

**Name of Woks:** In house Training for strengthening the implementation of HSE Management systems (HSE-MS for ISO 14001:2015 & OHSAS 18001:2007) at BHEL, TRICHY.

**Tender No:** BHEL: WCM: TRAINING HSE-MS: EMS / 16.03.2016

**BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI-620 014  
WORKS CONTRACTS MANAGEMENT**

## NOTICE INVITING TENDER

1.	Tender Ref No:	BHEL:WCM:TRAINING HSE-MS:EMS / 16.03.2016
1.	Name of works	In house Training for strengthening the implementation of HSE Management systems (HSE-MS for ISO 14001:2015 & OHSAS 18001:2007) at BHEL, TRICHY.
2.	Location of work	HRDC Training Hall at BHEL, Trichy
3.	Period of contract	12 Months from the date of Award of Contract.
4.	Earnest Money Deposit	₹ 10,000/-
09.	Tender Document details	<p>A] Technical Bid</p> <p>Part-1A (Technical Bid-Qualifying Criteria) - 1 Page. Part-1B (Scope of Work &amp; Technical Terms and Conditions) - 1 Page. Part-1C (General Terms &amp; Conditions of Contract) - 7 Pages</p> <p>B] Price Bid</p> <p>Part-2 (Price bid) - 1 Page.</p>
5.	Place of Submission of Tender Document along with EMD	<b>Works Contracts Management (WCM) Building 53, First Floor, BHEL, High Pressure Boiler Plant, Trichy - 620 014</b>
6.	Last Date for Receipt of Tenders	<b>08.04.2016 / 14:00 Hrs.</b>
7.	Date of Techno Commercial Bid Opening	<b>08.04.2016 / 14:30 Hrs.</b>
8.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.

The Tender documents can be down loaded from BHEL website/ Govt. website. ([www.bhel.com / tenders.gov.in](http://www.bhel.com/tenders.gov.in))

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### INSTRUCTIONS TO THE TENDERERS

The covers should be addressed to SM/WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by 14.00 Hrs. on **08-04-2016** and the same are to be dropped in the Tender Box which is kept in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. Tenders will be opened by 14.30 (IST) on **08-04-2016** at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. BHEL is not responsible for any postal delay. Tender box is available in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

Bidder has to submit (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid) & (3) EMD draft in separate covers.

- a. The first envelope shall be contained DD for EMD, super scribed as EMD Cover for NIT / Enquiry No. **Offer without EMD will be rejected.**
- b. The second envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)
- c. The third envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above three envelopes shall be kept into one cover and sealed also super scribed the NIT/Enquiry No. The Techno Commercial Bid will be opened on 11-03-2016 at 14.30 Hrs. (IST).

**Note:**

1. The contract will be awarded for a period of 12 months from the date of ordering.
2. The rates shall be firm for the entire period of the contract.
3. If the Contractor is not able to provide the sufficient service/back outs as indicated in the bid, the contractor is liable for forfeiture of the EMD/Security deposit paid.
- 4. Evaluation of the offer shall be done on overall L1 basis.**
5. BHEL reserves the right to increase or decrease the tendered quantity.
6. Income Tax deduction at source as applicable in the IT Act from time to time and will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
7. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Service Tax, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
8. In case contract is not executed by any vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

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**PART-I (TECHNO COMMERCIAL BID)**

