY SUPERVISORS/SAFETY STEWARDS</li> <li>HSE SUPERVISORS/HSE STEWARDS</li> <li>COMBINATION OF a,b,c,d,e AND f ABOVE</li> </ol>

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3.0	BIDDER SHOULD HAVE VALID PAN CARD AND GST REGISTRATION CERTIFICATE. BIDDER SHOULD FURNISH VALID DOCUMENTARY EVIDENCE FOR ABOVE.
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**NOTE:**

A	CONSORTIUM/ JV BIDDING IS NOT ALLOWED.
B	IF THE BIDDER HAPPENS TO BE SUBSIDIARY OF A PARENT COMPANY, THEN THE CREDENTIALS OF ITS SISTER-CONCERN (UNDER THE SAME BUSINESS) AND THE PARENT COMPANY CAN ALSO BE CONSIDERED FOR MEETING THE ABOVE PQC.
C	THE VENDOR SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED IN THE PRE-QUALIFICATION CRITERIA, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
D	IN CASE THE JOB IS UNDER EXECUTION, THE MANMONTH OF EXECUTED PORTION OF THE JOB SHALL AT LEAST CORRESPOND TO THE RESPECTIVE MANMONTH SPECIFIED ABOVE, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
E	BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.
F	BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION / BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT.
G	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER

**Explanatory Notes for the PQR (unless otherwise specified in the PQR):**

- Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated along with all annexures.
- In case audited Financial statements have not been submitted for all the three years as indicated, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.
- Net Worth (Only in case of companies) of the bidder should be positive. Net worth shall be calculated based on the latest Audited Accounts as furnished. Net worth = Paid up share capital + Reserves.
- PROFIT shall be PBT earned during any one year of last five financial years.
- 'Additional' Criteria in respect of 'Technical' criteria of PQR for Civil, Electrical, CI, unless otherwise specified:
  - 'Similar' work means
    - Piling or Civil or Structure or 'Civil and Structural works' or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these shall be considered similar works for all packages mentioned under 'CIVIL WORKS'
    - Electrical or C&I or 'Electrical and C&I' shall be considered similar works for all packages mentioned under 'ELECTRICAL AND C&I WORKS'
- For evaluation of PQR of Civil, Electrical and C&I packages, in case Bidder alone does not meet the 'Additional' pre-qualifying technical criteria, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:
  - The parent company shall have a controlling stake of  $\geq 50\%$  in the subsidiary company (as per Format-1).
  - The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value.
  - The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).
  - In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.
  - Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.
- Completion date for achievement of the technical criteria specified in the Common QR should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the "FY quarter of bid submission".  
(for e.g. – Work completed on 01.01.2014 shall be considered even if latest due date of bid submission is 20.03.2021)
- 'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR even if the Contract has not been completed or closed
- In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for

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Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.

10. Unless otherwise specified, for the purpose of "Technical Criteria" of PQR, the word 'EXECUTED' means achievement of milestones as defined below -

- "ACHIEVEMENT OF PHYSICAL QUANTITIES" as per PQRs.
- "READINESS FOR COAL FILLING" of at least one Bunker, in respect of Mill Bunker Structure.
- "CHARGING" in respect of Power Transformers/ Bus Ducts/ "HT/LT Switchgears" / "HT/LT Cabling".
- For C&I works: "SYNCHRONISATION" in case of power project (excluding Nuclear projects) / "WORK EXECUTION of the value as defined in PQR" in case of industry & Nuclear projects.
- "BOILER LIGHT UP" in respect of Boiler / CFBC / ESP.
- "CHARGING OF AT LEAST ONE PASS" in respect of ESP(R&M)
- "GAS IN" in respect of HRSG.
- "STEAM BLOWING" in respect of Power Cycle Piping.
- "HYDRAULIC TEST"/ ANY OTHER EQUIVALENT TEST LIKE "100% RT/UT OF WELDED JOINTS" of the system in respect of Pressure parts/ LP Piping/CW Piping.
- "FULL LOAD OPERATION OF THE UNIT" in respect of Insulation work.
- "SYNCHRONISATION" in respect of STG / GTG.
- "SPINNING" in respect of HTG.
- "GAS IN" in respect of FGD

11. Boiler means HRSG or WHRB or any other types of Steam Generator

12. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass

13. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.

14. Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0}$$

Where

P = Updated value of work

R = Value of executed work

$X_N$  = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

$X_0$  = All India Avg. Consumer Price index for industrial workers for last month of work execution

$Y_N$  = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

$Y_0$  = Monthly Whole Sale Price Index for All Commodities for last month of work execution

15. Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.

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



**Format-1 /PQ Explanatory Note****Certificate for relationship between Parent Company / Subsidiary Company and the bidder**

To,

.....

.....

Dear Sir,

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

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

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

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

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**Format-2 /PQ Explanatory Note**

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

From,  
Name:  
Full Address:

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

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

Dear Sir,

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

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

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

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

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

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

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

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

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**ANNEXURE - 2****FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

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

Sub	No Deviation Certificate.	
Job	Rate contract for providing safety stewards for effective implementation of health, safety and environment management system at different project sites of BHEL Power Sector Eastern Region.	
Ref	1.0	Tender no. PSER:SCT:MIS-Q2385:25
	2.0	BHEL's NIT, vide reference no. PSER:SCT:MIS-Q2385:11090      Date: 04-08-2025
	3.0	All other pertinent issues till date.

Dear Sir/Madam,

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

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

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

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

Thanking you,

Yours faithfully,

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

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**ANNEXURE - 3****FORMAT FOR SEEKING CLARIFICATION**

<b>JOB</b>	Rate contract for providing safety stewards for effective implementation of health, safety and environment management system at different project sites of BHEL Power Sector Eastern Region.
<b>TENDER NO</b>	PSER:SCT:MIS-Q2385:25

<b>Sl no</b>	<b>Reference clause of tender document</b>	<b>Existing provision</b>	<b>Bidder's query</b>	<b>BHEL's clarification</b>

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name: Mr./Ms. Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name: Mr./Ms. Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No:                      Date: Bank:                      Amount: Please tick (✓) whichever applicable: <b>ONE TIME EMD / ONLY FOR THIS TENDER</b>	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE-QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorized Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non-Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

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

DATE :

**AUTHORISED SIGNATORY**  
(With Name, Designation and Company seal)

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**Annexure -B****Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL shall be resorting to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on-line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax /e-mail the Compliance form (Annexure-III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure-IV) as provided on case-to-case basis to Service provider within two working days (of BHEL) after completion of RA event.
11. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
12. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL and the results of the RA will be scrapped/ aborted.
13. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.

*In case of RA, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.*

*However, H1 will be allowed to participate in RA in the following cases:*

- a) *If number of techno-commercially qualified bidders are only 2 or 3.*
- b) *In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.*
- c) *For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.*
- d) *For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.*

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**Specific Clause w.r.t. BOCW Act & Cess Act**

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
7. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
8. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
9. It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics:
  - (i) Number of Building Workers employed during preceding one month.
  - (ii) Number of Building workers registered as Beneficiary during preceding one month.
  - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
  - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
10. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
11. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such

contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board, within the fifteen days from such deduction.

12. If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

**ANNEXURE-E****Statewise GST Registration nos.**

<b>Sl. No.</b>	<b>State / UT</b>	<b>GST Reg. No.</b>
1	Andhra Pradesh	37AAACB4146P7Z8
2	Assam	18AAACB4146P1ZE
3	Bihar	10AAACB4146P1ZU
4	Chandigarh	04AAACB4146P1ZN
5	Chattishgarh	22AAACB4146P1ZP
6	Daman & Diu	25AAACB4146P1ZJ
7	Delhi	07AAACB4146P1ZH
8	Gujarat	24AAACB4146P1ZL
9	Haryana	06AAACB4146P1ZJ
10	HP	02AAACB4146P1ZR
11	Jharkhand	20AAACB4146P5ZP
12	Karnataka	29AAACB4146P1ZB
13	Kerala	32AAACB4146P1ZO
14	Maharashtra	27AAACB4146P1ZF
15	MP	23AAACB4146P1ZN
16	Punjab	03AAACB4146P2ZO
17	Rajasthan	08AAACB4146P1ZF
18	Tamil Nadu	33AAACB4146P2ZL
19	Telangana	36AAACB4146P1ZG
20	Tripura	16AAACB4146P1ZI
21	UP	09AAACB4146P2ZC
22	Uttarakhand	05AAACB4146P1ZL
23	West Bengal	19AAACB4146P1ZC
24	Mizoram	15AAACB4146P1ZK
25	Orissa	21AAACB4146P1ZR
26	Arunachal Pradesh	12AAACB4146P1ZQ

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 23398000

**UNDERTAKING**

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

To,

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

Dear Sir/Madam,

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

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

I/We, \_\_\_\_\_

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

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

Place:

Date:

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 23398000



**ANNEXURE-G****DECLARATION REGARDING 'CONFLICT OF INTEREST'*****(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)***

To,

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

Dear Sir,

**Sub:** Declaration regarding 'Conflict of Interest'.**Ref :** 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date**Treatment of cases regarding conflict of interest:**

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

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

**Annexure- CPP-GST/I**

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 23398000

**Please arrange to submit this filled-up format along with Tender**

Name of the Company	
Address of Company*	
Company Registration Number*	
Name of Partners / Directors	
ALL THE STATES WHERE BIDDER HAS A PLACE OF BUSINESS*	
ALL ADDRESS OF VENDOR MENTIONING THEIR PIN AS PER THE LATEST GST REGISTRATION*	
GSTN OF ALL THE ABOVE NOTED PLACES OF VENDOR*	
Bidder Type: Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited /undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/ UAN as per Udyog Aadhaar Memorandum/ Udyam Registration Certificate / Ancillary unit/project affected person of this company/SSI/ other}	
Relevant documents to be submitted as applicable.	
Enter Company's Contact Person Details	
Title (Mr. / Mrs. / Ms. / Dr. / Shri) *	
Contact Name*	
Date of Birth*	
Correspondence Email*	
(Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Fax*	
Mobile*	

**Form-1 (Format for local content)**

<p>पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)</p> <p>POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091</p> <p>फैक्स/Fax : (033) 23211960      फोन/Phone : बोर्ड/EPABX : (033) 23398000</p>
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**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup> JUNE, 2020  
AND SUBSEQUENT ORDER(S)**

*(To be typed and submitted in the Letter Head of the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies))*

-----  
To,

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

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

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

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of Authorized Signatory of Statutory Auditor/Cost Auditor/ practicing Cost Accountant/practicing Chartered Accountant)**

\*\* - *Strike out whichever is not applicable.*

**Note:**

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 23398000

**FORM – 3****DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017***(To be submitted in the bidder's letter head)*

To,

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

Dear Sir,

**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017**Ref :** 1) NIT/Tender Specification No: .....,

2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that \_\_\_\_\_ *(specify the name of the organization here)*, is not from such a country / has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT))*; and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. *(attach relevant valid registration, if applicable)*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,  
Yours faithfully,

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

**Note:** Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 23398000

VOLUME-III PRICE SCHEDULE, REV-00			
JOB: RATE CONTRACT FOR PROVIDING SAFETY STEWARDS FOR EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT DIFFERENT PROJECT SITES OF BHEL POWER SECTOR EASTERN REGION ON FIXED MONTHLY RATE BASIS.			
TENDER NO. PSER:SCT:MIS-Q2385:25			
SCHEDULE- 1- TOTAL PRICE			
SL No.	DESCRIPTION OF ITEM	PRICE SCHEDULE REF	TOTAL PRICE (INR)
1.0	TOTAL PRICE OF SCHEDULE-2 FOR JOB:PROVIDING SAFETY STEWARDS FOR EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT DIFFERENT PROJECT SITES OF BHEL POWER SECTOR EASTERN REGION ON FIXED MONTHLY RATE CONTRACT BASIS.	SCH 2 - BREAK UP OF TOTAL PRICE	
<b>NOTE-</b>			
1.0	Taxes & duties shall be as per SCC.		
2.0	Bidder shall quote GRAND total price of SCHEDULE-2 at Sl. No 1.0 above, All other amounts / rates of each item of works in respective schedules / parts will be derived based on allocated percentages. As such, any uncalled figure/ amount noted at any other place / schedule of Volume-III will not be reckoned & will stand null & void.		
3.0	Bidder to note that GRAND Total price at sl. no. 1.0 above shall be considered for evaluation & awarding. As such grand total price should be complete in all respect for the full scope defined and considering all terms and conditions. Non-Schedule items shall not be considered for evaluation.		
4.0	Based on the itemwise percentage allocations, the amount for the individual items of the SCHEDULE - 2 shall be arrived at. The rates of individual items shall be derived from the amount against each items after rounded off. However, RA bill payment shall be done after rounding off the gross amount to two decimal points. Any adjustment, if required, due to such methodology, will be effected / adjusted in final bill.		
5.0	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per Sl. No. 3.0 above.		
6.0	Any item as per scope of work, if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection.		
7.0	Price format shall not be changed by bidder in any case and it may lead to cancellation of their offer.		
8.0	The quoted price shall be all inclusive F.O.R. Site price, but excluding GST & BOCW Cess. GST & BOCW Cess shall be payable extra, as applicable.		
9.0	The quantity of items may vary during execution mainly due to actual requirement etc. The unit rates work out from the overall amount quoted & accepted by BHEL shall be considered and no separate unit rates shall be allowed. Unit rates shall be valid throughout the contract period.		



