

## **E-TENDER SPECIFICATION**

<b>Sl No</b>	<b>E-Tender Specification Number</b>
<b>1</b>	<b>BHE/PW/PUR/NTPRT-TLRPT-HSE/2721</b>

Framework agreement/Rate Contract for Providing Specialist Services ( Certified Scaffolder Specialist & Certified Rigger Specialist & Excavation Safety Specialist & Electrical Safety Specialist ) for strengthening of Safety Culture and effective implementation of Health, Safety & Environment Management System at 3X800 MW PVUNL PATRATU STPP (EPC) Project and 2X660 MW BHEL TALCHER PROJECT site

### **VOLUME - I**

### **FOR**

### **VOLUME I – TECHNICAL BID**

#### **THIS TENDER SPECIFICATION CONSISTS OF:**

<b>Notice Inviting Tender</b>	
<b>Volume-IA</b>	<b>Technical Conditions of Contract</b>
<b>Volume-IB</b>	<b>Special conditions of Contract</b>
<b>Volume-IC</b>	<b>General conditions of Contract</b>
<b>Volume-ID</b>	<b>Forms &amp; Procedures</b>
<b>Volume-IE</b>	<b>Technical Specifications</b>
<b>Volume II</b>	<b>Price Bid</b>

**Bharat Heavy Electricals Limited**



(A Government of India Undertaking)  
Power Sector - Western Region  
345-Kingsway, Nagpur-440001

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EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION      Refer Notice Inviting Tender

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND VOLUME- II ARE ISSUED TO:

M/s. ....

.....

PLEASE NOTE:  
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

**GM (Purchase)**

Place: Nagpur

Date:

2721

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**BHEL PSWR**  
**Notice Inviting Tender**

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Date: 20/02/2023

**NOTICE INVITING E-TENDER (NIT)**

**NOTE: BIDDER MAY DOWNLOAD/ UPLOAD THE TENDER/ OFFER FROM/ON BHEL E-PROCUREMENT PORTAL → <https://eprocurebhel.co.in>**

To,

Dear Sir/Madam,

**Sub : NOTICE INVITING E-TENDER**

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

**1.0 Salient Features of NIT**

S No.	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	BHE/PW/PUR/NTPRT-TLRPT-HSE/2721	
ii	Broad Scope of job	Framework agreement/Rate Contract for Providing Specialist Services ( Certified Scaffolder Specialist & Certified Rigger Specialist & Excavation Safety Specialist & Electrical Safety Specialist ) for strengthening of Safety Culture and effective implementation of Health, Safety & Environment Management System at 3X800 MW PVUNL PATRATU STPP (EPC) Project and 2X660 MW BHEL TALCHER PROJECT site	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable
B	Volume-IB	Special Conditions of Contract (SCC)	Applicable
C	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Applicable
E	Volume-IE	Technical Specifications	Applicable
F	Volume-II	Price Bid as specified in E-Procurement Portal	Applicable
iv	Issue of Tender Documents	<b>Tender documents will be available for downloading from BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) or e-procurement portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) as per schedule below:</b> <b>Start :20/02/2023 , Time :17:00</b> <b>Closes : 02/03/2023 , Time : 13:00</b> Brief information of the tenders shall also be available at central public procurement portal. ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> )	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date: 02/03/2023, Time: 13.00 Hrs</b> ▪ <b>Place: on E-Tender Portal</b> <b><a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a></b>	Applicable
vi	OPENING OF	<b>Date: 02/03/2023, Time: 17.00 Hrs</b>	Applicable

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<b>S No.</b>	<b>ISSUE</b>	<b>DESCRIPTION</b>	
	<b>TENDER (Techno-Commercial Bid)</b>	<p><i>Notes:</i></p> <p><i>(1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer submission and opening of tenders get extended to the next working day.</i></p> <p><i>(2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.</i></p>	
<b>vii</b>	<b>EMD AMOUNT</b>	<b>2,80,000/- (Rupees Two Lakh Eighty Thousand Only)</b>	<b>MSE (Micro and Small) Bidders exempted from paying EMD</b>
<b>viii</b>	<b>COST OF TENDER</b>	<i>Free</i>	
<b>ix</b>	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<p>One day before due date of offer submission. Along with soft version also, addressing to undersigned &amp; to others as per contact address given below:</p> <p>1) Name: Tapish Kumar /Viveka Nand Jha Designation: Manager Deptt: Purchase Address: Floor no. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9010903666/9429198214 <b>Email : <a href="mailto:tapishkhandelwal@bhel.in">tapishkhandelwal@bhel.in</a> <a href="mailto:vivekjha@bhel.in">vivekjha@bhel.in</a></b></p> <p>2) Mr. Kamlesh Kumar Designation: DGM Deptt: Purchase Address: Floor no. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: <a href="mailto:kamleshbhel@bhel.in">kamleshbhel@bhel.in</a> Mob: 9425554615</p> <p>3) Name: R. M. Malhotra Designation: GM Deptt: Purchase Address: Floor no. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001</p>	<i>Applicable</i>
<b>x</b>	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	At BHEL PSWR Office on 24/02/2023 11:00 Hrs.	<b>Applicable</b>
<b>xi</b>	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>		<b>Not Applicable</b>

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<b>S No.</b>	<b>ISSUE</b>	<b>DESCRIPTION</b>
<b>xii</b>	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendum), Central Public Procurement portal ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ) & on e-tender portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> and not in the newspapers. Bidders to keep themselves updated with all such information.

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Not Used
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract.

For Electronic Fund Transfer the details are as below:-

<b>NAME OF THE BENEFICIARY</b>	<b>BHARAT HEAVY ELECTRICALS LTD</b>
<b>ADDRESS OF THE COMPANY</b>	<b>5<sup>th</sup> Floor, SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR</b>
<b>NAME OF BANK</b>	<b>STATE BANK OF INDIA</b>
<b>NAME OF BANK BRANCH AND BRANCH CODE</b>	<b>SBI,NAGPUR MAIN BRANCH ,CODE-00432</b>
<b>CITY</b>	<b>NAGPUR</b>
<b>ACCOUNT NUMBER</b>	<b>40227423158</b>
<b>ACCOUNT TYPE</b>	<b>MC-C C Clean (C&amp;I)</b>
<b>IFSC CODE OF THE BENEFICIARY BANK BRANCH</b>	<b>SBIN0000432</b>
<b>MICR CODE OF THE BANK BRANCH</b>	<b>440002002</b>

(Note -: In case of E-Tenders, proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.

**5.0 Procedure for Submission of Tenders:**

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 Comprising the e-Tender**

The tender shall be submitted online ONLY EXCEPT EMD (in physical form) as mentioned below:

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**a. Technical Tender (UN priced Tender)**

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 4.0. ~~Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT.~~
- ii. Technical Bid (without indicating any prices).

**b. Price Bid:**

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

**DO NOT'S**

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

**Digital Signing of e-Tender**

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

**The Requirement:**

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider:-

**NIC PORTAL (<https://eprocurebhel.co.in>)**

**For E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING:**

**For any technical related queries, please call at 24 x 7 Help Desk Number**

**0120-4001 002**

**0120-4200 462**

**0120-4001 005**

**0120-6277 787**

**1. Peter Raj, NIC, Ph: 9942069052**

**Email Support: [support-eproc@nic.in](mailto:support-eproc@nic.in)**

**Other details/update yourself from : <https://eprocurebhel.co.in>**



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The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC certifying authority:-  
please refer <http://www.mca.gov.in/> → MCA SERVICES → DSC SERVICES

Vendors are requested to go through seller manual available on <https://eprocurebhel.co.in>.

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

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

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

Sl. no.	Description	Remarks
	<b>Part-I A</b>	
	<b><u>ENVELOPE – I superscribed as:-</u></b> <del>PART I (TECHNO COMMERCIAL BID)</del> <del>TENDER NO:-</del> <del>NAME OF WORK:-</del> <del>PROJECT:-</del> <del>DUE DATE OF SUBMISSION:-</del>  <b><u>CONTAINING THE FOLLOWING:-</u></b>	
i. —	<del>Covering letter/Offer forwarding letter of Tenderer.</del>	
ii. —	<del>Duly filled in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</del>  <b><u>Note:</u></b> <del>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 placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</del> <del>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</del> <del>    i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</del> <del>    ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</del>	
iii. —	<del>Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria.</del>  <del>It shall be specifically noted that all documents as per above shall be</del>	

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	<del>indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.</del>	
iv. —	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/Errata etc. pertinent to this NIT.	
v. —	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi. —	Duly filled in annexures, formats etc. as required under this Tender Specification/NIT	
vii. —	Notice inviting Tender (NIT)	
viii. —	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix. —	Volume – I B : Special Conditions of Contract (SCC)	
x. —	Volume – I C : General Conditions of Contract (GCC)	
xi. —	Volume – I D : Forms & Procedures	
xii. —	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii. —	Any other details preferred by bidder with proper indexing.	

