

TENDER SPECIFICATION

No. BHE/PW/PUR/WR-HSE/1402

FOR

RATE CONTRACT FOR PROVIDING HSE SERVICES (i.e. QUALIFIED HSE OFFICERS) AT VARIOUS ERECTION SITES OF BHEL POWER SECTOR
WESTERN REGION

TECHNICAL BID - VOLUME- I

TENDER SPECIFICATIONS CONSISTS OF:

- Notice Inviting Tender
- Volume 1 A - Technical Conditions of Contract,
- Volume 1 B - Special conditions of Contract,
- Volume 1 C - General conditions of Contract
- Volume 1 D - Forms & Procedures



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345-KINGSWAY, NAGPUR-440 001

CONTENTS		
Volume No	Description	files titled
NIL	Tender Specification Issue Details	(Part of Vol-IA-)
NIL	Notice Inviting Tender	(Part of Vol-IA-)
I-A	Technical Conditions of Contract	Vol-IA-
I-B	Special conditions of Contract	<u>VOL-I-BCD</u>
I-C	General Conditions of Contract	<u>VOL-I-BCD</u>
I-D	Forms & Procedures	<u>VOL-I-BCD</u>
III	Price Bid Specification	Vol-II-

Tender Specification Issue Details

Tender Specification No: BHE/PW/PUR/WR-HSE/1402

NAME OF THE WORK: RATE CONTRACT FOR PROVIDING HSE SERVICES (I.E. QUALIFIED HSE OFFICERS) AT VARIOUS ERECTION SITES OF BHEL POWER SECTOR WESTERN REGION.

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

Addl. GENERAL MANAGER (Purchase)
Place: Nagpur
Date :

1402

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : **BHE/PW/PUR/WR-HSE/1402**

Page 4 of 26

Ref: **BHE/PW/PUR/WR-HSE/1402**

DT: 30/01/2015

To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders 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

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHE/PW/PUR/WR-HSE/1402	
ii	Broad Scope of job	Rate Contract for Providing HSE Services (i.e. Qualified HSE Officers) at Various Erection Sites of BHEL Power Sector Western Region	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	Applicable
d	Volume-ID	<i>Forms and Procedures</i>	Applicable
e	Volume-II	<i>Price Schedule (Absolute value).</i>	Applicable
iv	Issue of Tender Documents	<p>1. Sale from BHEL PS Regional office at :Nagpur Start : 30/01/ 2015 Closes: 09/02/2015 , Time :18.00 Hrs</p> <p>2. From BHEL website (www.bhel.com) Tender documents can however be downloaded from website till due date of submission</p>	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 10 /02 /2015 , Time : 15.00Hrs Place : BHEL NAGPUR	Applicable
vi	OPENING OF TENDER	1 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender	Applicable
vii	EMD AMOUNT	Rs 1,00,000/- (Rupees One Lakh Only)	Applicable
viii	COST OF TENDER	Rs. 2000/-	Applicable

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : **BHE/PW/PUR/WR-HSE/1402**

Page 5 of 26

ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: At least 5 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below Mr .Nirmal P.G (nirmalpg@bhhelpswr.co.in) Mr Pratish Gee Varghese (pgv@bhhelpswr.co.in)</i>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	<i>Date : Not applicable.</i>	<i>Not Applicable.</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<i>Not Applicable</i>	<i>Not Applicable</i>
xii	Latest updates	<i>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information</i>	<i>Applicable</i>

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** 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/COST of TENDER)' 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.

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : **BHE/PW/PUR/WR-HSE/1402**

Page 6 of 26

(All pages to be signed and stamped)

Sl no	Description	Remarks
	Part-I A	
	<p><u>ENVELOPE – I superscribed as :</u> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: <ol style="list-style-type: none"> a. In case of any deviation, the same should be submitted separately for technical & 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. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ol style="list-style-type: none"> i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender 	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
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 : <u>Technical</u> 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.	
	PART-I B	
	<p><u>ENVELOPE – II superscribed as:</u> PART-I (EMD/COST of TENDER)</p>	

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : **BHE/PW/PUR/WR-HSE/1402**

Page 7 of 26

	<p>TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>	
PART-II		
PRICE BID consisting of the following shall be enclosed		
	<p>ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING</p>	
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)	
OUTER COVER		
	<p>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:</p>	
i	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ Envelopes III 	

SPECIAL NOTE : All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

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.