**VOLUME-III**  
**PRICE SCHEDULE, REV-00**

**JOB: RATE CONTRACT FOR PROVIDING SAFETY STEWARDS FOR EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT DIFFERENT PROJECT SITES OF BHEL POWER SECTOR EASTERN REGION ON FIXED MONTHLY RATE BASIS.**

**TENDER NO. PSER:SCT:MIS-Q2385:25**

**SCHEDULE- 2 : PRICE BREAK UP**

<b>SL No.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>Weightage</b>
	RATE CONTRACT FOR PROVIDING SAFETY STEWARDS FOR EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT DIFFERENT PROJECT SITES OF BHEL POWER SECTOR EASTERN REGION ON FIXED MONTHLY RATE BASIS.			
1	Safety Steward	Man-Month	1750.00	1.00000000
	<b>TOTAL</b>			<b>1.00000000</b>

TENDER NO. PSER:SCT:MIS-Q3285:25		
VOLUME-II (REV-00)	TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT	PAGE 1 OF 27

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CLAUSE NO	DESCRIPTION
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2.0	SITE VISIT
3.0	NAME OF WORK
4.0	OBJECTIVE AND SCOPE OF WORK
5.0	ROLES AND RESPONSIBILITIES
6.0	SITE FACILITIES
7.0	SPECIAL CONDITIONS OF CONTRACT
8.0	TENTATIVE DEPLOYMENT PERIOD AT PROJECT SITES
9.0	MOBILISATION
10.0	START DATE OF WORK
11.0	VALIDITY OF RATE CONTRACT
12.0	EXTENSION OF TIME FOR COMPLETION/CONTRACT PERIOD
13.0	CERTIFICATE TOWARDS COMPLETION
14.0	QUALIFICATION OF SAFETY PERSONNEL
15.0	MOBILISATION ADVANCE
16.0	PRICE VARIATION CLAUSE / RATE REVISION
17.0	OVER RUN CHARGE
18.0	MODE OF EVALUATION & CONTRACT AWARDING
19.0	TERMS OF PAYMENT & PAYING AUTHORITY
20.0	EXTRA WORK
21.0	GUARANTEE/ WARRANTY
22.0	IDLING CHARGES
23.0	EARNEST MONEY DEPOSIT
24.0	SECURITY DEPOSIT (SD)
25.0	PERFORMANCE BOND
26.0	LIQUIDATED DAMAGE
27.0	TAXES AND DUTIES
28.0	INSURANCE
29.0	COMPLIANCE
30.0	QUANTITY VARIATION
31.0	PERFORMANCE MONITORING
32.0	OTHER TERMS
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	ANNEXURE-II- FORMAT FOR FURNISHING HEALTH CHECK UP DETAILS
	ANNEXURE-III- FORMAT FOR PERFORMANCE MONITORING

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

TENDER NO. PSER:SCT:MIS-Q3285:25		
VOLUME-II (REV-00)	TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT	PAGE 2 OF 27

CLAUSE NO	DESCRIPTION																
1.0	<b>PROJECT SYNOPSIS AND GENERAL INFORMATION</b>																
	BHEL / Power Sector – Eastern Region (henceforth called "BHEL - PSER") is engaged in the Erection, Commissioning, Service after Sales, Renovation and Modernization of Power Plants (thermal, hydro, gas and nuclear based etc.) situated in different states of India and abroad. BHEL-PSER working zone broadly includes the states namely West Bengal, Bihar, Odisha, Jharkhand, Assam and all the North Eastern states and territorial country Bhutan. However, there is no firm barrier of working zone only covering the eastern sector of India; BHEL-PSER is also executing job at other sectors spread over all the geographical locations of India and abroad as per the demand of situation.																
2.0	<b>SITE VISIT</b>																
	Bidder may visit any/all the ongoing project sites of BHEL-PSER under the purview of this rate contract and acquire full knowledge & information about site conditions prevailing at site regarding entry to site, safety regulations etc. and surroundings of plant premises together with all the statutory, obligatory, mandatory requirements of various authorities.																
3.0	<b>NAME OF WORK</b>																
	<p><b>RATE CONTRACT FOR PROVIDING SAFETY STEWARDS FOR EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM AT DIFFERENT PROJECT SITES OF BHEL POWER SECTOR EASTERN REGION ON FIXED MONTHLY RATE.</b></p> <p>BHEL is intended to finalize a rate contract for a fixed tenure for deployment of various category of qualified and experienced safety personnel at different project sites as per requirement and accordingly site-specific individual work order shall be issued for deployment of safety personnel at different sites in line with the original rate contract and as per rate, terms and conditions of the rate contract.</p> <p>A- The project sites where the deployment of <b>Safety Stewards</b> is envisaged are as follows-</p> <table><tr><th>No.</th><th>Project Name</th><th>State/Country</th><th>Project Address</th></tr><tr><td>1</td><td>LARA 2X800 MW</td><td>Chhattisgarh</td><td>BHEL SITE OFFICE, (2 X 800 MW) NTPC LARA STAGE – II, PUSSORE, CHHAPORA, CHHATTISGARH, PIN – 496440</td></tr><tr><td>2</td><td>KODERMA 2X800 MW</td><td>Jharkhand</td><td>BHEL SITE OFFICE, 2 X 500 MW KODERMA POWER PROJECT, BNAJHEDIH, P.O. JHUMRI TELAIYA, DIST. KODERMA-825409 (JHARKAND)</td></tr><tr><td>3</td><td>SIPAT 1X800 MW</td><td>Chhattisgarh</td><td>GUEST HOUSE ADDRESS - QTR. NO C-82, NTPC TOWNSHIP, PO-UJJWALNAGAR, SIPAT, DISTT - BILASPUR, CHHATTISHGARH, PIN-495555</td></tr></table>	No.	Project Name	State/Country	Project Address	1	LARA 2X800 MW	Chhattisgarh	BHEL SITE OFFICE, (2 X 800 MW) NTPC LARA STAGE – II, PUSSORE, CHHAPORA, CHHATTISGARH, PIN – 496440	2	KODERMA 2X800 MW	Jharkhand	BHEL SITE OFFICE, 2 X 500 MW KODERMA POWER PROJECT, BNAJHEDIH, P.O. JHUMRI TELAIYA, DIST. KODERMA-825409 (JHARKAND)	3	SIPAT 1X800 MW	Chhattisgarh	GUEST HOUSE ADDRESS - QTR. NO C-82, NTPC TOWNSHIP, PO-UJJWALNAGAR, SIPAT, DISTT - BILASPUR, CHHATTISHGARH, PIN-495555
No.	Project Name	State/Country	Project Address														
1	LARA 2X800 MW	Chhattisgarh	BHEL SITE OFFICE, (2 X 800 MW) NTPC LARA STAGE – II, PUSSORE, CHHAPORA, CHHATTISGARH, PIN – 496440														
2	KODERMA 2X800 MW	Jharkhand	BHEL SITE OFFICE, 2 X 500 MW KODERMA POWER PROJECT, BNAJHEDIH, P.O. JHUMRI TELAIYA, DIST. KODERMA-825409 (JHARKAND)														
3	SIPAT 1X800 MW	Chhattisgarh	GUEST HOUSE ADDRESS - QTR. NO C-82, NTPC TOWNSHIP, PO-UJJWALNAGAR, SIPAT, DISTT - BILASPUR, CHHATTISHGARH, PIN-495555														

TENDER NO. PSER:SCT:MIS-Q3285:25		
VOLUME–II (REV-00)	TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT	PAGE 3 OF 27

	4	RAGHUNATHPUR 2X660 MW	West Bengal	BHEL SITE OFFICE, 2X660MW DVC RAGHUNATHPUR THERMAL POWER STATION PHASE-II RAGHUNATHPUR, DISTRICT - PURULIA, WEST BENGAL, PIN - 723133
	5	ANY CONTIGENCY REQUIREMENT AND/OR UPCOMING PROJECT(s)	Any state(s)/UT(s) in the scope of BHEL PSER	
However, the above HSE services may also be utilized in any other project site under execution by BHEL PSER or may be executed by BHEL PSER within India, in near future within the original & extended rate contract period.				
4.0	OBJECTIVE AND SCOPE OF WORK			
4.1	OBJECTIVE OF THE WORK			
4.1.1	To take preventive measures so as to avoid any unwarranted incident at site.			
4.1.2	BHEL sites job involve working at height, Hot work, Radiography, Confined Space, Deep Excavation, Heavy Lifting, Chemical handling, handling of compressed gas cylinders, Handling of Electrical and Electronic circuits including high voltage and also in hazardous condition like uneven mud road, water accumulation, strong wind etc. To ensure safe working, systematic approach to identify the risks, analyze the risk and find out the mechanism to mitigate the same, needs to be developed in line with the best practices prevailing in the industry.			
4.1.3	Further for sustenance of these activities, safety culture needs to be built up by training of personnel and hand holding for a longer period.			
4.2	BROAD SCOPE OF WORK FOR HSE SERVICES			
	The scope of work for this area primarily involves supervising the daily HSE (Health, Safety, and Environment) aspects of the work and related activities. The Bidder will be responsible for identifying gaps in safety execution, advising BHEL site management, the customer, and BHEL’s sub Bidders on appropriate improvement measures, and providing guidance to strengthen, enhance, and implement safety management systems and safety culture at the sites by deploying safety officers and safety Stewards across PSER sites to lead HSE initiatives. These initiatives encompass, but are not limited to, developing and monitoring the implementation of comprehensive construction safety management systems and practices at the sites. The scope of work encompasses comprehensive HSE (Health, Safety, and Environment) management at the site, including supervision, assessment, implementation, and continuous improvement of safety practices.			
5.0	ROLES AND RESPONSIBILITIES FOR SAFETY STEWARDS			
5.1	BHEL HSE Observer App/Portal: The BHEL HSE Observer mobile application/web portal must be utilized at the site. The Safety stewards to be deployed at the BHEL PSER sites should become proficient in using this software. Adequate training and support will be provided by BHEL PSER-HQ5.4 HSE and BHEL Corp-HSE to facilitate this. Following initial trainings, the Safety stewards will			

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	train B5.5HEL's contractor's officials on the application's usage as required at the sites and will be responsible for enrolling contractor's site officials into the application, managing issue reporting by registered users, ensuring timely issue closure by the concerned personnel, and coordinating with PSER-HQ and Corp-HSE to resolve any application-related issues.
5.2	<b>Safety Supervision &amp; Accident Prevention:</b> Assist in routine safety checks, enforce safety protocols, and report hazards to prevent accidents.
5.3	<b>Construction Safety Support:</b> Monitor safe work practices, support safety protocols, and promote a safety-conscious environment.
5.4	<b>Training &amp; Awareness:</b> Help organize basic safety inductions, toolbox talks, and encourage PPES use among workers.
5.5	<b>Documentation &amp; Records:</b> Maintain safety checklists, incident reports, permits, and assist during audits.
5.6	<b>Coordination &amp; Communication:</b> Support communication with BHEL, clients, and subcontractors on safety matters and report issues promptly.
5.7	<b>Emergency &amp; First-Aid:</b> Assist in emergency drills, support rescue and first-aid activities, and ensure safety procedures are known.
5.8	<b>Work at Heights, Lifting &amp; Electrical Safety and other hazardous work:</b> Supervise safe practices during hazardous tasks, report unsafe conditions immediately.
5.9	<b>Equipment &amp; Permit Checks:</b> Support inspections of safety gear, scaffolding, and lifting equipment; verify permits and hazard assessments.
5.10	<b>Site Hygiene &amp; Welfare:</b> Assist in waste management, hygiene, and labor welfare activities.
5.11	<b>Safety Promotion:</b> Participate in safety campaigns, awareness drives, and motivate workers to follow safety rules.
5.12	<b>Incident Reporting &amp; Follow-up:</b> Report incidents or near misses for further investigation and corrective action.
5.13	<b>Regulatory &amp; Audit Support:</b> Help maintain safety records for statutory compliance and audits.
5.14	<b>Overall Site Safety:</b> Support the safety team in ensuring a safe work environment, promoting safety culture at the site.
<b>6.0</b>	<b>SITE FACILITIES</b>
<b>6.1</b>	<b>ACCOMODATION</b>
6.1.	Furnished Bachelor accommodation ( <b>Twin sharing basis</b> ) with free electricity and water supply, along with Mess facilities at one point shall be provided by BHEL free of any charges. However, food will be available on chargeable basis, either in BHEL mess or otherwise.
<b>6.2</b>	<b>LOCAL CONVEYANCE</b>
6.2.1	Local conveyance, as required, for to-and-fro movement between site and living accommodation shall be provided by BHEL on sharing basis, free of any charges.
6.2.2	Local conveyance during initial mobilization of manpower will be arranged by BHEL. It will be limited to nearest airport/ railway station as the case may be.
<b>6.3</b>	<b>SITE OFFICE</b>
6.3.1	Reasonable office space for proper functioning of the deployed safety personnel will be provided