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

	<b>PART-II</b>	
	<b>PRICE BID</b> consisting of the following shall be enclosed	
	<b><u>ENVELOPE-III</u></b> superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b><u>CONTAINING THE FOLLOWING</u></b>	
i	Covering letter /Offer forwarding letter of Tenderer enclosed in Part I	
ii	Volume II – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	<b>OUTER COVER</b>	
	<b>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)</b>	

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	<b>superscribed as:</b> <b>TECHNO-COMMERCIAL BID, PRICE BID &amp; EMD</b> <b>TENDER NO:</b> <b>NAME OF WORK:</b> <b>PROJECT:</b> <b>DUE DATE OF SUBMISSION:</b>  <b>CONTAINING THE FOLLOWING:</b>	
i	<input type="radio"/> Envelopes I <input type="radio"/> Envelopes II <input type="radio"/> Envelopes III	

- **SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for any in-complete documents.**

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 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).
- 9.0 Void
- 10.0 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.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 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.
- 13.0 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.

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- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
- 15.0 Void
- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 **Reverse Auction:** Applicable. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.
- Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 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.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Void
- 24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 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.
- 27.0 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**".

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28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site [www.bhel.com](http://www.bhel.com).

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

**28.1.1 Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

**28.1.2 Commitment by Bidder/ Supplier/ Contractor:**

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

**29.0 Micro and Small Enterprises (MSE)**

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)
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.

✚ MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate (**format enclosed as Annexure - 3**) where deemed validity of EM-II certificate of five years has expired applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to

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consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.

30.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

**31.0 PREFERENCE TO MAKE IN INDIA:**

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 preferences to Class I local supplier, is as defined I Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 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.

**31.1 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.*

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*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 Annexure-11.*
- (ii) *Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.*

- 32.0 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.
- 33.0 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).

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

- 34.0 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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, suitable action shall be taken by BHEL as per extant policies/ guidelines.

**35.0 Order of Precedence:**

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

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

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

For BHARAT HEAVY ELECTRICALS LTD

( General Manager - Purchase)

**Enclosure:**

01. Annexure-1: Pre Qualifying Requirements.
02. Annexure-2: Check List.
03. Annexure-3: Certificate by Chartered Accountant
04. Annexure-4: Reverse Auction Process Compliance Form
05. Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
06. Annexure-6: RA Price Confirmation and Breakup
- ~~07. Annexure-7: Integrity Pact~~
08. Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR
09. Annexure-9: Declaration reg. Related Firms & their areas of Activities
010. Annexure-10: DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)
011. Annexure 11: DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
012. Annexure 12: Important information



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**ANNEXURE - 1**

**PRE QUALIFYING CRITERIA**

JOB	Framework agreement/Rate Contract for Providing Specialist Services ( Certified Scaffolder Specialist & Certified Rigger Specialist & Excavation Safety Specialist & Electrical Safety Specialist ) for strengthening of Safety Culture and effective implementation of Health, Safety & Environment Management System at 3X800 MW PVUNL PATRATU STPP (EPC) Project and 2X660 MW BHEL TALCHER PROJECT site.		
TENDER NO	BHE/PW/PUR/NTPRT-TLRPT-HSE/2721		
SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
A	Submission of Integrity Pact duly signed (if applicable) (Note: <del>To be submitted by Prime Bidder &amp; Consortium</del> <del>/Technical Tie up partner jointly in case Consortium bidding is permitted</del> , otherwise by the sole bidder)	NOT APPLICABLE	
B	<p><b>B Technical PQR</b></p> <p>The bidder should have executed similar work for any one of the following in the last seven (07) Financial Years (FY) ending on the latest date of bid submission of tender irrespective of date of the start of work.</p> <p>One (1) similar work not be less than Rs. 112 Lakhs excluding GST.</p> <p style="text-align: center;">OR</p> <p>Two (2) similar work not be less than Rs. 70 Lakhs excluding GST.</p> <p style="text-align: center;">OR</p> <p>Three (3) similar work not be less than Rs. 56 Lakhs excluding GST.</p> <p>NOTE:</p> <p>1. The word "Similar work" means providing Specialist services (i.e. Scaffolder Specialist and/or Rigger Specialist and/or Excavation Safety Specialist and/or Electrical Safety Specialist and/or Safety Management service (Safety Trainer and/or Electrical safety specialist and/or Excavation safety specialist and/or Safety manager and/or Working at height specialist).</p> <p>2. In case Safety Management services and/or Safety services include Outsource HSE officer and/or HSE engineer and/ or any services except specialist services mention under</p>		

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	note sl. no. 1, the value of such services shall not be considered under Similar Works.		
C.1	Bidders must have achieved an average annual financial turnover (audited) of Rs. <b>42 Lakhs or more</b> over last three Financial Years (FY) i.e 2019-20 , 2020-21 & 2021-2022'	<b>APPLICABLE</b>	
C.2	<b>NETWORTH</b> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	<b>APPLICABLE</b>	
C.3	<b>PROFIT</b> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	<b>APPLICABLE</b>	
C-4	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 ( <b>Annexure-8</b> ) to this effect.	<b>APPLICABLE</b>	
D	Assessment of Capacity of Bidder:	<b>NOT APPLICABLE</b>	
E	<b>Approval of Customer (if applicable):</b>  <b>Note:</b> Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval	<b>NOT APPLICABLE</b>	
F	Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		<b>BY BHEL</b>
G	Consortium tie-ups	<b>NOT APPLICABLE</b>	
<p><b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b></p> <p><b><u>Explanatory Notes for PQR B.1 (Technical)</u></b></p> <ul style="list-style-type: none"> <li>For the criteria (B.1), actual executed value shall be considered.</li> <li>Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-</li> </ul> $P = R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0}$ <p>Where  P = Updated value of work  R = Value of executed work  X<sub>N</sub> = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).  X<sub>0</sub> = All India Avg. Consumer Price index for industrial workers for last month of work execution  Y<sub>N</sub> = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-</p>			

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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

- The evaluation currency for this tender shall be INR.

**Explanatory Notes for PQR -C (Financial):**

**C-1:**

- i. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above.
- ii. Evaluation of Turnover criteria shall be calculated from the Audited Balance Sheet and Profit & Loss Account for the three Financial Years (FY).
- iii. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.
- iv. 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.

**C-2:** Net Worth (Only in case of companies) of the bidder should be positive.

**Note:** Net worth shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above.

Net worth = Paid up share capital + Reserves

**C-3:** Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'C-1' above.

**Note:** PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.

**C-4:** 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.

**Common Explanatory Notes:**

1. For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:
  - a. The parent company shall have a controlling stake of  $\geq 50\%$  in the subsidiary company (as per Format-1).
  - b. 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
  - c. 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).
  - d. 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.
  - e. Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.
2. Completion date for achievement of the technical criteria specified in the 'B' above should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the " Financial Year quarter of bid submission". (for e.g. -Work completed on

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	01.01.2014 shall be considered even if latest date of bid submission is 20.03.2021).
	3. "Executed" means the bidder should have achieved the technical criteria specified in the Common QR even if the Contract has not been completed or closed.
	4. Definition of Startups shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any.

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

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.

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Format-1

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

To,

.....  
.....