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : **BHE/PW/PUR/WR-HSE/1402**

Page 8 of 26

- 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, 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.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 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 authorised 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 **red months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : **BHE/PW/PUR/WR-HSE/1402**

Page 9 of 26

- 19.0 BHEL reserves the right to decide the successful bidder on the basis of **Reverse Auction process**. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.
- However, if **reverse auction process** is unsuccessful as defined in the **RA rules/procedures**, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 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 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 24.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 25.0 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:
1. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 2. Notice Inviting Tender (NIT)
 3. Price Bid
 4. Technical Conditions of Contract (TCC)—Volume-1A
 5. Special Conditions of Contract (SCC) —Volume-1B
 6. General Conditions of Contract (GCC) —Volume-1C
 7. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD

AGM/Purchase

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List .
03. Annexure -4: Important Information
04. Other Tender documents as per this NIT.

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : **BHE/PW/PUR/WR-HSE/1402**

Page 10 of 26

ANNEXURE - 1

PRE QUALIFYING REQUIREMENTS

JOB	RATE CONTRACT FOR PROVIDING HSE SERVICES (I.E. QUALIFIED HSE OFFICERS) AT VARIOUS ERECTION SITES OF BHEL POWER SECTOR WESTERN REGION.
TENDER NO	BHE/PW/PUR/WR-HSE/1402

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	
B	<p><u>Technical</u> <u>Bidder must have achieved any of the following in last seven years (Applicable for B.1.1 to B .1.4) as on the latest date of offer submission:</u></p> <p>B.1.1) Bidder must have provided services of <u>Safety Engineers</u> at construction / Erection projects in any power plant/industry for atleast 85 Man months or a cumulative value of Rs 18 Lakhs in a span of One year (consecutive 12 months).</p> <p style="text-align: center;">OR</p> <p>B.1.2) Bidder must have provided services of <u>Safety Engineers</u> at construction / Erection projects in any power plant/industry for atleast 85 Man months or atleast value of Rs 18 Lakhs against one (01) Work order.</p> <p style="text-align: center;">OR</p> <p>B.1.3) Bidder must have provided services of <u>Safety Engineers</u> at construction / Erection projects in any power plant/industry against 2 work orders each for atleast 53 Man months or each of value of Rs 11.3 Lakhs or above.</p> <p style="text-align: center;">OR</p> <p>B.1.4) Bidder must have provided services of <u>Safety Engineers</u> at construction / Erection projects in any</p>	APPLICABLE	

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : **BHE/PW/PUR/WR-HSE/1402**

Page 11 of 26

	<p>power plant/industry against 3 work orders each for atleast 43 Man months or each of Rs. 9 Lakhs or above.</p> <p align="center">OR</p> <p>B.1.5) Bidder must have provided services of Safety Engineers for erection/ construction work at a power /industry project for BHEL against a BHEL awarded rate contract for HSE service for any period during last 3 years as on last due date of offers submission</p>		
C.1	<p>Financial</p> <p>TURNOVER Bidders must have achieved an average annual financial turnover (Audited) of Rs 13.5 Lakhs or more over last three Financial Years (FY) i.e. 2011-12, 2012-13,2013-14.</p>	APPLICABLE	
C.2	<p>NETWORTH (only in case of Companies)</p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</p>	APPLICABLE	
C.3	<p>PROFIT</p> <p>Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.</p>	APPLICABLE	
D	Integrity Pact	NOT APPLICABLE	
E	<p>Approval of Customer (if applicable) Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. Price bid of only those bidders shall be opened who are approved by customer.</p>	NOT APPLICABLE	
F	Consortium criteria (if applicable)	NOT APPLICABLE	
<p>Explanatory Notes for QR 'A'</p> <ol style="list-style-type: none"> Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures 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 i.e total divided by three. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during 			

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : **BHE/PW/PUR/WR-HSE/1402**

Page 12 of 26

	<p>any one of the three financial years as in C-1 above</p> <p>5. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission</p> <p>6. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed</p> <p>7. The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution (completion of contract/work) and indexed upto two months prior to bid opening month.</p>
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BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER along with copies of Work Orders, Work Completion certificates, Audited profit and Loss Account for the last three years and other related documents as per PQR & tender specification.

BIDDER MUST SIGN & STAMP ALL PAGES OF TECHNICAL BID- VOL-I AND SUBMIT IT WITH THEIR OFFER AS A PART OF TECHNICAL BID.