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	by BHEL at site, free of any charges. BHEL shall also provide office furniture as per availability at site.		
<b>7.0</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>		
<b>7.1.0</b>	<b>ADMINISTRATIVE PROVISIONS</b>		
<b>7.1.1</b>	<b>Leaves, Holiday &amp; working Hours</b>		
7.1.1.1	Personnel posted on a full-time basis at any site will be eligible for casual leave up to a maximum of 10 days per year or on a pro-rata basis.		
7.1.1.2	Sundays and other holidays observed by the BHEL site will also be admissible.		
7.1.1.3	<b>No recovery will be made for casual leave up to 10 days in a calendar year for each safety officer/ safety steward.</b> Any leave other than casual leave will be deducted pro-rata basis from the monthly RA bill by BHEL.		
7.1.1.4	BHEL will not pay wages for earned or sick leave taken by the Bidder's personnel.		
7.1.1.5	If a person resigns or takes a long leave (more than 10 days in a single stretch), the Bidder must provide a replacement within 15 working days with BHEL's approval. Failure to do so will incur a penalty of Rs. 300 per day per Safety Steward, starting from the first day of absence. The maximum penalty applicable in such cases shall be limited to 2% of the total contract value.		
7.1.1.6	General working hours will be as per prevailing work practice at site which is around 10-12 hrs. daily on working days of the week except Sunday and Holidays. However, in special cases work may continue round the clock, or may continue on Sundays/holidays for which availability of Safety officer is essential. <b>No extra payment will be made for working beyond normal working hours. However, if work is performed on Sundays or holidays, suitable compensatory off/leave will be granted to the personnel involved.</b>		
7.1.1.7	<b>Bidder have to provide HSE services on a continuous (daily) basis. In the event of the bidder not providing the required services on any day or for any period, pro rata recovery shall be made from the Bidder's monthly RA bills for this period. For this purpose, i.e. for deduction or part payment, if any, each man month will be considered to be of 30 days.</b>		
7.1.1.8	In case of imposition of any penalty on BHEL by Customer or any authority for reasons attributable to the bidder, the same shall be deducted on Back to back basis.		
7.1.1.9	In case of failure to deploy safety personnel on time, BHEL may engage alternative agencies at the Bidder risk and cost, which shall be deducted from Bidder's payable amounts.		
7.1.1.10	BHEL reserves the right to discontinue the deployment of Safety Steward at any particular site or all together with 20 days' notice, in case the performance of the concerned officer is found unsatisfactory. No further payment shall be made against deployment of unacceptable Safety Steward. Replacement of such persons will have to be arranged by bidder within 20 days.		
7.1.1.11	Safety personnel posted at any site against any particular site-specific work order shall not move outstation without the prior permission of Site in Charge / Construction Manager of BHEL. For any exigencies during execution of the contract or against requirement of services at any location other than place of normal work, if desired and instructed by BHEL Site Construction Manager or HOD HSE/PSER-HQ, the Bidder shall have to provide HSE services by deputing his personnel to desired location(s). Expenses incurred by the visiting personnel in this regard will be reimbursed in the following manner. I. Travel expenses at actual shall be paid as per the below details: <table border="1" data-bbox="337 1808 1461 1864"> <tr> <td>01</td><td>3AC to and fro train fare</td></tr> </table>	01	3AC to and fro train fare
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			with reservation / supplementary charges etc. subject to furnishing of details regarding ticket numbers, journey details, amount of fare etc. and submission of proof thereof.		
		02	Local conveyance charges (Actual bus / cycle rickshaw/auto rickshaw/ taxi fare for local journeys at out station) as permitted by the BHEL Engineer in charge.		
		03	Outstation lodging charges @ maximum 1200/- per day		
			Applicable with written instruction of BHEL Site Safety HOD/Site PD/CM and on submission of lodging bill thereof)		
		04	Cumulative Journey allowances & Daily allowances @ Rs.200/- per day		
	The movement of Bidder’s HSE Personnel outside BHEL site shall be subject to the prior approval of BHEL Site Construction Manager or HOD HSE/ PSER-HQ and the same shall be submitted with their bills/invoice for payment.				
7.2.	WELFARE & SUPPORT PROVISIONS				
7.2.1	To be provided by Bidder:				
7.2.1.1					
	SL	Item Name	Specification/ Standard	Penalty/ deductions Provisions	Remark/Applicability
	01	Smart Phone	With unlimited calling and internet facility	If a Safety person is unable to perform his assigned duty due to the unavailability of PPEs/ non-functional/unavailability of Smart phone, an amount equivalent to one day's salary of the concerned Safety person shall be deducted from the Bidder's RA bill for that day.	•To be provided for each deployed Safety steward.
	02	Safety Shoe	Comparable with IS or equivalent standard or as decided by BHEL site HSE Head.		•Record of such noncompliance to be maintained by site HSE Heads.
	03	Rain Coat			•Decision of the site HSE Head of BHEL shall be final and binding.
	04	Gum boot			
7.2.1.2	BHEL shall provide the followings:				
	SL	Item Name	Provisions on applicability	Penalty/ deductions Provisions	
	01	Helmet	Shall be provided to each deployed safety person		
	02	Reflective Vest			
	03	Other work-specific PPEs (comparable to those	Provisions/requirements to be decided by HSE Head of BHEL.		



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		issued to BHEL's own employees)		
	04	Torch	Shall be provided from a common pool as and when decided by HSE Head of BHEL.	In the event that an issued item is not returned to BHEL in the same condition as it was issued, the recovery amount will be 1.5 times the cost of the issued individual item and the amount will be deducted from the Bidder's RA Bill.
	05	Binoculars		
	06	Common Printer		
<b>7.3.0</b>	<b>OTHER MISLENIOUS PROVISIONS</b>			
7.3.1	<p>BHEL reserves the right to terminate the above contract at any point of time without assigning any reason, upon giving 30 days' notice to the Bidder.</p> <p>BHEL reserves the right to short close the contract/reduce the deployed safety personnel upon giving 30-day notice, depending upon requirement.</p> <p>In such cases, the payment shall be made for the completed months and part thereof on pro-rata basis, based upon approved rate of contract and no other compensation will be granted by BHEL. For this purpose, man month will be considered as 30 days.</p>			
7.3.2	<p><b>Bidder shall deploy contingent/additional manpower to any sites of BHEL PSER within 15 days' notice period against written intimation from BHEL Site Construction Manager / BHEL-PSER-HQ-HSE dept.</b></p> <p>Payment for such contingent/additional manpower will be made as per accepted rate schedule. The derived rate shall remain firm throughout the original &amp; extended contract period. Consideration of man month will be based on attendance sheet, which will be effective after reporting to BHEL site. Journey period will not be considered within man-month. Minimum deputation period is 1 (one) man-month at any site. However, in clause no. 8.2 of this document , the term under " OTHERS (CONSIDERING ANY CONTIGENCY REQUIREMENT AS WELL AS ANY UPCOMING PROJECTS) " shall also include short duration projects sites like Overhauling, Renovation &amp; Modernization etc. in Power Plant Projects.</p>			
7.3.3	It is the sole responsibility of the Bidder to ensure the safety of deployed manpower against accident and injury while at work.			
7.3.4	The Bidder has to arrange for medical facilities and necessary insurance facilities for his Safety Steward posted at site at their cost. The Bidder shall be allowed to use BHEL mess facility on chargeable basis.			
7.3.5	Bidder shall arrange and keep all applicable latest IS codes/standards, Training Materials required for the jobs for ready reference.			
7.3.6	All data/findings obtained from this work shall become the property of BHEL. This cannot be published/utilized by anyone/ Bidder without written permission of competent authority of BHEL. Safety Steward shall keep all business and technical /safety information/procedures received from the other Party in connection with this Agreement confidential and treat it with the same degree of care as their own similar trade or business secrets and not make it available to third parties, unless permitted in writing by competent authority of BHEL-PSER.			
7.3.7	Sub-letting of jobs within the agreed scope of work, in any way is not permitted.			
7.3.8	Bidder shall make available suitable personnel (personnel, other than those posted at site) for discussions/ interactions with BHEL, Customer and consultants, vendors / sub-Bidders wherever need arises. Senior level personnel of bidder will visit sites periodically (at least once in a quarter to ascertain			

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	the quality of jobs performed by their site personnel. Such visits of senior personnel will be free of any additional charges to BHEL.																																									
7.3.9	Bidder shall arrange group-linked insurance policies for all safety manpower deployed across BHEL PSER sites, in accordance with the General Conditions of Contract (GCC).																																									
<b>8.0</b>	<b>TENTATIVE DEPLOYMENT PERIOD AT PROJECT SITES</b>																																									
8.1	The <b>tentative requirement</b> and deployment period of Safety officer / Safety Stewards at various project sites are mentioned below in clause no. 8.2. However actual deployment to be decided after placement of LOI and as per actual project requirement and accordingly work orders shall be issued for the respective project sites with the intimation of duration of work order. Minimum deputation of safety officer / safety Steward is 1 (one) man-month at any particular site.																																									
8.2	<p><b>Annexure-A</b></p> <table border="1"> <thead> <tr> <th rowspan="2">SN</th><th rowspan="2">DESCRIPTION OF WORK</th><th colspan="3">Safety Steward</th></tr> <tr> <th>Per Month Requirement (Tentative) (Nos)</th><th>Contract Duration (Month)</th><th>Total (Man-months)</th></tr> </thead> <tbody> <tr> <td>1</td><td>LARA 2X800 MW</td><td>15</td><td>24</td><td>333</td></tr> <tr> <td>2</td><td>KODERMA 2X800 MW</td><td>15</td><td>24</td><td>292</td></tr> <tr> <td>3</td><td>SIPAT 1X800 MW</td><td>10</td><td>24</td><td>242</td></tr> <tr> <td>4</td><td>RAGHUNATHPUR 2X660 MW</td><td>19</td><td>24</td><td>349</td></tr> <tr> <td>5</td><td>Others (Considering any Contingency requirement as well as any upcoming projects)</td><td>29</td><td>24</td><td>534</td></tr> <tr> <td></td><td><b>TOTAL</b></td><td><b>88</b></td><td></td><td><b>1750</b></td></tr> </tbody> </table>				SN	DESCRIPTION OF WORK	Safety Steward			Per Month Requirement (Tentative) (Nos)	Contract Duration (Month)	Total (Man-months)	1	LARA 2X800 MW	15	24	333	2	KODERMA 2X800 MW	15	24	292	3	SIPAT 1X800 MW	10	24	242	4	RAGHUNATHPUR 2X660 MW	19	24	349	5	Others (Considering any Contingency requirement as well as any upcoming projects)	29	24	534		<b>TOTAL</b>	<b>88</b>		<b>1750</b>
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8.3	<p><i>The requirement mentioned in above scope matrix is tentative and may vary as per site requirement or upcoming Projects/Contingencies, if any. BHEL PSER reserves the right to increase or decrease the number of Man Month for referred services in Annexure-A. Man-Month against each Safety Personnel for projects indicated therein may have reassigned quantities increased or decreased as per requirement at discretion of BHEL. The list in Annexure-A is not exhaustive, new projects may add in or existing sites may be removed from list depending upon site status/ requirements.</i></p>																																									

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8.4	Each of these HSE personnel shall be deployed in specific area of erection and shall co-ordinate with all sub-agencies for facilitating implementation of HSE systems. The HSE team shall report to BHEL site HSE Head or Site Project Director, as the case may be.
<b>9.0</b>	<b>MOBILISATION</b>
9.1	Bidder shall mobilize the manpower and start the work at site within <b>15 days</b> from the date of written Intimation from BHEL site HSE Dept/PSER HQ HSE Dept. Failure to mobilize the manpower within the mobilization period indicated above shall attract LD/Penalty indicated in LD clause.
9.2	Bidder to note that for the personnel identified for deputation at any project site against the issued site-specific work order; detailed Bio-data along with all supporting documents of those personnel has to be submitted to respective Site HSE dept or BHEL-PSER-HQ-HSE dept (in case no Safety person of BHEL is posted at respective site), within 7 days from written intimation from BHEL Site/HQ. Man-power shall be deployed at site within 15 days from the date of written Intimation against approval and clearance of BHEL Site HSE head/ BHEL-PSER-HQ HSE (in case BHEL HSE Head is not posted/available at site) after scrutiny of bio-data, work experiences and necessary interview, if required.
9.3	Number Safety Steward & Period of deployment should be as per man month mentioned in the work order issued against any specific BHEL PSER project site. However, the number of requirements of Safety Safety Steward & deployment period may vary time to time as per project requirement.
<b>10.0</b>	<b>START DATE OF WORK</b>
10.1	Work start date will be certified by HSE Heads of respective BHEL Sites and in the absence of BHEL HSE Head at site the site in charge may certify the work start date.
<b>11.0</b>	<b>VALIDITY OF RATE CONTRACT</b>
11.1	<b>The contract period of HSE services for the above scope of Rate Contract is for a period of 24 (Twenty-Four) months from the date of issue of LOI. However, this contract may further be extended for a maximum period of another 3 (three) months at the same rate, terms and conditions at the discretion of BHEL.</b> BHEL reserves the right to terminate the service contract at any time in case the service provided by the Bidder is found unsatisfactory.
11.2	There will be provision for extension of contract period against individual site-specific work order as per site requirement but within the validity period of Rate contract.
<b>12.0</b>	<b>EXTENSION OF TIME FOR COMPLETION/CONTRACT PERIOD</b>
12.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, the successful bidder shall request for an extension of the contract and BHEL at its discretion may extend the contract.
12.2	Based on the reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the successful bidder shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the successful bidder is bound to complete the portion of backlog attributable to the successful bidder. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
12.3	However, if any 'Time extension' is granted to successful bidder to facilitate continuation of work & completion of contract, due to backlog attributable to successful bidder alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to successful bidder, in addition to any other actions BHEL may take at the risk and cost of successful bidder.
12.4	A joint programme shall be drawn for the balance amount of service to be completed during the period of 'Time Extension', along with matching resources to be deployed by the successful bidder as per specified format. Review of the programme and record of shortfall shall be done.