Dear Sir,

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

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

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

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

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Format-2

**Undertaking from the Parent Company/ Subsidiary Company of the bidder**

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

From,  
Name:  
Full Address:

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

To,

Dear Sir,

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

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

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

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for 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**

**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: <u>Please tick ( √ ) whichever applicable:-</u> <del>ONE TIME EMD</del> / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/ <del>Not Applicable</del>	YES/NO
8	Copy of GST & PAN Card	Applicable/ <del>Not Applicable</del>	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	Applicable/ <del>Not Applicable</del>	YES/NO
10	Integrity Pact	Applicable/ <del>Not Applicable</del>	YES/NO
11	OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER	Applicable/ <del>Not Applicable</del>	YES/NO
12	Declaration by Authorized Signatory	Applicable/ <del>Not Applicable</del>	YES/NO
13	No Deviation Certificate	Applicable/ <del>Not Applicable</del>	YES/NO
14	Declaration confirming knowledge about Site Conditions	Applicable/ <del>Not Applicable</del>	YES/NO
15	Declaration for relation in BHEL	Applicable/ <del>Not Applicable</del>	YES/NO

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16	Non-Disclosure Certificate	Applicable/ <del>Not</del> Applicable	YES/NO
17	Bank Account Details for E-Payment	Applicable/ <del>Not</del> Applicable	YES/NO
18	Capacity Evaluation of Bidder for current Tender (PQR D)	Applicable/ <del>Not</del> Applicable	YES/NO
19	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ <del>Not</del> Applicable	YES/ NO
20	Power of Attorney for Submission of Tender/Signing Contract Agreement  <del>Power of Attorney of Consortium Partner.</del>	Applicable/ <del>Not</del> Applicable	YES/NO
21	Analysis of Unit rates	Applicable/ <del>Not</del> Applicable	YES/NO
22	Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process	Applicable/ <del>Not</del> Applicable	YES/NO
23	Annexure-6: RA Price Confirmation and Breakup	Applicable/ <del>Not</del> Applicable	YES/NO
24	Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR	Applicable/ <del>Not</del> Applicable	YES/NO
25	Annexure-9: Declaration reg. Related Firms & their areas of Activities (x) Other Tender documents as per this NIT.	Applicable/ <del>Not</del> Applicable	YES/NO
26	Annexure-10 Declaration regarding minimum local content	Applicable/ <del>Not</del> Applicable	YES/NO
27	Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017	Applicable/ <del>Not</del> Applicable	YES/NO
28	Annexure-13: Bid Security Declaration	Applicable/ <del>Not</del> 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-3**

**Certificate by Chartered Accountant on letter head**

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

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

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

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

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

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

Or

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

Or

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

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No: BHE/PW/PUR/NTPRT-TLRPT-HSE/2721**

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**ANNEXURE-4**

**Reverse Auction Process Compliance Form**

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

To

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

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

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{ BHE/PW/PUR/NTPRT-TLRPT-HSE/2721} dt. {.....}  
This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

**BHEL PSWR**  
**Notice Inviting Tender**

**E-Tender Specification No: BHE/PW/PUR/NTPRT-TLRPT-HSE/2721**

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**ANNEXURE – 5**

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

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

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No: BHE/PW/PUR/NTPRT-TLRPT-HSE/2721**

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**ANNEXURE – 6**

**Reverse Auction price confirmation and breakup  
(To be submitted by L1 bidder after completion of Reverse Auction)**

**To**

- M/s. Service provider
- Postal address

CC: M/s BHEL POWER SECTOR WESTERN REGION, Nagpur

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

Dear Sir,

We confirm that we have quoted.

**Rs. \_\_\_\_\_ (in value) &  
\_\_\_\_\_ (in words)**

**for item(s) covered under tender enquiry No. BHE/PW/PUR/NTPRT-TLRPT-HSE/2721**

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

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

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No: BHE/PW/PUR/NTPRT-TLRPT-HSE/2721**

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**ANNEXURE – 7**

**INTEGRITY PACT**

**Not Applicable**

**BHEL PSWR  
Notice Inviting Tender**

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**ANNEXURE - 8**

**UNDERTAKING**

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

**To,**

GM-PURCHASE, BHEL-PSWR,  
Floor No. 5&6, Shri Mohini Complex  
345, KINGSWAY, NAGPUR-440001

Dear Sir/Madam,

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

**Ref:** NIT/Tender Specification No: BHE/PW/PUR/NTPRT-TLRPT-HSE/2721

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:

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No: BHE/PW/PUR/NTPRT-TLRPT-HSE/2721**

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**Annexure-9**

**DECLARATION**

Date: \_\_\_\_\_

To

GM-PURCHASE, BHEL-PSWR,  
Floor No. 5&6, Shri Mohini Complex  
345, KINGSWAY, NAGPUR-440001

**Sub: Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, \_\_\_\_\_ (NA, if not applicable).

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
.....		

***Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.***

Regards,

( \_\_\_\_\_ )

From: M/s \_\_\_\_\_

Supplier Code: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**BHEL PSWR  
Notice Inviting Tender**

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**Annexure-10**

**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 Entity/Firm providing certificate as applicable)*

To,

GM-PURCHASE, BHEL-PSWR,  
Floor No. 5&6, Shri Mohini Complex  
345, KINGSWAY, NAGPUR-440001

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: BHE/PW/PUR/NTPRT-TLRPT-HSE/2721  
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 the Bidder)**

**\*\* - 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.)



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**Annexure-11**

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

*(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)*

To,

GM-PURCHASE, BHEL-PSWR,  
Floor No. 5&6, Shri Mohini Complex  
345, KINGSWAY, NAGPUR-440001

Dear Sir,

**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

**Ref :** 1) NIT/Tender Specification No: BHE/PW/PUR/NTPRT-TLRPT-HSE/2721

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),*

(a) is not from such a country / ☐

(b) 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.

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/NTPRT-TLRPT-HSE/2721

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**Annexure-12: IMPORTANT INFORMATION**

**E -Tender** for this work is invited by BHEL PSWR NAGPUR and offer shall be submitted through BHEL e-procurement portal only. All correspondences regarding this tender shall be through E-procurement portal.

**Postal Address:**

GM /Purchase BHEL PSWR,  
SRIMOHINI COMPLEX, Floor No. 5 & 6,  
345 KINGSWAY, NAGPUR 440001, INDIA

Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

Manager Purchase, Email: [tapishkhandelwal@bhel.in](mailto:tapishkhandelwal@bhel.in) Ph: +91-9010903666

Manager Purchase, Email: [vivekjha@bhel.in](mailto:vivekjha@bhel.in) , Mob;9429198214

DGM/Purchase, email: [kamleshbhel@bhel.in](mailto:kamleshbhel@bhel.in),

GM Purchase, Email: [rmalhotra@bhel.in](mailto:rmalhotra@bhel.in). Ph: +91 – 712 – 2858 – 633

1. Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' which is available at [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/sites/default/files/suspension\\_guidelines\\_abridged.pdf](http://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf)
2. All Statutory Requirements as applicable for this project shall be complied with.
3. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'

"In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract"

4. BHEL Fraud Prevention Policy: "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
5. ~~"Pradhan Mantri Kaushal Vikas Yojna: The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer in Charge. Failure on the part of contractor to obtain approval of Engineer in Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding".~~

**BHEL PSWR**  
**Notice Inviting Tender**

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**6. The following clause is added under clause 1.10 Security Deposit in Vol-1C:**

**Clause No 1.10.8 of Vol-IC General Conditions of Contract: Timely Submission of Security Deposit for Execution of the contract:** “Bidder agrees to submit Security Deposit required for execution of the contract within the time period mentioned. In case of delay in submission of Security Deposit, enhanced Security Deposit which would include interest (Base rate of SBI +6%) for the delayed period, shall be submitted by the bidder. Further, if Security Deposit is not submitted till such time the first bill becomes due, the amount of Security Deposit due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.”

**7. Acceptance of Bank Guarantee (BG)**

**Revision in Acceptance of Bank Guarantee (BG) Clause no. 1.10.3 (iii) of Vol I C GCC:**

**Clause No. 1.10.3 (iii) of Vol IC GCC is revised as below: -**

“Bank Guarantee issued by:

a. Any of the BHEL consortium bank listed below:

State Bank of India  
ABN Amro Bank N.V.  
Bank of Baroda  
Canara Bank  
Citi Bank N.A.  
Corporation Bank  
Deutsche Bank  
HDFC Bank Ltd.  
The Hongkong and Shanghai Banking Corporation Ltd  
ICICI Bank Ltd.  
IDBI Ltd.  
Punjab National Bank  
Standard Chartered Bank  
State Bank of Travancore  
State Bank of Hyderabad  
Syndicate Bank

b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that “**It is enforceable at Nagpur, Maharashtra**”.

c. Any private sector banks, with a clause in the text of Bank Guarantee that “**It is enforceable by being presented at any branch of the bank**”.

**Note: “Bank Guarantees issued by Co-operative Banks are not acceptable”.**

**8. Broad Terms & Conditions of Reverse Auction:**

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction:

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) (<https://www.bhel.com/guidelines-reverse-auction-2021>) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

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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.”