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : **BHE/PW/PUR/WR-HSE/1402**

Page 13 of 26

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	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Please tick (✓) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (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 submitted	Applicable	YES/NO
8	Copy of PAN Card submitted	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
10	Integrity Pact	Not Applicable	YES/NO
11	Declaration by Authorised Signatory submitted	Applicable	YES/NO
12	No Deviation Certificate submitted	Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions submitted	Applicable	YES/NO
14	Declaration for relation in BHEL submitted	Applicable	YES/NO
15	Non Disclosure Certificate submitted	Applicable	YES/NO
16	Bank Account Details for E-Payment submitted	Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Not Applicable	YES/NO
18	Tie Ups / Consortium Agreement against this tender	Not Applicable	-----
19	Power of Attorney for Submission of Tender/Signing Contract Agreement submitted	Applicable	YES/NO
20	Analysis of Unit rates submitted	Not Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE - 3

IMPORTANT INFORMATION

1. **The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification -> List of Banned Firms)**
2. All Statutory Requirements as applicable for this project shall be complied with.
3. Please take note of following Revised Tender Clauses:
 - i. General conditions of Contract: Clause No 2.8.3, 2.8.4 and 2.8.5 .
5. **The following Clauses as per General Conditions of Contract shall not be applicable for this contract.**
 - a) **Price Variation Compensation is not applicable. (Clause no.2.17)**
 - b) **Overrun Compensation shall not be applicable. (Clause no.2.12)**
 - c) **Interest bearing advance shall not be paid for this contract (Clause no.2.13).**
 - d) **Quantity Variation Compensation is not applicable (Clause no.2.14) .**
 - e) **Retention Amount shall not be applicable (Clause no.2.22).**
 - f) **Performance Guarantee for Workmanship (Clause no.2.24).**

6. 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 is given in Annexure V of NIT:

- 6.1. Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).
- 6.2. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : **BHE/PW/PUR/WR-HSE/1402**

Page 15 of 26

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be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

- 6.3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 6.4. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 6.5. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 6.6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 6.7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 6.8. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 6.9. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 6.10. Reverse auction will be conducted on scheduled date & time.
- 6.11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 6.12. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 6.13. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 6.14. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.

**BHEL PSWR
Notice Inviting Tender**

Tender Specification No : **BHE/PW/PUR/WR-HSE/1402**

Page 16 of 26

- 6.15. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 6.16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 6.17. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter - II: Scope of Works and Technical Specifications

1.0	Project Information
1.1	<p>INTROUCTION</p> <p>BHARAT HEAVY ELECTRICALS LIMITED (BHEL) IS GOVERNMENT OF INDIA UNDERTAKING “A MAHARATHNA COMPANY” AMONGST PUBLIC SECTOR COMPANIES IN INDIA. BHEL IS ONE OF THE LARGEST PSU IN THE FIELD OF ENGINEERING, DESIGN, MANUFACTURING, SUPPLYING AND ERICION & COMMISSIONING OF POWER PLANTS IN THE COUNTRY AND ABROAD.</p> <p>INTENT OF THIS TENDER IS TO FINALIZE A RATE CONTRACT FOR PROVIDING THE SERVICES OF QUALIFIED HSE OFFICERS AT VARIOUS ONGOING AND FORTH-COMING POWER PROJECTS OF BHEL POWER SECTOR WESTERN REGION.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works and Technical Specifications

The intent of specification is to provide services for HSE Officers at minimum 27 sites under BHEL PSWR **for 213 Man months**. BHEL PSWR reserves the right to increase or decrease the number of sites for deputation of HSE Officers at its discretion.

1. Qualification of HSE Officer

HSE Officers must have

- A. Graduation in Bachelor of Science with full time diploma in Industrial HSE with construction HSE as one of the subjects.

OR

- B. Degree or Diploma in Engineering with full time diploma in Industrial HSE with construction HSE as one of the subjects.

OR

- C. As Prescribed under Chapter IV, Section 40B of “The Factories Act, 1948”.

2. Experience of HSE Officer

HSE Officers must have experience as prescribed by the Government of State in which he is deputed and as per the Factories Act, 1948.

3. Scope of Work

The Scope of Work includes following but not limited to

8. To carry out all routine works as prescribed in “The Factories Act, 1948, BOCW Act 1996, The Govt. of State in which HSE Officers is deputed “ and the notification/Amendments issued by these from time to time.
9. Carry out HSE inspection of Work Area, Work Method, Men, Machine & Material, P&M and other tools and tackles.
10. Highlight the requirements of HSE through Tool-box / other meetings.
11. Conduct investigation of all incident/dangerous occurrences & recommend appropriate HSE measures.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works and Technical Specifications