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12.5	During the period of 'Time extension', successful bidder shall maintain their resources as per mutually agreed program
12.6	At the end of total work completion as certified by respective BHEL site HSE Head/Site In charge e, and upon analysis of the total delay, the portion of time extensions attributable to (i) Successful bidder, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions attributable to successful bidder and recoverable from the dues payable to the successful bidder.
<b>13.0</b>	<b>CERTIFICATE TOWARDS COMPLETION</b>
13.1	The work under the scope of the bidder shall be deemed to have been completed in all respect only when so certified by respective site's BHEL HSE heads/Site In charge . The decision of BHEL in this regard shall be final and binding on the successful bidder.
<b>14.2.0</b>	<b>QUALIFICATION OF SAFETY STEWARD</b>
14.2.1	<b>Minimum Academic Qualification:</b> <ul style="list-style-type: none"> <li>a. Minimum Class 12 pass (in any stream).</li> <li>b. Trained in any safety related topic of min. 03 days (preferably in off line mode). Acceptance of Online training credentials are at the sole discretion of BHEL site HSE Head/HQ HSE</li> </ul>
14.2.2	<b>Experience for Safety Steward: (BHEL's decision is final):</b> Min. one (1) years of experience in a Supervisory capacity at building or other construction sites (post or pre-safety qualification, however post class 12 qualification.
14.3	<u>Language:</u> The Safety Steward should be conversant in Hindi and preferably local language of the place of posting. However, should be able to read and understand the English as all reports and written communications shall be in English only.  <u>Age and health:</u> The candidate shall have sound health to withstand tough site conditions and extreme weather. The candidate shall not be older than 50 years. The candidate will be allowed to join at site on successful completion of medical check-up at site and found fit by BHEL site/ customer. However, in some cases, BHEL may also ask to submit medical check-up certificate in BHEL format, even before approval of CV.
14.4	All the qualifications & experiences shall be reckoned from the date of deployment of Safety Manpower at PSER Sites. Any relaxation in Qualifications/experiences will not be allowed in any case. Prior to the deployment, a CV of a candidate must be submitted with a covering letter by the Bidder (certifying that the candidate has been interviewed and all supporting docs verified) along with all supporting documents (with respect to qualification & experience) to Head (HSE) Site/ PSER-HQ (for sites where site HSE head is not available) for approval. If approved, the candidate shall be deployed to the site within the stipulated time. The candidate shall produce all originals of the qualification & experience certificates at the site for verification. Any mismatch will render the approval rejected. Site/ HQ may conduct interview of the candidate through VC during verification of CV. Also, during verification of CV, if BHEL desires verification of credentials from the institute(s)/ organization(s), where candidate has acquired qualification/ experience, it is to be done by the Bidder, without any cost implication to BHEL.
<b>15.0</b>	<b>MOBILISATION ADVANCE</b>
15.1	Not Applicable.
<b>16.0</b>	<b>PRICE VARIATION CLAUSE / RATE REVISION</b>
16.1	Not Applicable.
<b>17.0</b>	<b>OVER RUN CHARGE</b>

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17.1	Not Applicable.
<b>18.0</b>	<b>MODE OF EVALUATION &amp; CONTRACT AWARDING</b>
<b>18.1</b>	<p>Bidder shall quote their total price as per Volume-III, price schedule for total scope of work in line with scope.</p> <p>Evaluation shall be done on lowest total quoted price. Individual item rate, as applicable, shall be derived accordingly from the total quoted price</p> <p>Quantities of the various items mentioned in the price schedule (Volume-III) are approximate, based on very preliminary requirement of Projects and may vary to any extent or to be deleted altogether. The accepted rates of each item will remain firm throughout the period of execution , for reasons whatsoever, as long as variation in the total value of the work executed under any part of the this contract, remains within +/- 30 % (Thirty percent) of the awarded price/ volume of scope as per LOI/ WO.</p>
<b>18.2</b>	Evaluation shall be done on lowest total quoted price of the qualified bidder for total Scope of work, based on which L-1 bidder shall be finalised.
<b>18.3</b>	<p>BHEL intends to engage more than one agency for the referred scope of work (i.e. split of contract among 02 bidders on 60:40 basis). Accordingly, the entire scope of tendered work (i.e. <b>1750</b> Man-Months) shall be split into two separate packages i.e.</p> <p><b>Package-A</b> - Rate Contract for Scope of work for approx. <b>1050</b> Man-Months (i.e. consisting of 60% of Job) and</p> <p><b>Package-B</b> – Rate Contract for Scope of work for approx. <b>750</b> Man-Months (i.e. consisting of 40% of Job).</p>
<b>18.4</b>	<p>The L1 Bidder shall be awarded the highest percentage of the load. BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 bidder (except in the case of two qualified bidders).</p> <p>Splitting shall be on around 60:40 basis after getting L2/L3/L4 ...LN on bidder's acceptance of the counter offered L1 price, but except H1 (except in the case of two qualified bidders).</p> <p>If none of the bidder matches L1 price than 100% job shall be awarded to L1 bidder.</p> <p>Sequence of counter offer shall be as per their respective ranking.</p>
<b>19.0</b>	<b>TERMS OF PAYMENT &amp; PAYING AUTHORITY</b>
19.1	Successful bidder shall submit RA bill at the end of each month as per billing break-up of the tender. Bill shall be accompanied with list of services rendered during the month and attendance sheet (certified by BHEL Engr.).
19.2	<p>100% payment shall be made by BHEL against bidder's RA bill, GST compliant Invoice complete &amp; correct in all respect accompanied by BHEL engineer's certified/ measurement sheet, jointly signed; requisite statutory certificates, certified by BHEL; within 45 days of submission of the bill.</p> <p>Bidder's invoices shall be accompanied by progress report for the month (with details of man-days etc.), duly signed by BHEL Engineer. Payments will be made as per rates accepted"</p>
19.3	However, no extra payment / interest charges shall be made in the event of deferment in payment.
19.4	All admissible recovery/ adjustment, etc. shall be made from interim payable amount.
19.5	<p><b>Applicable GST shall be released to the vendor upon compliance of following:</b></p> <ol style="list-style-type: none"> <li>Vendor declaring such invoice in his IFF/ GSTR-1; and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal.</li> <li>Vendor declaring such invoice in his IFF/ GSTR-1; and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal.</li> </ol>

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	<ul style="list-style-type: none"> <li>iii) Receipt of Goods/ services and Tax Invoice by BHEL.</li> <li>iv) Confirmation of payment of GST thereon by vendor on GSTN portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/ quarter.</li> <li>v) Above is subject to receipt of goods/ service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.</li> </ul>
19.6	The Bidder shall raise monthly RA bills either from their office on BHEL-site office. However, the bill shall be submitted at site for verification and further processing for onward payment.
19.7	For all Pro Rata Basis payment / recovery, duration of month will be considered as 30 days.
19.8	<b>Project Director/Construction Manager</b> at respective sites of BHEL shall be the paying authority cum controlling officer for all contractual dealing of the site.
<b>20.0</b>	<b>EXTRA WORK</b>
20.1	There is no provision of any extra work in this contract /package.
<b>21.0</b>	<b>GUARANTEE/ WARRANTY</b>
21.1	Not Applicable.
<b>22.0</b>	<b>IDLING CHARGES</b>
22.1	Not Applicable
<b>23.0</b>	<b>EARNEST MONEY DEPOSIT, SECURITY DEPOSIT &amp; PERFORMANCE BOND</b>
23.1	<p><b><u>EARNEST MONEY DEPOSIT (EMD):</u></b></p> <p>19.1.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.</p> <ul style="list-style-type: none"> <li>i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.</li> <li>ii) The EMD is to be paid only in the following forms: <ul style="list-style-type: none"> <li>a) Cash deposit as permissible under the extant Income Tax Act (before tender opening).</li> <li>b) Electronic Fund Transfer credited in BHEL account (before tender opening).</li> <li>c) Banker's cheque / Pay order / Demand draft, in favors of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).</li> <li>d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL) (along with offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.</li> <li>e) Insurance Surety Bonds.</li> </ul> </li> </ul> <p>In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms described above in clause no. 20.1.1. (ii) (a) to (e) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.</p>
23.2	<p>EMD by the Tenderer will be forfeited as per NIT conditions, if:</p> <ul style="list-style-type: none"> <li>i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.</li> <li>ii) The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.</li> </ul>

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	EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.
23.3	EMD shall not carry any interest.
23.4	EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
23.5	5 Cash portions of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/ FDR shall be retained by BHEL until the receipt of at least 50% of the Security Deposit.
<b>24.0</b>	<b><u>SECURITY DEPOSIT (SD):</u></b>
24.1	Applicable as per GCC.
24.2	<b><u>RETURN OF SECURITY DEPOSIT:</u></b> Security Deposit shall be released to the Bidder upon fulfillment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.
25.0	Performance bond is not applicable for the tender.
<b>26.0</b>	<b><u>LIQUIDATED DAMAGE</u></b>
26.1	If the Bidder fails to deploy the manpower within the mobilization period specified in this Tender, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 5% of the contract value. Here, LD shall be applicable for the delays attributable to Bidder. Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Man-days rate basis, Supplementary/ Additional Items and PVC. <b>However, the maximum LD shall be limited to 5% of Contract Value.</b>
<b>27.0</b>	<b><u>TAXES AND DUTIES</u></b>
27.1	Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including GST, charges, royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder Bidder. However, any increase of GST subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. Benefit of any decrease of taxes including GST, charges, royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract; subsequent to due date of offer submission as per NIT & TCN, by statutory authority shall be passed on to BHEL.
27.2	Successful bidder shall furnish proof of GST registration with GSTN portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.



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27.3	GST along with Cess (as applicable) legally leviable and payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence bidder shall not include GST along with Cess (as applicable) in their quoted rates/price.
27.4	TDS under income tax act shall be deducted as per prevailing IT rules from the bills.
27.5	TDS under GST shall be deducted as per prevailing GST rules from the bills.
27.6	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
27.7	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
27.8	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
27.9	Amount of TCS and assessable value on which TCS has been calculated should be specified clearly in the invoice.
27.10	You shall be required to submit certificate of TCS in Form No. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
27.11	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted along with each invoice: -  “I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.
27.12	In event of failure to comply with the provisions of the act, or proper certificate not issued, or if tax collected but not remitted to the government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
27.13	You shall comply with all statutory amendment/notifications in this respect.
27.14	Bidder shall note that GST tax invoice complying with GST invoice rules (section 31 of GST Act & Rules referred thereunder) wherein the ‘Bill To’ details shall encompass following.  BHEL GSTN – Refer attached GSTN code table of BHEL. NAME - BHARAT HEAVY ELECTRICALS LIMITED ADDRESS - Shall be intimated later. Specific details of BHEL GSTN, name and address as stated above, have been specified elsewhere in the tender.
27.15	Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address and email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
27.16	In case of delay in submission of above-mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to invoicing rules under GST law.

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	The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
27.17	In case of raising any Supplementary Tax Invoice (Debit / Credit note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
27.18	Successful bidder shall comply with the time limit prescribed under the GST law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.
27.19	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non-receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
27.20	Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST act, and the same should be available to BHEL in form GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the government through filing of GSTR-3B of corresponding Month/quarter. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.
27.21	Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with issuing authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, road permit / way bill, if required, shall be arranged by successful bidder and BHEL will not supply any road permit/ way bill for this purpose.
27.22	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
27.23	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
<b>28.0</b>	<b>INSURANCE</b>
29.1	Insurance of manpower deployed by the Bidder, shall be insured by the Bidder itself.
28.2	BHEL shall arrange comprehensive MCE (marine cum erection) Insurance Policy for total project supply & services including balance of plant package covering transit risks & loss, destruction or

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	damage during handling at Site, Storage, civil works, erection, testing and commissioning up to trial operation completion of unit including theft, sabotage, fire, lightning and other natural calamities.
28.3	Bidder shall report to BHEL in writing any damages to equipment/components on receipt, storing, and during withdrawal of the materials from stores, in transit to site and unloading at place of work and during erection and commissioning till trial operation completion including handing over. The above report shall be as prescribed by BHEL site management. Any consequential loss arising out of non-compliance of this stipulation will be borne by bidder.
28.4	The bidder will take necessary precautions/ due care to protect the material at Project site, while in his custody from any damage/ loss till the same is handed over to BHEL/ customer at Project site. For lodging/ processing of insurance claim the bidder will submit necessary documents. BHEL will reserve the right to recover the loss from the bidder as detailed below in case the damage/loss is due to negligence/ carelessness on the part of the bidder. In case of theft of material under bidder's custody, the same shall be reported to police by the bidder immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However, this will not relieve the bidder of his contractual obligation for the materials in his custody.
28.5	In case the damage/loss/theft of materials are attributable to negligence/failure in discharging the duties and obligations of the bidder, the expenses incurred for repair/replacement of such components in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from the bidder.
28.6	If due to negligence and or non-observation of safety and other precautions by the Bidders, any accident/injury occurs to the property / manpower belong to third party, the Bidder shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
<b>29.0</b>	<b>COMPLIANCE</b>
<b>29.1</b>	Successful bidder shall ensure that its employees, servants, consultants and agents abide by all Applicable Law, relating to the performance of the Work and by all rules and regulations of those Governmental Authorities and persons who have control or jurisdiction over the Site (including the timely payment of any and all fees, assessments, or other governmental charges and registrations with relevant agencies or other Governmental Authorities required in connection therewith) and with the terms and conditions of any Authorizations.
<b>29.2</b>	Successful bidder represents that it is fully aware of all of the Applicable Laws, terms and conditions of the Authorizations, consents, business practices and plant rules and regulations which must be complied with when performing the Work.
<b>29.3</b>	Successful bidder shall furnish to the BHEL / Employer, promptly upon request, such information concerning its employees, consultants, servants and agents as BHEL / Employer may be required to furnish to any applicable Governmental Authorities.
<b>30.0</b>	<b>QUANTITY VARIATION</b>
30.1	The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable for variation of the final executed contract value in any side (Plus or Minus). Also, no compensation becomes payable in case the contract gets partially

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	executed/ short closed/ terminated/ work withdrawn under Rights of BHEL as per GCC terms. There shall not be any compensation for any variation of quantities of man
<b>31.0</b>	<b>PERFORMANCE MONITORING</b>
31.1	Performance of the Bidder shall be monitored as per attached Annexure-III. Reports shall be received month wise from site against each individual site-specific work order and the same shall be communicated to Bidder. BHEL reserves the right to terminate the contract in case the performance of the Bidder is not satisfactory ( i.e. Below 60%), without any further reference.
<b>32.0</b>	<b>OTHER TERM</b>
32.1	All other term & conditions of this specification shall be governed by the pertinent provisions of other volumes of this tender, as applicable.