**Note:-**

**1. In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.**

**9. Following clause of Volume-I-C-General Conditions of Contract clause shall not be applicable for this contract:**

- a. Progress Monitoring, Monthly Review and Performance Evaluation (Clause No. 2.9)
- b. Time of Completion (Clause 2.10)
- c. Extension of Time for Completion (Clause 2.11)
- d. Overrun Compensation (Clause No. 2.12)
- e. Interest bearing Recoverable advance (Clause no.2.13)
- f. Quantity Variation (Clause no.2.14)
- g. Extra Works (Clause no.2.15)
- h. Supplementary Works (Clause no.2.16)
- i. Price variation Compensation (Clause no. 2.17)
- j. Retention Amount (Clause no. 2.22)
- k. Performance Guarantee for Workmanship (Clause no. 2.24).
- l. Liquidated Damages/Penalty (Clause no. 2.7.9)

**10. Penalties applicable for this contract shall be in line with Chapter III “TIME SCHEDULE & MOBILIZATION” of Technical Conditions of Contract**

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CONTENTS

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1	Project Information	Chapter-I
2	Scope of Works	Chapter-II
3	Time Schedule & Mobilization	Chapter-III
4	Terms of payment	Chapter-IV
5	Taxes and other Duties	Chapter-V
6	ANNEXURE-I	Chapter-VI
7	ANNEXURE-II	Chapter-VII

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I: Project Information

### 1. PROJECT INFORMATION

1.1	<b><u>INTROUCTION</u></b>  <b>BHARAT HEAVY ELECTRICALS LIMITED (BHEL) - A MAHARATNA COMPANY IS A GOVERNMENT OF INDIA UNDERTAKING. BHEL IS AN INTEGRATED POWER PLANT EQUIPMENT MANUFACTURER AND ONE OF THE LARGEST ENGINEERING AND MANUFACTURING COMPANY OF ITS KIND IN INDIA ENGAGED IN THE DESIGN, ENGINEERING, MANUFACTURE, CONSTRUCTION, TESTING, ERECTION AND COMMISSIONING OF POWER PLANTS IN THE COUNTRY AND ABROAD.</b>  INTENT OF THIS TENDER IS TO FINALIZE A RATE CONTRACT FOR PROVIDING SPECIALIST SERVICES ( CERTIFIED SCAFFOLDER SPECIALIST & CERTIFIED RIGGER SPECIALIST & EXCAVATION SAFETY SPECIALIST & ELECTRICAL SAFETY SPECIALIST ) FOR STRENGTHENING OF SAFETY CULTURE AND EFFECTIVE IMPLEMENTATION OF HEALTH, SAFETY & ENVIRONMENT MANAGEMENT SYSTEM AT 3X800 MW PVUNL PATRATU STPP (EPC) PROJECT AND 2X660 MW BHEL TALCHER PROJECT.		
	<b>The location and contact details of respective project sites is as follows: -</b>		
<b>Sl. No.</b>	<b>Name of site</b>	<b>Place of Site</b>	<b>Contact details (for site visit)</b>
A	PVUNL PATRATU Site (EPC)	3x800 MW Patratu Thermal Power Plant, Patratu, Jharkhand, Pin- 829126	Shri Abhishek Srivastava, GM/ Construction Manager, PVUNL Patratu Site, Mob. 9404950599.
B	2X660 MW BHEL TALCHER PROJECT	2X660 MW BHEL TALCHER PROJECT, Odisha, Pin- 759101	Shri P K Biswas, Project Director/GM, 2X660 MW BHEL TALCHER Site, Mob. 8331015585.

Note:-

1. Tentatively Man months are attached as Annexure-A (under Chapter II clause 3.4). However, BHEL PSWR reserves the right to increase or decrease the number of man month for Specialist services.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

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### **2. SCOPE OF WORK**

- 2.0 Qualification and Experience of Specialist (i.e. Scaffolders, Rigger, Electrical Safety Specialist & Excavation Safety Specialist)
- 3.0 Details of Scope of Works
- 4.0 Terms & Conditions

### **2.0 Qualification and Experience of Specialist Services**

#### **(a) Scaffolding Specialist: -**

- (i) Must have obtained recognized certification from Construction Industry Training Board (CITB) or Scaffold Training School (STI) or TUV or NSC or equivalent for supervisor/inspector level. Latest certificate should be valid at the time of submission of CV.
- (ii) Must have worked for 3 years or more as on the date of deployment as scaffolding Specialist / supervisor (preferably in the field of construction). Experience will be counted only for the duration during which scaffolding certification of the candidate was valid. All the certificate should have start as well as end date. If end date is not available in any of these certificates, then validity of that certificate should be treated as one year from date of issue.
- (iii) The candidate shall have professional Expertise for coaching and certification for scaffolding inspector/supervisors and scaffolder. He shall have competency in designing scaffold schemes as per site requirement.
- (iv) Preferably be fluent in English, Hindi & Local Language.
- (v) The candidate shall not be older than 52 years. He shall have sound health to withstand tough site conditions and extreme weather. The candidate will have to undergo medical check-up at site before his joining. He will only be allowed to join on successful clearance of medical checkup and found fit by BHEL site/ customer.

#### **(b) Rigging Specialist: -**

- (i) Must have a recognized certification from Lifting Equipment Engineers Association (LEEAA) or Lifting Operations and Lifting Equipment Regulations (LOLER) or Offshore Petroleum Industry Training Organization (OPITO) or equivalent for supervisor/ inspector level. Latest certificate should be valid at the time of submission of CV.
- (ii) Must have worked for 3 years or more as on the date of deployment as rigging Specialist / supervisor (preferably in the field of construction). Experience will be counted only for the duration during which scaffolding certification of the candidate was valid. All the certifications should have start as well as end date. If end date is not available in any of



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

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these certificates, then validity of that certificate should be treated as one year from the date of issue.

- (iii) The candidate shall have professional Expertise for coaching and certification for Rigger, Signaller and Supervisor. He shall have competency in preparing lift plan for critical and ODC lifting.
- (iv) Preferably be fluent in English, Hindi & Local Language.
- (v) The candidate shall not be older than 52 years. He shall have sound health to withstand tough site conditions and extreme weather. The candidate will have to undergo medical check-up at site before his joining. He will only be allowed to join on successful clearance of medical checkup and found fit by BHEL site/ customer.

### **(c) Electrical Safety Specialist.**

- (i) Must be at least a Diploma or Graduate in Electrical engineering from an AICTE recognized institution.
- (ii) Must have completed successfully a FULL TIME one-year Post/ Advanced Diploma / Degree in Industrial Safety with construction safety as one paper from any institute recognized by SCTE & VT/AICTE or NEBOSH IGC.
- (iii) Must have worked for 07 years (post-engineering experience) or more as on the date of deployment in the field of construction, out of which at least 5 years (post-safety qualification experience) should be in HSE function. He shall have competency in Electrical Safety with sufficient knowledge in Acts and Rules.
- (iv) Preferably, be fluent in English, Hindi & local language.
- (v) Must have working proficiency in Computer operation including MS Office, Power Point, etc.
- (vi) The candidate shall not be older than 50 years. He shall have sound health to withstand tough site conditions and extreme weather.

### **(d) Excavation Safety Specialist**

- (i) Must be at least a Diploma or Graduate in Civil engineering from an AICTE recognized institution
- (ii) Must have completed successfully a FULL TIME one-year Post/ Advanced Diploma / Degree in Industrial Safety with construction safety as one paper from any institute recognized by SCTE & VT/ AICTE or NEBOSH IGC.
- (iii) Must have worked for 07 years (post-engineering experience) or more as on the date of deployment in the field of construction, out of which at least 5 years (post-safety qualification experience) should be in HSE function. He shall have competency in excavation Safety.
- (iv) Preferably be fluent in English, Hindi & local language

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

- (v) Must have working proficiency in Computer operation including MS Office, Power Point, etc.
- (vi) The candidate shall not be older than 50 years. He shall have sound health to withstand tough site conditions and extreme weather.

**Note:** - The CV with a covering letter from the agency (certifying that the candidate has been interviewed and all supporting docs verified) in line with above requirements along with copy of proof of identity and address, academic and professional qualifications and experience shall be submitted to 3x800 MW Patratu Thermal Power Plant, Patratu site/ PSWR HQ HSE dept and 2X660MW NTPC TALCHER Site or customer (if required) for approval before deployment to site. If required, interview (Physical/telephonic) may be conducted before acceptance / approval of the personnel. Also, if required by BHEL, verification of certificates of selected candidates from concerned institutions/board will be carried out by the agency at the cost of the agency, before their deployment at site. No claim for reimbursement in this regard will be entertained. Post deployment approval shall not be permitted nor any deviation accepted. The candidate shall be required to produce all original certificates at 3x800 MW Patratu Thermal Power Plant, Patratu site/ PSWR HQ HSE dept. and 2X660MW NTPC TALCHER Site or customer for verification. Any mismatch will render the approval rejected.

### **3. Details of Scope of Works:**

The duties of all Specialist mention above shall be to advise, assist and finally to ensure that the employer achieves the fulfillment of his obligations, statutory or otherwise concerning prevention of personal injuries, Loss to property and maintaining a safe working environment in time bound project.