12. Advice & co-ordinate for implementation of HSE permit systems, OCPs (operational control procedures) etc...
13. Organize HSE meeting & minute the proceeding for circulation & follow-up action.
14. Plan procurement of PPE & HSE devices and inspect their healthiness.
15. Report to PSWR, HQ on all matters pertaining to status of HSE and promotional program at site level.
16. Facilitate screening of workmen and HSE induction.
17. Conduct fire Drill and facilitate emergency preparedness.
18. Design campaigns, competitions & other special emphasis programs to promote HSE in the workplace.
19. Apprise PSWR on HSE related problems.
20. Notify BHEL site personnel for non-conformance of HSE norms observed during site visits / site inspections.
21. Recommend to Site In charge, immediate discontinuance of work until rectification, of such situations warranting immediate action in view of imminent danger to life or property or environment.
22. To decline acceptance of such PPE / HSE equipment that do not confirm to specified requirements.
23. Encourage raising Near Miss Report on HSE along with, improvement initiatives on HSE.
24. Shall work as interface between various agencies such as customer, package-in-charges, and sub agencies on HSE matters.
18. Must fulfill HSE requirements of BHEL engineer or customer specific requirement.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works and Technical Specifications

4. Accommodation, Conveyance & Meal at various project sites in PSWR

4.1 Bachelors' accommodation shall be provided free of cost to the individuals posted at site. For meals, Individual has to pay for the same at BHEL Canteens at Site or Accommodation area (nearby the site).

4.2 The local conveyance shall be provided free of cost on sharing basis from the place of residence to site and back.

4.3 No Separate Meal Allowance is admissible.

5. Quarterly HSE Audit.

Every three months a HSE expert will be deputed by agency at each site. The following points are mandatory regarding Quarterly Audit.

5.1 Every Three Months after agency has to depute HSE expert at site for carrying out the HSE Audit for ensuring the implementation of work as indicated above.

5.2 If concern agency fails to conduct Quarterly HSE audit within One Month from prescribed schedule then amount from running bill equal to one month per HSE Officer of respective site will be deducted.

5.3 No extra Payment is admissible for conducting above mentioned audit.

5.4 Hotel / Guest house accommodation and local conveyance at the site will be provided free of charge by BHEL for the deputed expert.

5.5 The Traveling charge of the expert for Quarterly HSE Audit will be reimbursed at a flat rate of 2nd AC Train fare by Shortest Route.

5.6 In case of Tatkal Railway Ticket, The traveling charges will be reimbursed by BHEL on production of train ticket in original limited to 2nd AC train fare plus applicable tatkal charges in shortest train route.

6. Terms of Payments

- a. Bills duly certified by the agency are to be submitted to construction manager, BHEL site office with copies of certified attendance sheets of concern HSE Person by 10th of every month.
- b. Bills must include attendance sheet of depute HSE persons which sign/certified by site through concern dept. representative.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works and Technical Specifications

- c. The applicable TDS shall be deducted as per the existing provisions of the law in force.
- d. BHEL has switched to payment through Electronic Fund Transfer (EFT)/RGITS. Thus, the following details are to be furnished by you pertaining to your Bank Accounts where proceeds will be transferred through our Banker :
 - i. Name of the Agency
 - ii. Name of Bank
 - iii. Name of Bank Branch & Branch Code
 - iv. City of Bank Branch
 - v. Account Number
 - vi. Account Type
 - vii. IFSC Code of the Bank Branch
 - viii. MICR Code of the Bank Branch.

7. Other conditions:

1. Normal working hours will be as adopted by BHEL at sites. However based on the requirements at the projects the individual may be required to stay for long hours to meet the project schedule.
2. No extra payment shall be payable for the stay beyond normal working hours at sites. However compensatory off can be availed within the contract period calculating the total hours but subject to approval by the BHEL Site in Charge.
3. Similarly working on Holidays declared by BHEL site office can also be compensated by availing compensatory off with the prior approval of respective BHEL Site in Charge.
4. In addition to weekly holidays and holidays declared by BHEL site office, 12 days of leave in one year (one day per month) can be availed in a single spell / more with the approval of BHEL Site in Charge.
5. For absence beyond the holidays and eligible leave, charges will be deducted proportionally at the rate of 1/26th of monthly lump sum amount per day of absence.
6. It is expected to post the person and make him available at respective sites immediately on intimation by BHEL. In any case posting should be effected within fifteen days.
7. We are interested in entering into the rate contract with the lowest bidder. More agencies may be considered who can match the lowest quoted price. However 50% of requirements may be offered to successful L1 Bidder and remaining may be shared by other Bidders who might agree to provide services at the approved L1 rate.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works and Technical Specifications

8. The above terms are not exhaustive and shall be governed by General terms & conditions of Contract (GCC ie Volume- BCD) of BHEL which is part of technical bid.