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**ANNEXURE-I**  
**FORMAT FOR FURNISHING CV (HSE)**

**BIDDER:**

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

POSITION: HSEO

**A. PERSONAL DETAILS:**

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

2. **Father'sName:** \_\_\_\_\_

3. **Date of Birth:** \_\_\_\_\_ **Age (Yrs):** \_\_\_\_\_

4. **Permanent Address:**

5. **.Present Address:**

6. **Cell:** \_\_\_\_\_ **Land:** \_\_\_\_\_ **email id:** \_\_\_\_\_

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

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

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

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**C. PG Safety Qualification Details:**

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

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

**E. EXPERIENCE:**

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

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**F: COMPUTER KNOWLEDGE DETAILS:**

**G. ANY OTHER DETAILS RELATED TO QUALIFICATION AND EXPERIENCE:**

**ENDORSED BY AUTHORISED SIGNATORY OF BIDDER:**

**(SIGN OF THE CANDIDATE)**

**SEAL AND DATE:**

**DATE:**

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



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**ANNEXURE-II**  
**FORMAT FOR FURNISHING HEALTH-CHECK UP DETAILS**

**NAME:**

**AGE:**

**SEX:**

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

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

Signature of the examining doctor

Seal with Registration Number

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**ANNEXURE-III**  
**FORMAT FOR PERFORMANCE MONITORING**

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

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

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

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

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	<b>TOTAL (B)</b>		<b>45</b>								
<b>(C)</b>	<b>SITE FINANCE</b>										
3.01	Nos. of days delayed in making payment and providing other welfare measures to the safety officers for the last month	Nos.	10	>12	11-12	9-10	7-8	5-6	<5		
	<b>TOTAL (C)</b>		<b>10</b>								
	<b>TOTAL (A+B+C)</b>		<b>100</b>								



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19	NON-DISCLOSURE CERTIFICATE	Form No: F-06 (Rev 00)
20	BANK ACCOUNT DETAILS FOR E-PAYMENT	Form No: F-07 (Rev 00)
21	REFUND OF SECURITY DEPOSIT	Form No: F-23 (Rev 00)
22	POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT	Form No: F-25 (Rev 00)
24	RTGS DETAILS OF BHEL	

**SECTION – I**  
**GENERAL INSTRUCTION TO TENDERER**

<b>CLAUSE NO</b>	<b>DESCRIPTION</b>
1.1	NOTICE
1.1.1	Sealed tenders complete in all respects shall be submitted, duly superscribing the tender document No. and name of work, to the OFFICER INVITING TENDER within specified date and time.
1.1.2	Bharat Heavy Electricals Ltd., take no responsibility for any delay, loss or non receipt of tender document sent by post and also reserve the right to reject any or all the tenders without assigning any reason thereof. Tenders not accompanied by prescribed earnest money are liable to be summarily rejected.
1.2	PROCEDURE FOR SUBMISSION OF SEALED TENDERS
1.2.1	The tenderer must submit their tenders as required in three parts in separates sealed covers prominently superscribed as Part – I “TECHNO – COMMERCIAL BID”, Part – II “PRICE BID” and Part – III “EMD” and also indicating on each of the covers the tender specification number and due date and time. All the three sealed envelopes shall be enclosed in a third envelop superscribing tender specification No. and due date and time on the top.
1.2.2	No deviation from the tender specifications shall be acceptable to BHEL. For this purpose, the tenderers shall confirm their unqualified acceptance of the terms and conditions in the technical bid, and that the rate quoted are in accordance with the tender specification by giving a written undertaking to that effect as per the enclosed format. This certificate shall be kept outside the techno-commercial bid during submission. TENDERS NOT COMPLYING WITH THE ABOVE MAY BE REJECTED.
1.2.2.1	PART – I (TECHNO – COMMERCIAL BID) – Cover I. All schedules, data sheets & details, reference of EMD (without disclosing amount) and Volume-I & Volume-II (signing on all the pages) shall be enclosed in Part-I, TECHNO–COMMERCIAL BID.
1.2.2.2	PART-II (PRICE BID) – Cover II All indications of price as per rate schedule (Volume III) alongwith Volume III (signing on all the pages) shall be submitted in this Part II, PRICE BID.
1.2.2.3	PART-III (EMD) – Cover III This cover should contain only Earnest Money deposit (EMD) for the specification.
1.2.3	Tenders submitted by post shall be sent ‘REGISTERED POST AC-KNOWLEDGEMENT DUE’ and shall be posted with the due allowance for any postal delay. Tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered unless confirmed in writing by a detailed offer.
1.2.4	Tenders shall be opened by the authorized officers of BHEL at his office at the specified time and date in the presence of such of those, tenderers or their authorized representatives who may be present. Such representatives shall have to bring with them an authorization letter during the opening of price bids.
1.2.5	The tenderers shall closely peruse all the clauses, specification and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omission in the drawing or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc, shall at once contact the authority inviting the tender for clarification before submission of offer.
1.2.6	Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.
1.2.7	Tenderer must fill up all the schedules and annexure and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender specification, comprising of Volume I, Volume II and Volume III must be SIGNED, STAMPED AND SUBMITTED ALONGWITH THE OFFER by the tenderer in token acceptance thereof. The information furnished shall be complete by itself.

1.2.8	The tenderer shall quote the rates in English language and international numerals. The rate shall be in whole rupees. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used.
1.2.9	All entries in the tender shall either be typed or be in ink. Erasing and over writing are not permitted and may render such tender liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
1.3	<b>QUALIFICATION OF TENDERERS</b>
	Only tenderers who have been previously qualified in the work of this nature and description detailed in this tender specification and have other resources and expected to quote for this work.
1.3	<b>DATA AND DOCUMENTS TO BE ENCLOSED</b>
1.3.1	Full information shall be given by the tenderer in respect of following. Non-submission of these information may lead to rejection of the offer.
1.3.2	Attested copies of partnership deed, power of attorney and tender specifications duly signed as mentioned in the tender documents.
1.3.3	In case of an proprietorship firm, full name of proprietor, address, place and nature of business shall be furnished. In case of partnership firm, names of all the partners and their address, copy of partnership deed, instrument of partnership duly certified by the Notary Public shall be enclosed. In case of company, date and place of registration including date of commencement certificate, in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished), nature of business carried on by the company and submissions of the memorandum relating thereof, names and particulars including addresses of all the directors and their previous experiences etc shall be furnished.
1.3.4	Prescribed Earnest Money Deposit.
1.3.5	Previous experience
	A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and value of each work, the site location and the duration and date of completion and also list of site location and particulars and values of various works that are under progress.
1.3.6	Organization chart
1.3.6.1	The organization that is totally available and that will be employed by the tenderer for this work duly indicating the number of supervisors the number of skilled and unskilled persons etc.
1.3.6.2	A list of tools and tackles that the tenderer is having and those will be used on this job including deployment plan.
1.3.6.3	Audited Balance Sheet and Profit & Loss A/c of last three years.
1.3.7	Banker's Certificate
	A latest certificate from Scheduled Bank to prove his financial capacity to undertake the work or solvency certificate from the concerned government authority.
1.3.8	Income Tax / Sales Tax Certificate
1.3.8.1	A valid certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.
1.3.8.2	A written declaration indicating that no deviation from the tender specification has been taken.
1.3.8.3	In addition to above, other particulars, required in various annexure shall be furnished.
1.3.9	<b>EARNEST MONEY DEPOSIT (EMD)</b>
1.3.9.1	<p><i>Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.</i></p> <ul style="list-style-type: none"> <li><i>i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.</i></li> <li><i>ii) The EMD is to be paid only in the following forms:</i> <ul style="list-style-type: none"> <li><i>a) Cash deposit as permissible under the extant Income Tax Act (before tender opening).</i></li> </ul> </li> </ul>

	<p>b) <i>Electronic Fund Transfer credited in BHEL account (before tender opening).</i></p> <p>c) <i>Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).</i></p> <p>d) <i>Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) (along with offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.</i></p> <p>e) <i>Insurance Surety Bonds.</i></p> <p><i>In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms described above in clause no. 1.3.9.1. (ii) (a) to (e) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.</i></p> <p>iii) <i>No other form of EMD remittance shall be acceptable to BHEL.</i></p>
1.3.9.2	<p><i>EMD by the Tenderer will be forfeited as per NIT conditions, if:</i></p> <p>i) <i>After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.</i></p> <p>ii) <i>The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.</i></p> <p><i>EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.</i></p>
1.3.9.3	<i>EMD shall not carry any interest.</i>
1.3.9.4	<i>EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.</i>
1.3.9.5	<i>Cash portion of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/ FDR shall be retained by BHEL until the receipt of at least 50% of the Security Deposit.</i>
1.3.9.6	Tenders received without earnest money in full in the manner prescribed above are liable to be rejected.
1.3.9.7	BHEL reserves the right of forfeiture of earnest money deposit in case the tenderer:
1.3.9.8	After opening of the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
1.3.9.9	Fails to commence the work within the period as specified in the Letter of Intent or communicate the unqualified acceptance of the Letter of Intent within 15 days of date of the Letter of Intent.
1.4	<p><b>AUTHORISATION AND ATTESTATION</b></p> <p>Tenders shall be signed by persons duly authorized / empowered to do so. Certificated copies of such authority and relevant documents shall be submitted alongwith the tenders.</p>
1.5	<p><b>VALIDITY OF OFFER</b></p> <p>The rates in the tender shall be kept valid for acceptance / for minimum period of six months from the date of submission of latest offer. If a tenderer withdraws or revokes his tender or revises the tendered rates and conditions for any items within the aforesaid period, his earnest money is liable to be forfeited. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal, of the original offer which shall be binding on the tenderers.</p>
1.6	<p><b>EXECUTION OF CONTRACT</b></p> <p>The successful tenderer's responsibility under this contract commences from the date of issue of letter of intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment.</p>

	The total expenses towards preparing agreement (no of copies to be specified by BHEL at the time of execution of agreement) shall be borne by the contractor.
1.7	<b>SECURITY DEPOSIT (SD)</b>
1.7.1	<i>Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value.</i>
1.7.2	<p><i>The security Deposit should be furnished before start of the work by the contractor.</i></p> <p><i>Note: In case of small value contracts not exceeding Rs. 20 lakhs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit.</i></p>
1.7.3	<p><i>The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms.</i></p> <ul style="list-style-type: none"> <li><i>i) Cash (as permissible under the extant Income Tax Act).</i></li> <li><i>ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</i></li> <li><i>iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</i></li> <li><i>iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.</i></li> <li><i>v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</i></li> <li><i>vi) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.</i></li> <li><i>vii) Insurance Surety Bonds.</i></li> </ul> <p><i>In case of delay in submission of Security Deposit, enhanced Security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.</i></p> <p><b>Note:</b> <i>BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</i></p>
1.7.3.1	<i>The Security Deposit shall not carry any interest.</i>
1.7.3.2	<p><i>In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:</i></p> <ul style="list-style-type: none"> <li><i>i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.</i></li> <li><i>ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.</i></li> <li><i>iii) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.</i></li> </ul>
1.7.3.3	<i>The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + Guarantee Period + 3 months, and the same shall be kept valid by proper renewal by the contractor till the acceptance of Final Bills of the Contractor by BHEL.</i>

1.7.3.4	<i>BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.</i>
1.7.4	<i>Return of Security Deposit</i>
1.7.4.1	Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL upon fulfilment of contractual obligations as per terms of the contract.
1.7.5	No interest shall be payable by BHEL on earnest money / security deposit or any money due to the contractor by BHEL.
1.8	<b>REJECTION OF TENDER AND OTHER CONDITIONS</b>
1.8.1	The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
1.8.1.1	To reject any or all of the tender.
1.8.1.2	To split up the work amongst two or more tenderers.
1.8.1.3	To award the work in part.
1.8.1.4	Either of the contingencies stated in 1.8.1.2 and 1.8.1.3 to modify the time for completion suitably.
1.8.2	Conditions and unwitnesses tenderers, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification etc., are liable to be rejected.
1.8.3	If a tenderer expires after his submission of the tenders or after the acceptance of his tender BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
1.8.4	BHEL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
1.8.5	If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit Earnest Money / Security Deposit.
1.8.6	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.
1.8.7	Should a tenderer of contractor or in the case of a firm or Company one or more its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact alongwith the Officer, failing this, BHEL may, at it sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
1.8.8	The successful tenderer should not subcontract the part or complete work detailed in this tender specification / undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
1.8.9	No deviation from the tender specifications shall be acceptable to BHEL. Tenderers shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate envelope alongwith the techno-commercial bid superscribed the word "undertaking for NO DEVIATION".