#### **3.1 Objective of the Work:-**

3.1.1	To take preventive measures so as to avoid any unwarranted incident at site.
3.1.2	BHEL site 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.

#### **3.2 Broad Scope of Work:-**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

3.2.1	Major areas under purview of the work of the agency at 3x800 MW Patratu Site and 2X660 MW NTPC TALCHER site are Thermal Power Plant are Boiler, Turbine, ACC, Chimney, Electrical Systems , AHP, CHP, Misc. BOP areas, FGD etc.. However, based on site requirement / criticality and as per instruction of BHEL site engineer / HSE Dept. the agency may have to deploy their manpower in other areas also.
3.2.2	Deployment of safety specialists at site to drive safety initiatives which include developing & monitoring the implementation of comprehensive construction safety management at site.
3.2.3	Agency will use & train the safety manpower deployed by various agencies of BHEL at site to start & manage all safety initiatives at site via use of technology.
3.2.4	Agency will enable BHEL to strengthen the HSE System and improve the safety culture at site through Specialist.
3.2.5	Train BHEL personnel and those working with erection agencies through classroom and on-site training, for building capability for adopting proactive measures to prevent incidents. Conduct induction training for all persons joining the site including visitors. Training module shall be submitted to BHEL for review and approval.
3.2.6	Conducting regular audits at site for identifying weak areas and suggest corrective measures.
3.2.7	Administer/manage Construction Safety at the site.
3.2.8	Evaluate the gaps in experience and capability of man-power deployed and provide support to ensure capabilities required for critical work by conducting Capacity building programs for safety supervisors of BHEL/Sub-contractor.

### 3.3 ROLES & RESPONSIBILITIES: -

3.3.1	Agency shall strengthen the BHEL Employee by specialist deployment for strengthening high risk activities, competency building program through Contractor Incubation Centre (CIC), deploying safety engineers to monitor and facilitate safety implementation.
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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

3.3.2	<b>BHEL HSE Observer mobile application is to be used at site.</b>
3.3.3	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, walkthrough by top officials, periodic health camps etc. Agency shall submit plans for tool Box Talks, Pep Talks, HSE Celebrations, HSE Review, House Keeping, safety walk-throughs, health camps and layouts for installation of posters/ banners etc.
3.3.4	Promotion of Safety culture at site by means of survey, trainings/workshops for management personnel as well as supervisory personnel of BHEL and its associates.
3.3.5	In contractor incubation centre (CIC), contractor selection, competency building-first time & periodical, Performance monitoring and intervention (through safety park, safety campaigns & safety passports) shall be done by the agency. Skill based training program should be done through CIC.
3.3.6	<b>Job Specific Training:</b> Agency shall regularly organize job specific training programs for workers involved in hazardous activities related to rigging & scaffolding i.e. Height Work, Deep Excavation, Heavy Lifting, water accumulation etc. Training calendar shall be submitted to individual BHEL Site in well advance.
3.3.16	Imparting HSE related skill training (in Hindi or any language followed by majority of workers) with certification (like competency certification for Scaffolders, Scaffolding supervisor, Scaffolding inspectors, Riggers, Operators etc.) and organizing mock drills on rescue, fire, first-aid, trauma and emergency response. A competency certificate to be issued to each participant by the agency. Agency shall submit skilled certificate training calendar to BHEL
3.3.17	Co-coordinating with Medical Centre for Pre-job and regular health check-up of personnel.
3.3.18	HSE Competency evaluation of skilled workmen to be performed before engagement in the job and also during execution whenever required. Documents like Height-pass to be issued by the agency. Competency evaluation shall be done for skilled/semiskilled manpower before induction training. Plan and Procedure for competency evaluation shall be submitted to

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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	BHEL
3.3.19	Compliance with all HSE, occupational health, safety & environment rules and codes of the BHEL/owner, relevant provisions of applicable laws pertaining to the HSE of workmen, employees, plant and equipment as may be prescribed from time to time. In case of any non-conformity between statutory requirement and HSE Rules of the BHEL/owner referred above, the later shall be applicable unless the statutory provisions are more stringent.
3.3.20	Compliance with HSE (Health, Safety & Environment) requirements/procedure/practices of BHEL at site, as per Site HSE Plan / HSE system. Agency will also ensure that applicable Operational Control Procedures (OCPs) in respective areas are being followed by BHEL/Subcontractor.
3.3.21	Support for maintenance, generation and retention of all documents and records pertaining to HSE as per BHEL HSE System.
3.3.22	Assist BHEL in coordinating with Local authority/ statutory authority/local facilities like hospitals, fire stations, disaster management agencies etc. as and when required.
3.3.23	Carrying out all routine works as specified in the Factories Act 1948/BOCW Act 1996 and its rules and as per other statutes applicable for construction sites.
3.3.24	investigation of accidents including near miss, as per requirement of site management
3.3.25	Incident management and documentation for reporting and record including encouraging reporting of near misses besides other incidents, recording and analyzing them, planning & implementing corrective actions.
3.3.26	Administering First-aid or CPR to victim by agency's manpower expeditiously and take further course of action including taking victim to Medical Centre. In case of fire and other emergency, they will operate the fire extinguishers, if called for and help take appropriate corrective and preventive measures like fighting fire or evacuation of people or materials etc.

# **TECHNICAL CONDITIONS OF CONTRACT (TCC)** **Chapter – II: Scope of Work and Technical Specifications**

3.3.27	Inspection of all PPEs, safety equipment, T&Ps etc. and maintaining record. Agency shall submit the inspection plan and procedure to BHEL. Agency shall also coordinate with third Party competent persons for T&P certification as applicable
3.3.28	Systematically conducting HSE inspection on daily basis, Recording and analysis of observations, categorization, reporting and finally following up closure of observations offline & online including observation raised by Customer. In addition, co-ordination of Internal/External audit. Preparation of weekly exception report and submitting to BHEL
3.3.29	Close monitoring/ inspection of all works carried out at height including lifting/ placement/ erection of heavy structure/ equipment/ material at height and implementing control measures for safe execution of the same
3.3.30	Drawing up monthly HSE activity plan in line with HSE plan and strictly following the same. The agency shall prepare supplementary documents of the HSE plan (including auxiliary documents), if necessary and suggest relevant changes of the plan for improvement. But this shall require approval of BHEL.
3.3.31	Generation of periodic report in prescribed format and sharing the same with competent authorities.
3.3.32	To Ensure risk assessment / hazard spotting exercises are carried out on regular basis Preparation/monitoring/approval of Permit-to-work, HIRA & Method statement, JSA, lifting plan and development of auxiliary documents/ formats related to HSE plan. The agency personnel shall sign the documents on behalf of BHEL. Issue, renewal, closing and extension of permit on behalf of BHEL Safety for concerned site activities. Random checking of all other PTW on sample basis will be done by the agency.
3.3.33	Coordinating along with BHEL closely with those responsible for Emergency Procedures within the organization to ensure, so far as possible, the prevention of fire and the safe evacuation of employees in emergency situations
3.3.34	Guidance to agencies for labor welfare measures at site and at labor colony along with conductance of audits of these measures/ areas, monitoring closure of these issues.



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

3.3.35	Guidance to agencies in designing and implementation of appropriate scaffolding conforming to codes, imparting training and guidance to scaffolders, scaffolding supervisors and certification of scaffolding Supervisors and inspectors. Critical scaffoldings to be certified by the agency's scaffolding inspector by signing the scaffolding tag. Random checking of all other scaffoldings on sample basis will be done by the agency. Temporary platforms, walkways & fixtures used at site shall also be part of scaffolding, for which regular inspection shall be carried out and corrective measures suggested
3.3.36	Guidance to agencies in designing and implementation of Lift Plan, imparting training, certification and guidance to riggers, rigging foreman, crane operators and signalman. Inspection before Critical and ODC Lift. The approval of lifting plan, riggers, signalman, operators of T&Ps to be accorded by the agency's person. Collection and monitoring of T&P certification data centrally and issue of alert for renewal of certification
3.3.37	Inspection of Excavation and guiding and implementing control measures for safe excavation
3.3.38	Inspection of electrical installation and booths and coordination & implementation of statutory requirements as per acts and rules. Site specific LOTO system (both electrical and non-electrical) shall be developed by agency and managed during various stages of commissioning activities.
3.3.39	Daily Safety Clearance shall be given by the agency along with implementation of necessary PTW system.
3.3.40	All documents/ data including all presentations created/ used for this project shall be handed over to BHEL for future reference in soft form.
3.3.41	Bidder shall provide necessary support services to BHEL site management in preparation for ISO audits/ HSE activities. Inspection documents/ results shall be retained/stored by bidder in such a manner that the same can be produced during ISO/ HSE audits at site.
3.3.42	All roles and responsibilities defined in this clause 3.3 shall be discharged by the deployed Specialist manpower (i.e. Certified Scaffolder & Certified Rigger) of bidder.
3.3.43	Agency has to follow applicable govt. directives and/or BHEL HSE related Operation Control Procedures to prevent spread of Covid-19 virus at project sites as well as labor colonies, without any cost to BHEL. Gaps are to be

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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highlighted.