ANNEXURE-1A

**TECHNICAL BID (QUALIFYING CRITERIA)**

**A: Company Profile**

1.	Name of the Company	
2.	Address	
3.	Phone No.	
4.	E-mail Address	
5.	BHEL Vendor Code ( If any )	

**B: Qualifying Criteria:**

Sl. No.	Qualifying Criteria	DETAILS
1	<b>EMD DETAILS:</b> (EMD Amount : ₹ 10,000 /-) (Offer without EMD will be rejected.) (EMD will be waived off for SME/NSIC/SSI vendors upon verification.) ( Copy of valid Certificate to be enclosed)	AMOUNT: DD NO: DD DATE: ISSUING BANK :
2	Approval by “ <b>National Accreditation Board for Certification of Bodies</b> ” to conduct In -house Training Programs for <b>ISO 14001: 2015 and OHSAS 18001:2007</b> (Copy of approval to be attached )	
3	Experience in conducting Training programs for Auditors in ISO 14001 and OHSAS 18001 (HSE-MS) for last 7 years and minimum of 5 years’ experience in conducting of Third Party Audit in industries/organization (PSUs / limited / private or listed companies) in India in following sectors – like Engineering, Manufacturing, IT, process (Oil, gas and steel) and construction. However sister business units / divisions of the same corporate sector of the bidder shall not be considered as separate organisations. (Copy of Work order / Contract to be submitted by the bidder)	
4	Annual turnover of Rs.6 Crores or more, Profit earning and Positive Net worth during last 3 financial years. (2012-13 ,2013-14 & 2014-15 ) (Audited balance sheet and Accounts OR Acknowledgement for Filing Income Tax Returns for last 3 years to be attached.	
5	PAN Details (Document to be attached)	
6	Service Tax Registration No: (Document to be attached)	
7	Acceptance to Scope of Work (Annexure-1B), and General Terms & Conditions of Contract. ( Annexure-1C)	
		Contractor Signature
		Contractor Seal

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ANNEXURE-IB

**PART-I (TECHNO COMMERCIAL BID)**

Name of Vendor:

**SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS**

**PART-I (TECHNO COMMERCIAL BID)**

**A.Scope:** To train BHEL executives on HSE MS at BHEL, Trichy as listed below:

Sl.No	Title of the Training	Group	No. of programs	Duration (days) of each program	No. of participants / program
1	Identification of Aspect & its impacts, Hazards & its risks	Up to E2	2	1	20 (Total 40)
2	Internal HSE Auditors	Up to E5	1	3	20
3	Lead Auditors	Up to E7	1	5	20

**B.Training venue:** The Training Classes shall be conducted at HRDC Training Hall at BHEL, Trichy

**C. Course material:** Trainer shall provide two set of Training Materials to BHEL for further multiplication of the same to the participants

**D. Certificate:** The training agency shall issue a certificate to the participants on successful completion of the course.

Bidder shall quote for their charges which will include the travel expenditure up to Trichy & the applicable taxes and duties. Boarding, Lodging and local conveyance within Trichy will be provided by BHEL.

Contractor Signature

Contractor Seal

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ANNEXURE-IC

**Name of Vendor:**

### GENERAL TERMS & CONDITIONS OF CONTRACT

#### **1. Heading to the Contract Conditions:**

The heading to these conditions shall not affect the interpretations thereof.

#### **2. Work To Be Carried Out:**

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the contract. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

#### **3. Deviations:**

The contractor shall carry out any Scope of work as per instructions of BHEL official.

#### **4. Assignment of Transfer of Contract:**

The Contractor shall not, without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

#### **5. Sub-Contract:**

The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL.

#### **6. Compliance to Regulations and Bye-Laws:**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

#### **7. Security Deposit:**

(1) Security Deposit should be paid by the contractor. The Security Deposit rate will be as follows:

a)	Up to ₹ 10 Lakhs	10% of PO Value
b)	Above ₹ 10 Lakh & Up to ₹ 50 Lakhs	₹ 1 Lakh + 7.5% of the amount exceeding ₹ 10 Lakhs
c)	Above ₹ 50 Lakhs	₹ 4 Lakh + 5% of the amount exceeding ₹ 50 Lakhs

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The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit to a level of 50% of contract value before start of the work and the balance amount recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security Deposit may be furnished in anyone of the following terms:

- i) Cash.
- ii) Cash Deposit receipt, Pay Order, Demand Draft duly pledged in favour of BHEL.
- iii) Post Office cash certificate, National Savings. Certificates, Treasury Savings Deposit Certificates, National Plan Savings Certificates, 12 Years National Defence Certificates and 10 Years Defence Deposit certificates.
- iv) Fixed Deposit Receipt issued by State Bank of India / Nationalised Banks.
- v) Bank Guarantee shall be accepted to a value of 50% of the calculated Security Deposit amount only and 50% of Security Deposit shall be in anyone of the form as mentioned above from Sl. No. (I to VI).
- vi) The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

No interest shall be allowed on Security Deposit. BHEL shall not be responsible for any loss of securities due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest thereon.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall, within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

**(2) Security Deposit has to be deposited within 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".**

#### **8. Orders under the Contract:**

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

#### **09. Labour:**

1. The Contractor shall remain liable for the payment of all wages or other moneys to his work people or employees under the payment of Wages Act 1936.

Contractor Signature

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2. Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time
3. Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and to ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
4. Contractor to obtain license under CL(R&A) Act, 1970.
5. As per BHEL circular HR-Welfare circular dt 08.04.2014, the following additional wages per month has to be paid over and above minimum wages declared by Tamil Nadu Government to labours as:
  - a) Unskilled : Rs. 3200/
  - b) Semi-skilled : Rs. 3700/-
  - c) Skilled : Rs. 4100/-
6. The contractor should remit the salary/wages of their workmen only through Bank, directly to the salary/savings account of the employee concerned. Wherever the number of contract workmen employed by the contractor is more than ten and the contract period is more than one month, monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.

**10. Precautions against Risk:**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

**11. Laws Governing the Contract:**

The contract shall be governed by the Indian Laws for the time being in force.

**12. Cancellation of Contract for Corrupt Acts:**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

Contractor Signature

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b) enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**13. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall a rise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.

d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **AGM**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **AGM** or the same shall be recovered from the Contractor by other means.

In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **AGM** whose decision shall be final and conclusive.

e) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or conduct of any person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.

Contractor Signature

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**14. Cancellation of Contract In Part or Full for Contractor's Default:**

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **AGM** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:
- c) BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or c only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **AGM** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **AGM** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **AGM** whose decision shall be final and conclusive.

**16. Special Power to Termination:**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **AGM** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

**17. Submission and Processing Of Bills:**

**Payment of Bills:**

1. 100% payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Engineer.

**18. Recovery from Contractor:**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

Contractor Signature

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**19. Refund of Security Deposit:**

The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

**20. Force Majeure Clause:**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc. ) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence there for neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Manager /Stores/Valves subject to prompt notification by the contractor.

**21. Arbitration:**

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the respective area **AGM** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officer of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

**22. Signing Of Contract:**

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the person so signing. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

Contractor Signature

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**23. LIQUIDATED DAMAGES (LD)/PENALTY:**

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule,

- a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.
- b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

**24. FRAUD PREVENTION POLICY**

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

**25. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

**26. RISK PURCHASE:**

a) In the event of any successful Tenderer’s failure to fulfill any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

Contractor Signature

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**PART-II (PRICE BID)**

**ANNEXURE-II**

Sl. No (A)	Title of the Training (B)	Duration of each program (Days) (C)	Quantity (No. of programs) (D)	Rate per Unit (₹/ Program) (E)	Total (F=D*E) (₹)
1	Identification of Aspect & its impacts, Hazards & its risks Group- Up to E2	1	2		
2	Internal HSE Auditors Group- Up to E5	3	1		
3	Lead Auditors Group – Up to E7	5	1		
<b>Offer value ( Excluding service Tax ) ( ₹ )</b>					
<b>Service Tax@.....%</b>					
<b>Offer Value ( Including Service Tax)</b>					

**Note:**

1. Bidder shall quote for their charges which will include the Travel Expenditure up to Trichy. Boarding, Lodging and local conveyance within Trichy will be provided by BHEL.
2. Rates should be inclusive of all other charges excluding service Tax. Service Tax to be quoted separately.

Contractor Signature

Contractor Seal