**SECTION – II**  
**GENERAL TERMS AND CONDITIONS OF CONTRACT**

<b>CLAUSE NO</b>	<b>DESCRIPTION</b>
2.1	DEFINITION The following terms and expression shall have the meaning hereby assigned to them excepting where the context otherwise requires :-
2.1.1	'BHEL' shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, with its Registered office at 'BHEL HOUSE', SIRI FORT, NEW DELHI – 110 049. Power Sector, Eastern Region, Kolkata – 700 001 or its administrative officers or its site engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
2.1.2	EXECUTIVE DIRECTOR / GENERAL MANAGER shall mean the officer in administrative charge of BHEL, Power Sector, Eastern Region or their other regional offices.
2.1.3	'ENGINEER' OR 'ENGINEER IN CHARGE' shall mean engineer deputed by BHEL. The term includes 'SITE ENGINEER' 'RESIDENT ENGINEER' and 'ASSISTANT SITE ENGINEER' of BHEL at the site as well as the officers in charge at Kolkata Office.
2.1.4	'SITE' shall mean the place or places at which the plants / equipment are to be erected and services are to be performed as per the specification of this contract.
2.1.5	'CLIENTS OF BHEL' or 'CUSTOMER' shall mean the Project authorities to whom BHEL is supplying the equipment.
2.1.6	'CONTRACTOR' shall mean the individual firm or company who enters into this contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
2.1.7	'CONTRACTOR' or 'CONTRACT DOCUMENT' shall mean and includes the agreement of work order, the accepted appendices or rates, schedule or quantities, if any and general conditions of contract, the special conditions of contract, instructions to the tenders, the drawing, the specification, the special specifications if any, the tender documents and the letter of intent / accepting letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or supporting letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in this agreement.
2.1.8	'GENERAL CONDITION OF CONTRACT' shall mean the instruction to Tenderers and general conditions of contract pertaining to the work detailed.
2.1.9	'TENDER SPECIFICATION' shall mean the specific condition, technical specifications, appendices, site information and drawings pertaining to the work in which the tenderers are required to submit their offers. Also, this will include the specifications covered under specifications detailed in NIT of client of BHEL for erection, testing and commissioning of plant. Individual specification No. will be assigned to each tender specification.
2.1.10	'TENDER DOCUMENTS' shall mean the general condition of contract and tender specification.
2.1.11	'LETTER/TELEX OF INTENT (LOI/TOI)' shall mean the intimation to the tenderer that the tender has been accepted in accordance with provision contained in it. The responsibility of the contractor commences from the date of issue of this letter and all the terms and condition of contract are applicable from this date.
2.1.12	'COMPLETION TIME' shall mean the period by date specified in the acceptance of the tender for handing over of the erected equipment/plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.
2.1.13	'PLANT' shall mean the connote the entire assembly of the plant and equipment covered by the contract.
2.1.14	'EQUIPMENT' shall mean all equipment, machinery, materials, structurals, electricals and other components of the plant covered by the contract.
2.1.15	'TESTS' shall mean and includes such test to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor's work or part thereof.
2.1.16	'APPROVED', 'DIRECTED' or 'INSTRUCTED' shall mean approved, directed or instructed by BHEL.
2.1.17	'WORK or CONTRACT WORK' shall mean and include supply of all categories of labour,

	specified consumable, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL.
2.1.18	'SINGULAR AND PLURAL ETC' works carrying singular number shall also include plural and vice-versa where the context so require. Words importing the masculine gender shall be taken to include any company or association or body of individuals whether incorporated or not.
2.1.19	'HEADINGS'. The headings in these general conditions are solely for the purposes of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
2.1.20	'MONTH' shall mean Calendar month.
2.1.21	'WRITTING' shall include any manuscript type written or printed statement under the signature or seal as the case may be.
2.2	<b>LAW GOVERNING THE CONTRACT AND COURT JURISDICTION.</b> The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court, having ordinary original civil jurisdiction, Kolkata shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.
2.3	<b>ISSUE OF NOTICE</b> The contractor shall furnish to the BHEL Engineer name, designation and address of his authorized agent and all complaints, notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to address either of the contractor or of his representative and shall be deemed to have been so given in case of posting on the day on which they would have reached such address in ordinary course of post or on which they were so delivered of /or left.
2.4	<b>USE OF LAND</b> No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the contractor without the written permission of BHEL.
2.5	<b>COMMENCEMENT OF WORK</b>
2.5.1	The contractor shall commence the works within the time indicated in the letter / talex of intent from BHEL and shall proceed with same with due expedition without delay.
2.5.2	If the successful tenderer fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His earnest money and / or Security Deposit with BHEL will stand forfeited without any further reference to him, without prejudice to any and all of BHEL's rights and remedies in this regard.
2.5.3	All the works shall be carried out under the direction and satisfaction of BHEL.
2.5.4	The erected / constructed plant or work performed under the contract shall be taken over when it has been completed in all respects and / or satisfactorily put into operation at site.
2.6	<b>MODE OF PAYMENT &amp; MEASUREMENT OF THE WORK COMPLETE</b> All payments due to the contractor shall be paid by 'Account Payee Cheques'.
2.6.1	For progress running bill payment: The contractor shall present detailed measurement sheets, in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities / weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be entered in measurement book and signed by both the parties.
2.6.2	These measurement sheets will be checked by BHEL engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in measurement book and signed by both in the parties.
2.6.3	Based on the above quantity, contractor shall prepare the bills in prescribed proforma and work out the financial value. These will be entered in M. Book and signed by both the parties and paid for duly effecting recoveries due.
2.6.4	All recoveries due from the contractor for the month/period shall be effected in full from this corresponding running bills unless specific approval from the competent authorities is obtained otherwise.
2.6.5	Measurement shall be restricted to that for which it is required to ascertain the financial



	liability of BHEL under this contract.
2.6.6	The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.
2.6.8	If, at any time due to any reason whatsoever, it becomes necessary to measure the work done in full, or in part, the expenses towards such re-measurements shall be borne by the contractor.
2.6.9	Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.
2.6.10	Final measure bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "NO DUE" and no demand certificate. All the tools and tackles loaned to him would be returned by the contractor in satisfactory condition to BHEL. Quantities / weights erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill only guarantee obligation percentage shall remain unpaid which shall be released in accordance with terms of specification. The final bill quantities and financial value shall also be entered in measurement book and signed by both the parties to the contract.
2.7	RIGHTS OF BHEL
2.7.1	BHEL reserve the following rights in respect of this contract without entitling the subcontractor for any compensation.
2.7.2	To get the work done through other agency at the risk and cost of the contractor, in the event of Contractor's poor progress or inability to progress the work for completion as stipulated in the contract, poor quality of the work etc and to recover compensation for such losses from contractor including BHEL's supervision charges and overheads from security deposit/other dues.
2.7.3	To withdraw any portion of work and /or to restrict alter the quantum of works as indicated in the contractors during the progress of erection and get it done through other agency and/or by departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance in date of completion due to other emergency reason/BHEL's obligation to its customer.
2.7.4	To terminate the contract after due notice and forefeet security deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/penalty in the events of followings:
2.7.5	Contractor's continued poor progress brought to his notice from time to time.
2.7.6	Withdrawal form or abandonment of the work before completion of the work.
2.7.7	Corrupt act of contractor.
2.7.8	Insolvency of the contractor.
2.7.9	Persistent disregard to the instructions in writing of BHEL.
2.7.10	Assignment, transfer, sub-letting of the contract without BHEL's written permission.
2.7.11	Non-fulfillment of any contractual obligations.
2.7.11.1	Any delay in completion of works / or non – achievement of periodical targets due to reasons attributable to the contractor, the same will have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and /or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
2.7.11.2	To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.
2.7.11.3	To Claim compensation for losses sustained including BHEL's supervision charges and overheads in completion on termination of contract and/or to impose penalty for delay in completion of the work, at the rate of ½ % (half percent) of the contract value per week of delay or part thereof subject to a ceiling of 10% (ten percent) of the contract value.
2.7.11.4	To terminate the Contract or to restrict the quantum of the work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.
2.7.11.5	To effect recovery from any amounts due to the contractor under this or any other contract etc., in any other form, the money BHEL is forced to pay to anybody, due to contractor's failure to fulfil any of his obligations.
2.7.11.6	While every endeavour will be made by BHEL, they cannot guarantee uninterrupted work due

	to conditions beyond their control. Contractor will not be entitled for any compensation / extra payment in this account.
2.7.11.7	In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.
2.8	RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS OF EMPLOYMENT OF WORKERS ETC.
2.8.1	The following are the responsibilities of the contractor in respect of observation of local laws, employment of personnel, payment of taxes etc.
2.8.2	As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
2.8.3	The contractor at all times during the continuance of this contract, shall in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religions and other customs.
2.8.4	The contractor shall comply with all state and central laws, statutory rules, regulations etc. such as:
2.8.5	<p>The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus &amp; Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, The Building and Other Construction Workers' Welfare Cess Act, 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.</p> <p>The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V) issued by the Principal Employer/Customer.</p> <p>The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.</p>
2.8.6	The contractor's quoted price shall be inclusive of all taxes, fees, licence charges, deposits, duties, royalty commission or other charges towards this contract applicable at the time of submission of latest offer. However, in case Sales Tax on Works Contract, Turn Over Tax and Excise Duty are levied subsequently, the same will be considered for reimbursement by BHEL on production of documentary evidence (assessment order) towards same. The contractor have to obtain clearance / acceptance in writing from BHEL before making such payment.
2.8.7	While BHEL could pay the inspection fees, of the Boiler Inspectorate, all other arrangements for the visits periodically by Boiler Inspector to site, inspection certificates etc. will have to be made by the contractor.
2.8.8	The contractor shall be responsible for provision of health and sanitary arrangements more particularly described in Contract Labour (Regulation & Abolition Act), safety precautions etc as may be required for safe and satisfactory execution of the contract.
2.8.9	The contractor shall fulfil all his obligations in respect of accommodation including proper medical facilities for the personnel employed by him.
2.8.10	The contractor shall be responsible for proper behaviour at site and observance of all regulations by the staff employed by him.
2.8.11	The contractor shall ensure that no damage is caused to any personnel property of other parties working at site. If any, such damage is caused, it is the responsibility of the contractor to make good the losses or compensate for the same.
2.8.12	All the properties / equipment / components of BHEL / their client loaned with or without deposit to the contractor in connection with the contract shall remain the properties of

	BHEL/their client. The contractor shall use such properties for the purpose of execution of this contract. All such properties /equipment/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL /their client. In case of non-return, loss, damage repairs etc. the cost thereof, as may be fixed by the site engineers, will be recovered from the contractor.
2.8.13	It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL, however, depending upon the availability, BHEL's customer's handling equipment and other plants may be made available to the contractor on payment of the Hire charge as fixed, subject to the conditions laid down by BHEL /customer from time to time. Unless paid in advance such hire charges, if applicable shall be recovered from contractor's bill / security deposit in ONE instalment.
2.8.14	The contractor shall not claim any compensation of the scope of work, due to change in design which curtails the quantum.
2.8.15	The contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection / construction / performing work under the contract.
2.8.16	In case the contractor is required to undertake any work outside the scope of this contract the rates payable shall be those mutually agreed upon.
2.8.17	The contractor shall keep the area of works clean and shall remove debris etc while executing day – to – day work. Upon completion of work the contractor shall remove from the vicinity of work all scrap, packing materials, rubbish unused and other materials and deposit them in place to be specified by the BHEL Engineer. The contractor will also demolish all the hutments, sheds, offices, constructed and used by him and shall clean the debris. In the case of his failure to do so, the same will be arranged to be removed by the BHEL Engineer. The expenses therefore, will be recovered from contractor.
2.8.18	The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
2.8.19	All safety rules and codes applied by the client / BHEL at site shall be observed by the contractor without exemption. The contractor shall be responsible for the safety of the equipment material and work to be performed by him and shall maintain all light, fencing, guards, signs etc., or other protection necessary for the purpose. Contractor shall also take such additional precaution as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract.
2.8.20	The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite tests of handling equipment, lifting tools, tackles etc as per prescribed standards and practices.
2.8.21	The contractor will be directly responsible for payment of wages to his workman. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representatives should be furnished to BHEL site office for record purpose.
2.8.22	The intent of specification is to provide services according to most modern and proven techniques and codes. The omission of specific preference to any method, equipment of materials necessary for the proper and efficient performance of work shall not relieve the contractor of responsibility of providing much facilities to complete the work.
2.8.23	In case of any class of the work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the engineer.
2.8.24	No levy or payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
2.8.25	The detailed drawings, specifications, instruction manual, if any, available with the BHEL Engineer will form part of tender specification. These documents will be made available for reference only to the contractor during execution of work.
2.8.26	Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on contractor.