### 3.4 Annexure-A Deployment OF Specialist Services (Man-month) (Tentative\*)

A) Details of Tentative work (i.e. man - months) at **3x800 MW Patratu Thermal Power Plant**, Patratu site for deployment of Specialist services shall be as given below: -

Sl. NO.	Description of Specialist service	Qty.	DURATION
1	Scaffolding Specialist (For field activities & specific training etc.)	1	18 Months
2	Rigging Specialist (For field activities & specific training etc.)	1	18 Months

B) Details of Tentative work (i.e. man-months) at **2X660 MW NTPC TALCHER site** for deployment of Specialist services shall be as given below: -

Sl. NO.	Description of Specialist service	Qty.	DURATION
1	Scaffolding Specialist (For field activities & specific training etc.)	1	24 Months
2	Rigging Specialist (For field activities & specific training etc.)	1	24 Months
3	Electrical Safety Specialist	1	24 Months
4	Excavation Safety Specialist	1	24 Months

**\*Note:** - The requirement mentioned in above table is tentative and may vary as per site requirement or upcoming projects if any. Man-months against each Specialist for PVUNL Patratu site and 2X660 MW NTPC TALCHER site may be reassigned/ quantities increased or decreased as per requirement at discretion of BHEL. However, the list is not exhaustive, new projects may add in other projects or existing site may be removed from list depending up on site status and services may be required for those newly added sites as well.

3.4.1	The aforesaid mention deployment plan is tentative & for guidance purpose only and may vary as per actual requirement of Specialist at sites.
3.4.2	Specialist shall be mobilized/ demobilized progressively depending on BHEL project site's requirement which shall be intimated by Construction Manager copy to PSWR HQ or intimated by PSWR HQ.



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3.4.3	Rate schedule is given for total deployment covering requirement at various projects together. However, actual man month deployed at project sites may vary to any extent. The quoted man- month rate shall remain firm throughout the period of Contract.
3.4.4	There shall not be any compensation for any variation of quantities of man months.
3.4.5	Each of these Specialist personnel shall be deployed in specific area of erection, Commissioning and shall coordinate with all sub-agencies for facilitating implementation of HSE system.

### 4.0 Terms & Conditions

4.1	Sub-letting of jobs within the agreed scope of work, in any manner is not permitted.
4.2	All data/findings obtained from this work shall become the property of BHEL. This cannot be published/utilized by bidder/bidder's representative without written permission of competent authority of BHEL. Safety personnel 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-PSWR.
4.3	Specialist shall be fully responsible for the tasks allotted to/ undertaken by them, authenticity of the reports/results etc. They shall prepare documents, witness/ undertake assessments and submit the documents/ reports to BHEL in time without hindrance of work.
4.4	All the Credentials of Specialist provided by agency must be self-Scrutinized by the agency before submitting to BHEL. Same credentials shall be verified and approved by BHEL (if found in line with the qualification as mentioned above) PVUNL Patratu sites, 2X660 MW BHEL TALCHER sites and/or its customer prior to their deployment.
4.5	Specialist shall interact with Contractors, customers/ consultants, erection agencies with regard to readiness of items to be inspected and other relevant HSE matters. They shall keep the Construction Manager/ Execution Engineer/ HSE official/ HSE Head (as the case may be) appraised of all such discussions/ interactions on daily basis.

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## Chapter – II: Scope of Work and Technical Specifications

4.6	Reasonable office space with furniture for proper functioning of the Agency's Specialist will be provided by BHEL free of any charges. Other infrastructure such as training room, Projector, video conferencing facilities, Audio visual system etc. will be provided by BHEL free of cost, as per availability at site.
4.7	BHEL shall provide furnished bachelor accommodation as available at respective sites free of charges the Specialist posted at construction sites, (Including Free electricity and water supply) and free transport facility on sharing basis at respective sites for attending duty at site. Company Transport will be provided only to the extent it is feasible in the circumstances of the site. Free Transport may be provided for going to hospital or buying medicines in emergency cases only on the recommendation of the Doctor and/or at discretion of the Construction Manager.
4.8	The bidder shall arrange unlimited mobile phone facility, camera (if required) and sufficient nos. of Laptop/ Desktop (each Specialist should be having separate laptop/ desktop) with provision of internet, Printer(s) along with cartridge, stationary etc. for the use of their personnel at site, at their own cost. Bidder shall ensure that Specialist personnel deployed by it, has smart phones (with 4G internet connectivity) so that they can take photos/videos promptly and also communicate immediately as per requirement of BHEL.
4.9	Bidder shall provide its safety personnel raincoat, gumboot, safety shoe, goggles, binocular, torchlight and enough other welfare support as they will be required to work at odd hours and face adverse climate at site. No additional payment will be made by BHEL on account of that.
4.10	<p>Bidder's Specialist posted at PVUNL Patratu site and 2X660 MW BHEL TALCHER site shall not move outstation without the prior permission of Site in Charge of BHEL site. 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 3x800 MW Patratu Thermal Power Plant, Patratu site and 2X660 MW NTPC TALCHER site Construction Manager or Head –HSE-PSWR, the bidder shall have to provide safety services by deputing its Specialist at desired location. However, in case of any requirement for outstation work is to be taken on behalf of BHEL, following guidelines shall be applicable.</p> <ol style="list-style-type: none"> <li>a) For assignments outside project site but limited to 50 Km radius, necessary transport for Agency's staffs shall be arranged by BHEL/BHEL's sub-contractor, free of any charges to the Agency. No additional payment to the Agency will be made for such assignments.</li> <li>b) For assignments outside project Site beyond 50 Km radius of Project sites, following additional payment shall be reimbursed to the Agency:</li> </ol>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

	<p>I. To and fro Rail fare limited to AC two tier by express/ mail train fare by shortest route from respective place of deployment &amp; back against submission of ticket/ receipt/ proof plus lump-sum amount of Rs.250/- (Rupees Two hundred fifty only) will be paid per person per day (here day means 24 hours and calculation shall be based on number of hours stay at outstation i.e. <math>\frac{1}{4}</math> for stay up to 6 hours, <math>\frac{1}{2}</math> for stay for more than 6 hours but up to 12 hrs. and full for stay beyond 12 hours). In case of travel by road through bus/ taxi, fare limited to AC two tier of express/ mail train for the distance traveled shall be paid.</p> <p>I. In case of night stay required at outstation, BHEL will provide lodging facility. In case, BHEL is not able to provide lodging facility, lodging charges limited to maximum Rs. 1,400/- (Rupees One Thousand Four Hundred Only) per day per person will be reimbursed to the Agency against billing/invoice submitted. The above rates of accommodation charges are exclusive of service charges (like cleaning of room, making beds, etc.) / taxes levied by the Govt., which are reimbursable subject to the condition that these are included in the Hotel bill. However, room service charges (for food) and laundry charges shall not be reimbursed even if these are billed by the hotels.</p> <p>II. The movement of Agency's Specialist outside the project site shall be subject to the prior approval of BHEL Construction Manager.</p>
4.11	Agency shall make available suitable personnel/ senior level technical personnel (other than Specialist posted at site) for discussions/ interactions with BHEL, Customers/ Consultants, vendors/ sub-Contractors wherever need arises. Senior level personnel of Agency will visit the site periodically (at least once in 3 months Onsite) wherever their personnel are posted to ascertain the quality of jobs performed by their site personnel and for further betterment of jobs executed by them. Such visits of senior personnel of the Agency will be free of any additional charges to BHEL.
4.12	Specialist shall follow working hours, number of working days per week, weekly off and holidays as per norms and holiday list of BHEL office where they are deployed.
4.13	Each man day shall consist of 08 (eight hours) working hours excluding lunch break. However, working hours and timing shall be as per BHEL site practice must follow by Specialist. Work at site may continue round the clock including Sundays & holidays and Specialist shall have to be at site along with BHEL personnel subject to requirement, for which no extra payment will be made. No compensatory off/leave will be granted in case of such working on Sundays/ holidays/ extended hours. However, BHEL Sites shall ensure adequate breaks/ rest to Specialist over extended duty hours or on Sundays and holidays.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