8.0 TAXES, DUTIES, LEVIES (Consolidated Rev 03 dated 09/04/2013)

8.1. For All types of works excepting works covered under sl no 8.2

8.1.1

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding Service Tax and Value Added Tax (VAT) on output services and goods shall be as per following clauses.

8.1.2 Service Tax & Cess on Service Tax

Contractor's price/rates shall be exclusive of Service Tax and Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate (presently 12.36 %) on the admitted bill value.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Service Tax and Cess Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,

1. The name, address and the registration number of the contractor,
2. The name and address of the party receiving taxable service,
3. Description, classification and value of taxable service provided and,
4. The service tax payable thereon.

All the Four conditions shall be fulfilled in the invoice before release of service tax payment.

Wherever, more than one route/option are available for discharge of service tax liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works and Technical Specifications

8.1.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT)/CST on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be inclusive of the same and in no case input or output VAT/CST will be reimbursed extra.

In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. Contractor will submit all the details of VAT/CST paid for the contract in the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

Deduction of tax at source shall be made as per the provisions of law and is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made.

Further, if BHEL, at the instance of customer or otherwise adopts the specific route for discharging output VAT liability itself, benefit of the reduction in liability of the contractor will be passed on to BHEL.

In case, BHEL is forced to pay any VAT liability on behalf of contractor, the same will be recovered from contractor's bill or otherwise as deemed fit

8.2 — 'Enabling Works'

~~The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. (i.e. rates quoted by bidder shall be inclusive of Service Tax, VAT/WCT and all other taxes and duties)~~

~~However, Since the proposed work is in the nature of 'Works Contract service' as per Service tax law, Hence, For non-corporate contractors being Individual, HUF, Proprietary Firm, Partnership Firm or Association of Persons (AOP), BHEL shall recover the applicable Service Tax under reverse charge mechanism from the contractor and remit the same with the Government as per the provisions of Law. Necessary advice/confirmation of remittance shall be issued to the contractor. The contractor shall not be eligible for any refund/reimbursement of such service tax from BHEL. It shall be the responsibility of the contractor to submit proper invoice giving all the requisite details as per Service Tax Law for the determination of the service tax liability of BHEL under reverse charge mechanism. BHEL reserves the right to determine such liability based on the invoice submitted by the contractor or otherwise independently and remittance of the same with the Government.~~

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works and Technical Specifications

8.3 New Taxes/Levies

In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

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

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

09. INSURANCE:

09.01

It is the entire responsibility of the agency to insure his workmen against accident and injury while at work as required by the relevant rules and to pay compensation, if any, to their workmen as per workmen's compensation act. The agency has also to insure his staff against accident/injury. The agency has to take insurance cover for his tools and plants, assets etc.

09.02

These insurance covers have to be taken prior to start of his work at the subject project and he shall make available the Policy to BHEL Site in-charge for necessary verification before commencement of work. However, irrespective of such verification/acceptance, the sole responsibility to maintain adequate insurance cover for his workmen, T&P, assets etc. at all times during the period of contract shall lie with the agency. Regarding the aforesaid insurance cover, the agency shall directly deal with the Insurance Company for all matters regarding the insurance in his scope.

10. Security Deposit (SD)

Security deposit as per GCC shall be deposited by the bidder before start of work. Refer Cl no-1.10 of GCC

11. MODE OF OPERATION OF THIS RATE CONTRACT

The work will be awarded to bidders as per the broad mechanism of operation of Rate Contract will be as follow.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - II: Scope of Works and Technical Specifications

11.1 All the bidder shall quote the Lump sum Rate per month per HSE Officer excluding Service Tax as per Price Bid.

11.2 This rate contract shall be operated on the Lowest Rate quoted amongst all the bidders (i.e. ON Only L-1 Rate).

11.3 L1 Bidder can submit the data regarding maximum HSE Officer provided within a time within a month.

11.4 In case BHEL desire to carry out negotiation with L-1 bidder (Lowest Bidder) then negotiated L-1 rate shall be considered for operation of this rate contract.

11.5 Other bidders L-2 onwards (i.e. other than L1 bidder) will be given opportunity to match the L-1 price. Bidders who have given acceptance to L-1 price will be considered for award of work on rotation basis. L-1 Vendor shall be given major quantity (say 2/3rd quantity or more)

11.6 BHEL reserves all rights to operate this rate contract as per our discretion.

12.0 THIS RATE CONTRACT SHALL BE VALID FOR A PERIOD OF ONE YEAR FROM THE DATE OF OFFER SUBMISSION. THE VALIDITY OF THE CONTRACT CAN BE EXTENDED FOR A MAXIMUM PERIOD OF THREE MONTHS ON EXISTING RATES, TERMS & CONDITIONS.