2.8.27	No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause at any time.
2.8.28	It is possible that some minor repair / rectification / modification may be needed on the equipment to be erected / constructed / work to be performed under this specification, for reasons not attributable to the contractor. All such repair / rectification / modification work which can be done with the available facilities at site shall be carried out by the contractor free of cost and no extra charges shall be paid to the contractor, unless stated otherwise elsewhere.
2.8.29	The quality and progress of work will be regularly reviewed. The schedule and programme of work will be given to the contractor in advance and it will be the obligation of the contractor to achieve the desired quality and progress of work by suitably reinforcing their labour force and/or by working extra hours or in more than one shift without any extra cost. Workman found unsuitable for the work will be replaced immediately by the contractor on being informed by BHEL.
2.8.30	During the erection / construction/performing work under the contract, it is very essential that proper and adequate inspection should be made constantly to maintain the quality of workmanship so that any deviation from design dimension does not exceed permissible limits. The proper function of the unit, while in operation, depends to a great extent on the above factors. The fact that effective supervision and inspection at the execution stage is less costly than any down time of running unit even for short period need not be over emphasized. For the details regarding alignment and permissible dimensional deviations in the subassemblies, engineer may be consulted.
2.8.31	The contractor shall furnish daily labour report showing by classification of number of employees engaged in the various categories of work date wise and a progress report of work as required by BHEL Engineer.
2.8.32	The contractor shall execute the work in the most substantial and workmen like manner in stipulated time. Accuracy of work and timely execution are the essence of this contract. The contractor shall be responsible to ensure that the assembly and workmanship confirm to the dimensions and clearances given in the drawings and/or as per instructions of BHEL Engineer.
2.8.33	The contractor shall take all reasonable care to protect the materials and work till such time the plant /equipment has been taken over by BHEL /their client. Where necessary, suitable temporary fencing and lighting shall have to be provided by contractor as a safety measure against accident and damage of property of BHEL. Suitable caution notices shall be displayed where access to any part may be deemed to be unsafe and hazardous.
2.8.34	It will be the responsibility of the contractor to ensure safe lifting of the equipment taking due precautions to avoid any accidents and damage to other equipments and personnel.
2.9	CONSEQUENCES OF CANCELLATION
2.9.1	Whenever BHEL exercises its authority to terminate the contract / withdraw a portion of work under the clause 2.7 they may complete the work by any means at the contractor's risk and expenses provided that in the event of the cost of completion (as certified by the site engineer which is final and conclusive) being less than the contract cost the advantage shall accrue to BHEL and that if the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered in addition to the forfeiture of security deposit and recovery of liquidated damage as per relevant clauses.
2.9.2	In case BHEL completes the work under the provisions of this condition, cost of such completion to be taken into account in determining excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour, provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.
2.10	INSURANCE
2.10.1	BHEL/ their customer shall arrange for insurance the materials / properties of BHEL /customer covering the risks during transit storage, erection and commissioning.
2.10.2	It is the sole responsibility of the contractor to issue the workmen against accident and injury while at work as required by relevant rules and to pay compensation, if any, to workmen as per workmen's compensation act. Contractor shall insure his staff against accidents. The

	work will be carried out in a protected area and all the rules and regulation of the client/BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
2.10.3	If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to other person/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities.
2.10.4	If due to contractors carelessness, negligence or non-observance of safety precaution damage to BHEL's / customer's property and personnel should occur, and if BHEL is unable to recover, in full cost from the Insurance Company, the balance will be recovered from the contractor. The damage is to be reported within 48 hours, of occurrence alongwith engineer's report. In the event of loss /theft of BHEL's customer's property while in the custody of the contractor, it will be the responsibility of the contractor to lodge an FIR with local police authorities and furnish the details of FIR and engineer's investigation report about loss / theft within 48 hours of occurrence. This is for the purpose of lodging insurance claim. If BHEL is unable to recover full cost from Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor.
2.11	<b>STRIKE AND LOCKOUTS</b> The contractor will be fully responsible for all the disputes and others issues connected with his labour. In the event of the contractor's labour resorting to strike or the lock-out declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed employing its own labour or through any other agencies or both and the cost so incurred by BHEL shall be deducted from the contractor's bills as per clauses 2.7. For all purposes whatsoever the employee of the contractor shall not be deemed to be in the employment of BHEL.
2.12	<b>FORCE MAJEURE</b>
2.12.1	The following shall amount to force majeure:
2.12.2	Acts of God, acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar cause over which the contractor has no control.
2.12.3	If the contractor suffers delay in the due execution of the contractual obligation due to delays caused for force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contract shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the causes of delay and contractor shall not be eligible for any compensation.
2.13	<b>GUARANTEE</b> Even though the work will be carried under supervision of BHEL engineers, contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of 12 months from the date of start of guarantee period, as certified by the engineer for good workmanship and shall rectify free of cost all defects due to faulty erection. In case contractor fail to repair the defective works within the time specified by the engineer. BHEL may proceed to undertake the repairs of such defective works at contractor's risk & cost without prejudices to any other rights and recover the same SD/other dues.
2.14	<b>ARBITRATION &amp; CONCILIATION</b>
2.14.1	<b>ARBITRATION:</b>
2.14.1.1	Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The

	<p>language of arbitration shall be English.</p> <p>The Arbitrator shall pass a reasoned award.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 2.21.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.</p>
2.14.1.2	<p>In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.</p>
2.14.1.3	<p>The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.</p>
2.14.1.4	<p>Notwithstanding the existence of 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 unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.</p>
2.14.2	<p><b>CONCILIATION:</b></p> <p>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, effect, interpretation or breach of the agreement, 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 of BHEL from the BHEL Panel of Conciliators.</p> <p>Notes:</p> <ol style="list-style-type: none"> <li>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</li> <li>2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</li> </ol> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC. The Procedure 2.3 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.</p> <p>The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 with effect from the date as intimated by BHEL to it.</p>
2.14.3	<p><b>No Interest payable to Contractor</b></p>

	Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.
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**SECTION – III**  
**COMMON CONDITIONS OF CONTRACT**

3.1	DRAWING AND DOCUMENTS
3.1.1	The detailed drawings, specification available with BHEL. Engineers will form part of this tender specifications. Those documents will be made available to the contractor during execution of work at site.
3.1.2	One set of necessary drawings to carry out the execution work will be furnished to the contractor by BHEL on loan which shall be returned to BHEL Engineer at site after completion of work. Contractor's personnel shall take care of these documents given to them.
3.1.3	The data furnished in various appendices and the drawings enclosed with this tender specification describes the equipment to be installed, tested and commissioned under this specification briefly. However, the changes in design and in quantity may be expected to occur as is usual in any such large scales of work.
3.1.4	Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of BHEL before submission of the price bids. BHEL's interpretation in such cases shall be final and binding on the contractor if pointed out at a later date.
3.1.5	Deviation from design dimension should not exceed permissible limit. The contractor shall not correct or alter any dimension /details without specific approval of BHEL.
3.2	SAFETY AND CLEANLINESS
3.2.1	The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property. Before commencing the work, the contractor shall submit a 'SAFETY PLAN" to the authorized BHEL officials. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work.
3.2.2	If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
3.2.3	During the course of construction, alternations or repairs, scrap lumber with protruding nail, sharp edge etc and all other debris shall be kept cleaned from working areas, passage, ways and stairs in and around site.
3.2.4	Combustible scrap and debris shall be removed at regular intervals during the course of execution. Safe means shall be provided to facilitate such removal. The combustible scrap should be stored in safe place away from the plant materials to avoid fire accidents. The area shall be chosen in consultation with BHEL Engineer and to be cordoned off.
3.2.5	Rigging equipment for material handling shall be inspected prior to use in each shift and as necessary during its use to ensure that it is safe. Defective rigging equipment shall be removed from service.
3.2.6	Rigging equipment shall not be loaded in excess of its recommended safe working load.
3.2.7	Rigging equipment, when not in use, shall be removed from the original work area so as not to present a hazard to employees.
3.2.8	Contractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the condition under which such equipment or container may be handled and used during the performance of the works and the contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction tool and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition shall be entertained.
3.2.9	Where it is necessary to provide and/or store petroleum products or petroleum mixture and explosives, of the contractor shall be responsible for carrying out such provision / storage in accordance with the rules and regulations laid down in the relevant Petroleum Act, Explosive Act and Petroleum and Carbide Calcium Manual, published by the Chief Inspector of Explosives of India. All such storage shall have prior approval if necessary from the Chief Inspector of Explosives or any other statutory authorities. The contractor shall be responsible for obtaining the same.



3.2.10	Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently.
3.2.11	When cylinders are transported by powered vehicle they shall be secured in a vertical position.
3.2.11.1	Safety Helmets conforming to IS-2965: 1984.
3.2.11.2	Safety Belts conforming to IS-3521: 1980.
3.2.11.3	Safety Shoes conforming to IS-1989: 1978.
3.2.11.4	Eye and Face protection devices conforming to IS-8520: 1977 & IS-8960: 1978.
3.2.11.5	Hand and Body protection devices conforming to IS-2573: 1975, IS-6994: 1973, IS-8867: 1978 and IS-8519: 1977.
3.2.13	The contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL Engineer on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person at construction sites due to lapses by the contractor, the victim and/or his/her dependants shall be compensated by the contractor as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependants before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the contractor for presenting his case. Above safety conditions are not exhaustive but gives an idea for the contractor and the contractor shall adhere to all the safety precaution given by the BHEL Engineer at site.
3.2.14	The contractor shall arrange at his cost suitable lighting arrangements for various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area.
3.2.15	The contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by the BHEL Engineer from time to time. He shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men equipment and material.
3.2.16	The contractor shall provide temporary fencing wherever required as safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.
3.2.17	Contractor shall ensure safety of all the workmen, material and equipment, either belonging to him or to others working at site.
3.2.18	It will be the responsibility of the contractor to ensure safe lifting of the equipment, taking due precautions to avoid any accident and damage to other equipment and personnel. The T&P and other equipment shall be rested and certificate of fitness obtained before putting them to use.
3.2.19	The contractor shall provide necessary First –Aid facilities for all his employees, representatives and workmen at site. The First –Aid boxes should be placed in various elevations to as to make them available within the reach and at the quickest possible time. The contractor should conduct periodical first aid classes to keep his supervisors and Engineers properly trained for attending to any emergency.
3.2.20	All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire protection duties. Enough number of such trained personnel must be available during the tenure of contract. Contractor should nominate one of his supervisors to co-ordinate and for implementation of the safety measure.
3.2.21	Contractor shall provide enough fire protecting equipment of the types and numbers at his office, temporary structures, labour colony etc. Such fire protection equipment shall be easy and kept open at all times. The fire extinguishers shall be properly refilled and kept ready which should be dried at periodic intervals. The date of charging should be marked on the cylinders. All other fire safety measures as laid down in the "CODES FOR FIRE SAFETY AT CONSTRUCTION SITE" issued by safety department of BHEL shall be followed. Non-compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring, either to his materials or equipment or those of others.

3.2.22	The contractor shall at his cost, remove from vicinity of work all scrap packing materials, rubbish, unused and other materials and deposit them in places specified by BHEL Engineer to keep the work with clean and tidy.
3.2.23	The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts in confined spaces like inside water boxes, turbines casings, condensers etc.
3.2.24	All portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. Only electricians licenced by appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works.
3.2.25	In case of any delay in the completion of a job due to mishaps attributable to lapses by the sub-contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably.
3.2.26	Valve protection caps shall be in place and secured.
3.2.27	The contractor shall be responsible for the safe storage of his radio-active sources as per BARC rules and regulations.
3.2.28	Tarpaulin being inflammable should not be used. Only non-inflammable covering material shall be used as protective cover while pre-heating, welding, stress relieving at site.
3.2.29	If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instruction regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.
3.2.60	If the contractor succeeds in carrying out its job in time without any fatal or disabling injury accident and without any damage to property, BHEL shall favourably consider to reward the contractor suitably for his performance.
3.2.31	The contractor shall carefully follow the safety requirement as per BHEL/their customer's requirement with regard to voltages used for heat treatment job lighting in critical areas.
3.2.32	Contractor shall use only properly insulated and armoured cables which conform to the requirements of Indian Electricity Act and Rules for all wiring for all electrical applications at site. BHEL reserves the right to replace any unsafe electrical installations, wiring, cabling etc at the cost of the contractor.
3.2.33	The contractor shall arrange adequate No. of persons specifically for clearing any debris and for house keeping of the erection area including restacking of components in the erection areas.
3.2.34	In case of any damage to property due to lapses by the contractor BHEL shall have the right to recover the cost of such damages from the contractor after holding an appropriate enquiry.
3.2.35	The contractor shall submit report of all accidents, fires and property damage, dangerous occurrences to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by the contractor to the authorized BHEL official from time to time as prescribed.
3.2.36	Before commencing the work, the contractor shall appoint/nominate a responsible person to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
3.3	<b>PROGRESS OF WORK</b>
3.3.1	During the course of execution, if the progress is found unsatisfactory, or if the target dates fixed from time to time for every milestone are to be advanced, or in the opinion of BHEL, if it is found that the skilled workmen like fitters, operators, technicians employed are not sufficient, BHEL will induct required additional workmen to improve the progress and recover all charges incurred on this account including all expenses together with BHEL overheads from contractor's bills.