4.14	<p>Casual leave will be admissible for personnel posted at any site on full time basis subject to maximum 10 days in a year or on pro rata basis. In addition, Sundays and other holidays observed by BHEL site will also be admissible. However, in case of exigencies, work may continue on Sunday / Holiday and bidder has to provide HSE manpower support for the same. BHEL shall not pay during the period of earned leave/sick leave to be availed by bidder's personnel. However, if earned leave/sick leave exceeds 10 days in any one stretch, the bidder will have to make suitable alternative arrangements, with the approval of BHEL.</p> <p>For any leave other than casual leave as mentioned above, pro-rata basis deduction shall be made on monthly bill by BHEL site. If any person is leaving site on resignation/ long leave (more than 10 days in one stretch), replacement shall be made within 15 working days otherwise a penalty of Rs. 1,000/- (Rupees one thousand only) per day starting from 1st day of absence, will be imposed.</p>
4.15	<p>BHEL Sites may also follow Shift working to meet the requirements of construction activities, hence BHEL reserve the rights to depute Specialist during any shift in a day.</p>
4.16	<p><b>Agency shall ensure that payment and dues admissible to Specialist deployed are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to Specialist . Such payments shall be back charged/ recovered from bills of the Contractor or from security deposit/ bank guarantee with additional overhead charges @5%. Contractor shall furnish duly signed and stamped copies of pay roll sheet as proof of disbursement of all payments to Specialist within one months of due date of Pay date.</b></p>
4.17	<p>Agency shall present his bill to the respective Construction Manager duly certified by reporting officer.</p>
4.18	<p>Agency shall submit monthly report to Head (HSE)/ BHEL-Nagpur indicating cumulative deployment of Specialist and other details as may be required by BHEL.</p>
4.19	<p>BHEL reserves the right to regulate strength of deployment of Agency's manpower as per requirements and/ or to short-close/ terminate the contract. In such eventuality, 30 days' notice shall be given by BHEL to the Agency and payment shall be made for the completed months or part thereof on pro-rata basis. No other compensation will be given by BHEL.</p>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

4.20	In case the performance of any Specialist found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable Specialist, from the date Specialist has been notified as unsatisfactory. Replacement of Specialist will have to be arranged by the Agency within 15 days.
4.21	In case any Specialist found to indulge in malpractice/s, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL may impose penalty and/ or impound the payment towards services rendered by such Specialist. Replacement of such persons will have to be arranged by the Agency within 15 days.
4.22	Quarterly meeting (Virtual) with agency shall be arrange by BHEL PSWR site/ HQ.
4.23	The Agency shall be responsible for medical expenses & life insurance for deployed Specialist. It shall be the sole responsibility of Agency to take insurance policies for the Specialist against risks of accidents and injury while at work and make compensation as per applicable rules and regulations prevalent in the area. Copy of insurance policy shall be submitted to BHEL before deployment.
4.24	If due to negligence and/ or non-observance of safety and other precautions by Specialist, any accident/ injury occurs to any other person(s)/ public, the Agency shall bear compensation and other liabilities as decided by appropriate authority/ BHEL/ Customer.
4.25	Performance Monitoring: - Agency performance shall be monitored through Services provided by Specialist at site as per attached Annexure-II. Reports shall be reviewed offline (may be upgraded later) month wise from site against each specific work order and same shall be communicated to Agency with in first week of each month. Agency need to furnish its acceptance / objection of performance evaluation within 7 days from the date of submission of said review. BHEL reserves the right to terminate the contract or demand for replacement, in case Specialist performance is not satisfactory in a quarter (i.e. if Average Weighted Score of 3 consecutive months is less than 2), without mentioning any specific reason. <b>The travel expenses of such replacement Specialist shall be in the scope of agency.</b>
4.26	<b>INSURANCE: -</b>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

4.26.1	Insurance of manpower deployed by the agency, shall be insured by the agency itself.
4.26.2	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 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.
4.26.3	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.
4.26.4	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.
4.26.5	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.
4.26.6	Other conditions of Insurance shall be as per relevant clause of GCC/SCC.
4.27	<b>HEALTH, SAFETY &amp; ENVIRONMENT</b> Vendor has to follow HSE norms at project site during execution of entire contract period and the applicable HSE norms are noted in Tender Document for HSE norms having Document Title: Health, Safety and Environment Plan for Site Operation by Subcontractors.
4.28	<b>LIMITATION OF LIABILITY</b> Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the Supplier, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Agreement or the Work Order. The bidder shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever.



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Work and Technical Specifications

4.29	<b>COMPLIANCE</b>
4.29.1	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.
4.29.2	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.
4.29.3	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.

**Note: - In case, no response received from agency within due time for performance evaluation, the said performance review for the month shall be deemed as accepted by the agency.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – III: Time Schedule and Mobilisation

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### **TIME SCHEDULE & MOBILIZATION**

#### **3.1. Contract Period**

The period of contract is for 24 months from the date of letter of award. However, this contract may be extended as per site request on the same rates, terms & conditions and at the discretion of BHEL.

#### **3.2. Mobilization**

Agency must ensure mobilization of Specialist shall be within 30 days from the date of receipt of LOA along with detail of deployment (requirement) from BHEL. Following will be the mode for mobilization/ deployment of Specialist at site.

- 3.2.1. All Specialist requirement as mentioned in Chapter-II is tentative and mobilization of Specialist shall as per actual requirement at PVUNL Patrattu site and at 2X660 MW BHEL TALCHER site. Mobilization shall start only after issuance of work order from BHEL PSWR HQ.
- 3.2.2. On receipt of work order (to agency) for Specialist deployment by Agency preferably shall submit document in support of credentials viz. Qualifications & experience of each Specialist to respective Site In-Charge of BHEL/ HSE officials with copy to Head (HSE)/ BHEL-PSWR Nagpur within 15 days. However, 30 days (from the date of W.O.) are provided to the agency for deployment of Specialist. No penalty is imposed in case of delay in submission of credential for deployment.
- 3.2.3. After submission of credential, the agency shall obtain acceptance/ approval from respective Site In-charge/ HSE Head/ HSE official at site. BHEL PSWR site HSE official shall issue acceptance/ approval to the agency. Then Agency shall deploy Specialist within 30 days from work order issuing date. **In case agency failed deploy Specialist, for any reason what so ever, within 30 days from issue work order then penalty of Rs 1,000/- per man-day shall be applicable from 31st day of date of work order to the concern agency.**
- 3.2.4. In case Agency failed to deploy Specialist due to unavoidable circumstances (i.e. COVID-19 or any other inevitable condition of Specialist) there shall be NO penalty imposed on agency. However, agency has to inform BHEL within the due deployment date along with the supporting documents.
- 3.2.5. **In case Specialist go on long leave exceeding 10 days with the approval of site in charge/ HSE head at site, the Contractor will have to make suitable alternative arrangements for deployment of suitable personnel during the absenteeism. In case substitute Specialist is not deployed by the agencies within 15 days from the date of absenteeism of Specialist deployed at site, BHEL will impose penalty from 16th days onwards @ Rs. 1,000/- per man-day. The travel expenses of such replacement Specialist shall be in the**



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – III: Time Schedule and Mobilisation

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scope of agency.

**In case Specialist leave not approved by site in charge/ HSE head at site and/or Specialist leave the site without informing site in charge/ HSE head then it is treated as unauthorized absence at site. BHEL will impose penalty from 1st days onwards @ Rs. 1,000/- per man-day.**

- 3.2.6. Penalty shall be deducted on pro-rata basis from the earliest monthly bill or Security deposit (SD) of agency or from any sites where agency is working.

Note: - The aforesaid penalty shall be limited to 05 % of executable contract value (i.e. Work Order value).

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – IV: Terms of Payment

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### **Terms of payment**

- 4.1. Based on man months deployed and certification by Construction Manager for services at site, monthly payment will be made at respective sites within 30 days from the date of submission of complete RA bills subject to verification.
- 4.2. It shall be the responsibility of Agency to obtain and submit certificate from BHEL authority regarding deployment of Specialist (attendance statement).
- 4.3. Period between 1st days of the last month to last day of that month shall constitute one month.
- 4.4. The Agency shall preferably submit the monthly bills along with certification and Proof of Salary slips for all the Specialist deployed at site (as mentioned above) latest by 7th of succeeding month to respective BHEL-PSWR site office.
- 4.5. BHEL shall pay Salary & Wages portion or salary at actual, based on salary slip limited to quoted L1 salary portion. Other charges (i.e. Establishment & administration expenses of site, Overheads, Profit etc. if any) shall be paid as per L1 quoted price.
- 4.6. Deductions, if any, shall be made by BHEL from the monthly bill and payment shall be made within 30 days by respective BHEL site subject to correctness and completeness of the bill.
- 4.7. The RA bill payment shall be made as per Cl. No. 10.0 of Chapter –X of SCC (part of Volume I-BCD) and cl no 2.23 of GCC (part of Volume I-BCD). However, Clause no.10.3 & 10.4 of Chapter –X of SCC shall not be applicable.
- 4.8. However, schedule of regular disbursement of payment to Specialist shall be ensured by agency irrespective of release of payment from BHEL & no delay in disbursement of salary to Specialist on this ground shall be acceptable.
- 4.9. This contract shall be executed at BHEL site level & all issues related with site shall be resolved at project site/ BHEL PSWR HQ.
- 4.10. Work order issued to agency from BHEL PSWR HQ, either overlapping to each other or continuation, shall be consider as a single work order and the last RA Bill/ Invoice of such work order as confirm by PSWR HQ shall be treated as Final Bill for each project site.