3.3.2	<p>The contractor shall submit daily, weekly and monthly progress reports, manpower reports, materials reports, consumable reports and other reports considered necessary by the engineer.</p> <p>The manpower report shall clearly indicated the manpower deployed category wise daily, specifying also activities in which they are engaged. The periodicity of the reports will be decided by BHEL Engineer at site.</p>
3.3.3	The progress reports shall indicate the progress achieved against planned with reasons indicating delays if any, and shall also furnish in detail the reasons for the same and shall give remedial action which the contractor intends to take to make good the slippage or lost time, so that further works can proceed as per the original programme and the slippage do not accumulate and affect the overall programme, in a format designed and approved by BHEL site Engineer.
3.3.4	The contractor shall arrange for weekly progress review meeting with the Engineer at site during which actual progress during the vis-a-vis schedule programme shall be discussed for action to be taken for achieving targets. The programme for subsequent week shall also be presented by the contractor for discussions. The contractor shall constantly update/revise his work programme to meet the overall requirement and suit the material availability.
3.3.5	The contractor shall arrange for submitting 3 sets of coloured progress photographs along with negatives every month to BHEL office. The areas to be photographed will be as per the instructions of BHEL Engineer. The quoted rate shall include this contingency. (Maximum ten different snaps per month). The photographs & negatives will become property of BHEL.
3.3.6	The contractor shall maintain a record in the form as prescribed by BHEL for all operations carried out on each weld and maintain a record indicating the number of welds, the names of welders who welded the same, date and time of start and completion, preheat, temperature, radiographic results, rejections if any, percentage of rejection, etc., and submit copies of the same to the BHEL Engineer as required.
3.4	<b>INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL/ STATUTORY INSPECTION</b>
3.4.1	All equipment piping and accessories covered under this specification shall be subject to stage wise inspection by BHEL/customer engineer.
3.4.2	The contractor has to follow BHEL FQA checklist for erection and welding of various equipment and piping schemes at site.
3.4.3	The protocols between contractor and customer /BHEL shall be made prior to installation for correctness of foundation, material inspection at each stage of installation as per requirement of BHEL/ customer.
3.4.4	Preparation of quality assurance log sheets and protocols with customer's engineers, welding logs and other quality control and quality assurance documentation as per BHEL engineer's instruction is within the scope of the contractor
3.4.5	<p>A daily log book shall be maintained by ever supervisor / engineers or contractor on the job in duplicate (one for BHEL one for contractor) for detailing and incorporating alignment / clearance / levelling readings and inspection details of various equipment. All important measurements shall be recorded in the daily log book with sketches based on drawings indicating readings / measurements actually taken and signed by BHEL /customer's / contractor's representative.</p> <p>Approval given by BHEL for welding, results of various tests shall also be recorded. High pressure welding details like serial number, welder's name, date of welding, details of repair etc, likewise radiography details and heat treatment details shall be recorded.</p>
3.4.6	All the electrical / mechanical and testing instruments, feeler gauge, height gauge, dial gauge, micrometers, spirit levels, surface plates, straight edges, vernier calipers and all other instruments as per the instructions of BHEL Engineer shall be provided by the contractor for checking, levelling, align to centering etc of the erected equipments at various stages.
3.4.7	The contractor shall ensure deployment of valuable and calibrated INSTRUMENT, MEASURING and TEST EQUIPMENTS (IMTE). The IMTEs shall have test / calibration certificates from authorized / Govt. approved/accredited agencies traceable to national / international standards. Retesting / recalibration shall also be arranged by the contractor at their own cost at regular intervals during the period of use as advised by BHEL. The

	contractor shall also have alternate arrangement of such IMTEs so that work does not suffer when the particular IMTE is sent for calibration. Also if any IMTE found not fit for use, BHEL shall have the right to stop use of such IMTE and instruct the contractor to deploy proper IMTE and recall, i.e. repeat the reading taken by that instrument failing which BHEL may deploy IMTEs and retake the readings at the contractor's cost.
3.4.8	Apart from day to day inspection by BHEL Engineers, stage inspection of equipment under erection and commissioning at various stages by engineers from manufacturing plants and Field Quality Assurance team will be conducted. Contractor shall arrange labours, tools and plants for such inspection free of cost.
3.4.9	Statutory Inspection
3.4.9.1	However, piping system which are under the purview of IBR shall be tested as per the requirement of the IBR. The piping system has to be tested as per the instructions given in the respective drawings, BHEL's decision is final in this regard.
3.4.9.2	The scope includes getting the approval from statutory authorities (like boiler inspector). This includes arranging for inspection visits of Boiler Inspector periodically as per BHEL Engineer's instructions, submitting documents, radiography etc. and following up the matter with them. All fees and expenditure connected with the contractor for testing his welders and testing, calibration of his instruments and equipment arrangement of Boiler Inspector's visit will be paid by the contractor.
3.4.9.3	It will be contractor's responsibility to obtain approval of statutory authorities, wherever applicable for conducting any work which comes under the purview of these authorities.
3.4.9.4	However, BHEL will pay fees for Boiler Inspector's visits in connection with hydraulic test, light inspection fees, registration fees etc. In case these inspections have to be repeated due to the default /fault of contractor and the fees have to be paid again, the contractor shall have to bear the charges.
3.5	TOOLS & PLANTS
3.5.1	All TP's including precision measuring instruments, lifting devices shall have to be arranged by the subcontractor unless otherwise specifically mentioned.
3.5.2	In the event of BHEL issue TP's, measuring instruments etc. the subcontractor and BHEL shall maintain joint protocol as per enclosed annexure about the condition of all T&P, instruments etc taken from BHEL's custody and return to BHEL after use. The subcontractor shall not use these equipments for purposes other than the scope of work given in this tender documents.
3.5.3	It is the responsibility of subcontractor to keep these equipments always in working condition and ensure their safe return in working condition to BHEL's store subject to normal wear & tear. Non-compliance to this may entail BHEL to get the necessary repair done at the risk and cost of the subcontractor.
3.5.4	All the T&P, measuring instruments etc must be mobilized at site in advance prior to actual start of the job. They must be in accordance with those recommended in the tender document, if any, and must be got verified to that effect. Formal clearance in writing must be obtained from BHEL's resident Manager / Engineer before the subcontractor starts the job.
3.5.5	All T&P, lifting tackles and pulling devices to be used must bear valid/latest test certificates for their suitability, and the same to be furnished alongwith the offer or during execution.
3.5.6	Also certificates of test / calibration with date of validity for various measuring instruments have to be submitted by the tenderer alongwith the offer or during execution.
3.5.7	T&P/ Instrument found defective /improper /insufficient or not having valid test / calibration certificate should be made good immediately.
3.5.8	In the event of failure of subcontractor to bring necessary and sufficient T&P, BHEL will arrange /hire the same at the risk and cost of the subcontractor including transportation of the same from the source place. The entire charge for hire as above and overhead charges as applicable shall be paid by the subcontractor or deducted from the subcontractor's bills.
3.5.9	BHEL may at his discretion also terminate this contract / or take out any or whole part of the contract from the scope of the subcontractor. Decision of BHEL in this regard will be final and binding on the subcontractor.
3.6	CONSUMABLE
3.6.1	All consumables, like gas, electrodes, chemicals, lubricants etc required for the job shall be arranged by the subcontractor at his cost unless otherwise specifically mentioned. However,

	any spares / components / consumables / materials, excepting welding materials, going permanently into the clients equipment and materials as specifically mentioned in special condition of contract, VOL –II or elsewhere in the NIT shall be provided to the subcontractor.
3.6.2	All consumables to be used for the job shall have to be approved by BHEL prior to use.
3.6.3	In the event of failure of subcontractor to bring necessary and sufficient consumables, BHEL shall arrange for the same at the risk and cost of the subcontractor. The entire cost towards this alongwith overhead shall be paid by the subcontractor or deducted from the subcontractor's bills.
3.6.4	BHEL may at his discretion terminate this contract / or take out any or whole part of the contract from the scope of the subcontractor. Decision of BHEL in this regard will be final and binding on the subcontractor.
3.7	MANPOWER
3.7.1	The subcontractor shall deploy all types of workmen like high pressure welder, fitter, mill right fitter, electrician, carpenter, rigger, serang, khalasi helper, painter etc as recommended in the tender or as required for proper completion of the job. Only trained and competent workmen with previous experience of similar job shall be deployed. They shall hold valid certificates as necessary for the job.
3.7.2	The subcontractor shall submit tentative deployment plan of manpower matching with the job completion schedule.
3.7.3	The subcontractor shall ensure proper out-turn and discipline on the part of workmen put on the job. The workmen shall carry out the job in safe and proper manner and in co-ordination with the workmen of BHEL of other agencies.
3.7.4	In the event of failure of subcontractor to bring necessary and sufficient manpower, BHEL shall arrange for the same at the risk and cost of the subcontractor. The entire cost towards this shall be paid by the subcontractor or deducted from the subcontractor's bills.
3.7.5	BHEL may at his discretion terminate this contract /or take out any or whole part of the contract from the scope of the subcontractor. Decision of BHEL in this regard will be final and binding on the subcontractor.
3.8	PLANNING
3.8.1	Contractor shall draw the monthly programme of activities alongwith BHEL Engineer indicating quantum of work to be achieved and events to be completed. Once the programme is drawn he shall adhere to the same. The contractor shall prepare and submit by 15 <sup>th</sup> of every month to BHEL site incharge a programme for activities from 25 <sup>th</sup> of the month to 24 <sup>th</sup> the succeeding month indicating the work front, quantum and nature of work etc. Discussions will be held by the contractor with BHEL Site Incharge and the programme will be finalized jointly signed by the Engineer Incharge and the contractor within a week of submission of the programme (say by 22 <sup>nd</sup> , the agreed programme should be ready). A review of the performance will be made and considering the availability of components to be erected and other constraints over which the contractor has no control, the performance will be ascertained and jointly recorded by both the parties. Even when a programme could not be made, ascertainment of performance and recording the same by both the parties is necessary.
3.8.2	In addition, contractor shall arrange for weekly progress review meetings with the engineer at site during which actual progress during the week, vis-à-vis scheduled programme shall be discussed and action taken for achieving the targets.

ANNEXURE - G

ANALYSIS OF QUOTED RATE

Sl no.	Description	Percentage of quoted rate	Remarks
1	Salary & wages of staff and workers		
2a	Consumables		
2b	Gases		
2c	Welding Electrodes		
2d	P.O.L.		
	Others		
3	Depreciation and maintenance for T&P		
4	Depreciation and Maintenance for other items		
5	Establishment and administration expenses of site		
6	Overheads		
7	Profit		

Signature of the tenderer

## ANNEXURE – I

### **PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)**

In consideration of the 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 BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt ( Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_ <sup>1</sup> (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_ <sup>2</sup> dated \_\_\_\_\_ <sup>2</sup> valued at Rs. .... <sup>2</sup> ( Rupees ----- )<sup>2</sup> for <Nature of the Work> <sup>3</sup> (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. \_\_\_\_\_ <sup>4</sup> (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 \_\_\_\_\_ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, \_\_\_\_\_ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. 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 relating thereto 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 claim satisfied or discharged or till \_\_\_\_\_<sup>5</sup> or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>6</sup>, (3 months more than the present date of validity of Bank Guarantee) 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.

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.....<sup>7</sup>
- b) This Guarantee shall be valid up to .....<sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) 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, \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.



Date \_\_\_\_\_ Day of \_\_\_\_\_  
for \_\_\_\_\_ (indicate the name of the Bank)

(Signature of Authorised signatory)

<sup>1</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. 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 (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
  - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

## FORMS & PROCEDURES

Form No: F-01 (Rev 00)

### OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER (To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

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

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

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

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

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

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

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

#### **Authorised Representative of Bidder**

Signature :

Name :

Address :

Place:

Date:

## FORMS & PROCEDURES

Form No: F-02 (Rev 00)

### DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

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

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

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

Yours faithfully,

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

Date:

Enclosed : Power of Attorney

## FORMS & PROCEDURES

Form No: F-04 (Rev 00)

### **DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

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

To,

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

Dear Sir,

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

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

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

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

Yours faithfully,

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

Date :

Place:

## FORMS & PROCEDURES

Form No: F-05 (Rev 00)

### DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

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

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

**Tick(✓) any one as applicable:**

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

OR

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

(i)

(ii)

Signature of the Authorised Signatory

Note:

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

## FORMS & PROCEDURES

Form No: F-06 (Rev 00)

### NON DISCLOSURE CERTIFICATE

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

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### *NON DISCLOSURE CERTIFICATE*

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

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

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

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

Date:

## FORMS & PROCEDURES

Form No: F-07 (Rev 00)

### BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

-----

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit MICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :  
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

## FORMS & PROCEDURES

Form No: F-25 (Rev 00)

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

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

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr ....., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector \_\_\_\_\_ Region, \_\_\_\_\_, in connection with

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

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

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public