### **Note:**

- 1. Retention Money & Performance Guarantee as per General Conditions of Contract shall not be applicable.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – IV: Terms of Payment

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2. Following are the Document shall be submitted along with RA Bill.
  - a. Joining Format/ details of Specialist (as applicable).
  - b. Absentee's statement.
  - c. Any other statutory document (If any).
3. Payment shall be made based on actual deployment of Specialist at sites (after deduction of penalty in case of non-deployment).

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – V: Taxes and Duties

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### TAXES, DUTIES, LEVIES (Rev 14 dated 09/10/2020)

1. All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
2. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
3. **GST** :  
The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
4. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
5. E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.  
If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.
6. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:  
BHEL GSTN – As per **Annexure -1**  
NAME -- Bharat Heavy Electricals Limited  
ADDRESS -- Site address

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – V: Taxes and Duties

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7. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-

Email id ---- to be intimated later on.

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.

8. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
9. 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 the vendor along with interest levied / leviable on BHEL, as the case may be.
10. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. 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 bidder along with interest levied / leviable on BHEL.
11. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

The 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 the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

12. **New taxes and duties:-**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.

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.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – V: Taxes and Duties

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In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
14. **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
15. **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
16. **TCS under Income Tax 1961 has been implemented with effect from 1<sup>st</sup> October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions**
  - i. Buyer shall be as per clause (a) of section 206C- (1H)
  - ii. Seller shall be as per clause (b) of section 206C- (1H)
  - iii. No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – V: Taxes and Duties

If Successful Bidder is falling under the purview of TCS then he has to submit a declaration in that respect along with relevant financial statements before the start of work or if bidder is falling under preview of TCS during the work in progress then bidder is compulsorily required to submit relevant financial statement in the beginning of the respective FY.

For TCS claim, vendor has to submit relevant documents required as per Income Tax Act.

17. Refer Annexure – 2 for BOCW Act & Cess Act.

### ANNEXURE-1

#### State wise GSTIN no.s of BHEL

Sl. No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

### ANNEXURE-2

#### BOCW Act & Cess Act

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

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.



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – V: Taxes and Duties

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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. 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.
6. 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.
7. 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.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also 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
9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – V: Taxes and Duties

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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.

10. 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.
11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at 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 deduct the applicable cess (1%) on the contract value and penalty ( if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12. 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.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Annexure I

<b><u>Specialist 's Joining Format</u></b>	
<b>Ref No-Work Order No.:-</b>	<b>WO Date:-</b>
<b>Credential Submitted by Agency (Date)-</b>	
<b>Date of Approval of Credential by BHEL Site:-</b>	
<b>Name of AGENCY:-</b>	
<b>Name Of Specialist 's:-</b>	
<b>AADHAR No.</b>	
<b>Email ID</b>	
<b>Blood Group</b>	
<b>Specialist Address (As per AADHAR Card)</b>	
<b>Mobile No.</b>	
<b>Emergency Contact No.</b>	
<b>Experience</b>	
<b>Date of Joining of Specialist 's at Site:-</b>	
<b>Remarks (If any)</b>	

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Annexure I

**Note: - Any other document, if required shall be submitted by Specialist's.**

**Declaration: - The information submitted here above is true in nature and I own the responsibility in case of any deviation.**

**Signature of Specialist**

**Name & Date: -**

**Distribution :**

- 1. Individual concerned**
- 2. Head (HR)/\_\_\_\_\_ Site**
- 3. HSE Dept., BHEL-PSWR Nagpur HQ**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VII: Annexure II

Format for Performance Monitoring														
Sl. No	Parameter of measurement	UOM	Weightage	Scale of Response						Score Obtain	Weightage Score (Score obtain * Weightage%)			Remark
				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 for Agency valuation/ monitoring)	N A	NA	NA	NA	NA	NA	NA	NA		Specialist X	Specialist Y	Specialist Z	
1	Delay in Mobilization / deployment of Specialist by the Agency	%	10	Beyond 50 days	45-50	40-45	36-40	31-35	Up to 30 days					
2	Conducting the Job Specific Training, On job training and other training	%	10	<20	20-40	41-60	61-70	71-90	91-100					
3	Periodic Inspection of PPEs, safety Equipments, T&Ps, illumination, First Aid Box, etc as per BHEL checklist and	%	10	<20	20-40	41-60	61-70	71-90	91-100					

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VII: Annexure II

	maintenance of records													
4	Conductance of Mock drills, fire drills as per Quarterly / Monthly HSE Activity plan	%	5	<20	20-40	41-60	61-70	71-90	91-100					
5	Coordination with medical Centre for Pre-job and regular health check-up of workers (actual vs required)	%	5	<20	20-40	41-60	61-70	71-90	91-100					
6	Preparation of monthly site HSE activity plan, cascading down the same to agencies and finally ensuring compliance of activities as per plan	%	5	<20	20-40	41-60	61-70	71-90	91-100					
7	Implementation of work permit system as per BHEL HSE plan, inspection of work area prior to start of work and all related documentation.	%	10	<20	20-40	41-60	61-70	71-90	91-100					
8	Organizing HSE promotion activities like tool box talk, pep talks, monthly HSE celebration, Periodic HSE Review, putting	%	10	<20	20-40	41-60	61-70	71-90	91-100					

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VII: Annexure II

	up educative posters and banners, organizing house-keeping drive, walk through by top officials, periodic health campest.													
9	Checking labour welfare measures both at site and at labour colony and monitoring compliances.	%	5	<20	20-40	41-60	61-70	71-90	91-100					
10	Managing environmental programs such as tree plantation, environmental impact assessments, waste disposal, storage and handling of chemicals, display of MSDS and ensuring legal compliance.	%	5	<20	20-40	41-60	61-70	71-90	91-100					
11	Conductance of HSE inspection on daily basis, recording and analysis of observations, categorization, reporting and following up closure of observations	%	6	<20	20-40	41-60	61-70	71-90	91-100					
12	Coordination of internal/externa	%	5	<20	20-40	41-60	61-70	71-90	91-100					

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VII: Annexure II

	I HSE audits, following up closure of audit observations													
13	Nos. of days of delay in submission of incident reports, investigation reports to HSE dept. BHEL HQ	No.	5	>8	7-8	5-6	3-4	1-2	0					
14	Conductance of risk assessment/haz ard spotting exercises, preparation JSA, HIRA, Method statement etc job requirement	%	3	<2 0	20- 40	41- 60	61- 70	71- 90	91- 100					
15	Administering first aid or CPR to victim, operating fire extinguishers and handling emergency situations	%	3	<2 0	20- 40	41- 60	61- 70	71- 90	91- 100					
16	Coordinating any other activity as required by BHEL in order to meet customer HSE requirements	%	3	<2 0	20- 40	41- 60	61- 70	71- 90	91- 100					
<b>Total</b>			<b>100</b>							--			--	--
<b>Total weighted Score Obtained (Max. Score:5)</b>			<b>5</b>										--	--
<b>filled by HEAD HSE site</b>										<b>Approved By CM/GM Site</b>				

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VII: Annexure II

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**Note: Methodology to calculate performance Monitoring of agency through Services provided by Specialist at site.**

1. BHEL official shall fill the mark in score obtained column considering the scale of response i.e. Marks from 0 to 5 may be filled by user under column “Score Obtained”.
2. Weighted Score (Score obtain x weighted%) shall be calculated automatically as mention.
3. Total of weighted same shall be consider as final marks out of Total Weighted Score obtained (Max. Score: 5).

**Following are the legends shall be followed for Performance monitoring of Agency through Services provided by Specialist at site.**

Above 4	Excellent
B/W 3-4	Good
B/W 2-3	Satisfactory
Below 2	Un Satisfactory