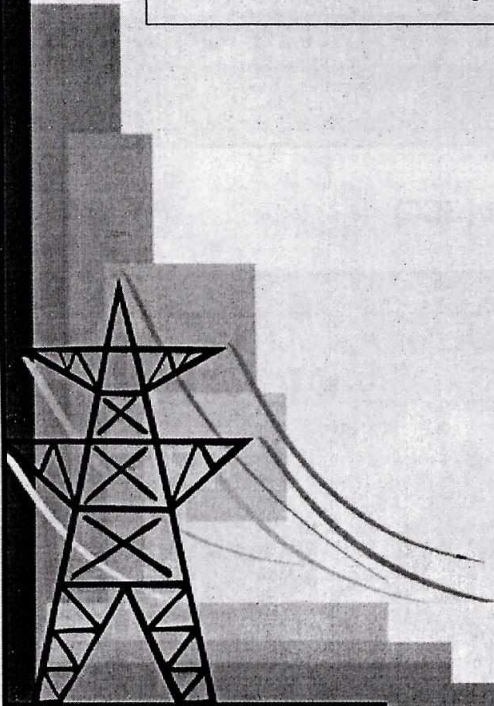




TENDER SPECIFICATION

Engaging External Agency for Training & Certification on 5S

Tender Specification No:	HYQA/5S/2022/001
Tender Issue Date :	24-06-2022
Last Date for Receipt of Duly Filled Tender :	04-07-2022
Time for Submission	11.00 AM
Technical Bid Opening time	2.00PM at Vendor Complex



Bharat Heavy Electricals Limited

Signature

Signature

Signature

(A Government of India Undertaking)

Engaging External Agency for Training & Certification on 5S.

MAIN INDEX

Section	Contents
Section I	Qualification and eligibility requirements
Section II	General Requirements
Section III	Instruction to Bidders (ITB)
Section IV	General Conditions of Contract (GCC)
Section V	Annexures (I to VII)

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SECTION-I

QUALIFICATION AND ELIGIBILITY REQUIREMENTS

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Clause No.	Contents
1.1	General
1.2	Minimum Qualifying Requirements

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Clause No	Contents
1.1	GENERAL
1.1.1	The bidder organization shall have well established documented 5S Training & Assessment System (Including Audit checklists, Tools, Implementation action plan, Posters, Training module etc.). Bidder shall have experience of conducting certification & training through this system..
1.1.2	The bidder shall have sound organization capable of meeting BHEL's requirements for 5S training, Implementation & Certification with high degree of Quality and timeliness.

Clause No	Contents
1.2	MINIMUM QUALIFYING REQUIREMENT
1.2.1	Bidder shall have experience in conducting 5S Certification/ Surveillance/ Recertification & training for last 05 financial years (ending on latest due date of Bid submission) in Industries/ Organization (PSUs/limited/private or Listed Companies) in India in the following sectors - Manufacturing, Engineering, IT & offices without any gap of not more than 2 years in any of the 5S activities (audit or training). However, Sister Business Units/ Divisions of same Corporate sector shall not be considered as separate organizations. Evidence of 05 years of experience to be submitted
1.2.1.1	Bidder shall have certified at least 5 such Industries/ (at least 2 manufacturing industries) Organization in last 5 financial years Evidence in the form of Work order/ Contract & copy of 5S certificate issued or any other relevant documents to be submitted by the Bidder.
1.2.1.2	BHEL reserves right to conduct reverse auction. RA guidelines are as per Annexure-VI
1.2.2	Bidder shall have an average minimum turnover of Rs 7.5 lacs for last 3 financial years ending on 31.3.22. The bidder shall have earned profit in any one year during the last 3 financial years ending on 31.3.22 and shall have positive net worth as on 31.3.22 Audited balance sheet and account for last 3 years to be submitted by the bidder.
1.2.3	Bidder shall at least have 2 offices across India preferably in 2 zones (North & South). Commercial Lease deed/rent agreement of office space to be submitted by the bidder.
1.2.4	Bidder shall at least have 06 nos. of 5S auditors/ trainers Evidence on individual auditor/trainer experience / certificate shall be submitted.
1.2.4.1	Auditor/ Trainer shall have conducted minimum 60 audit/training man days for 5S audits/ training in last 5 years Experience certificate/Undertaking with audit/training man-days to be submitted by the bidder.
1.2.5	Bidder shall submit relevant supporting documents for each criterion.
1.2.6	Consortium Bidding/ JV/Franchisee/ Proprietorship/Partnership is not permitted.

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SECTION II

GENERAL REQUIREMENTS

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Clause No.	Contents
2.1	Introduction
2.2	Scope of work

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Clause No		Contents
2.1		Introduction
		Bharat Heavy Electricals Limited (BHEL), a Public Sector Undertaking, is one of the largest Engineering & Manufacturing organizations in Power generation, Transmission, Distribution, Transportation and Infrastructure Industry Sectors occupying a predominant position in domestic as well as global map. In such a global competitive scenario, 5S Implementation & certification is considered necessary for overall growth of the organisation. For this purpose, through this Tender, it is proposed to empanel a Certification Agency for conducting training, implementation, Certification as per 5S, the services of which will be used by various BHEL Units / Divisions as per Annexure I. In addition to the list of Units given in Annexure - I, some more units/ divisions may be added and the terms and conditions of the contract for the additional Units shall remain same.
Clause No		Contents
2.2		SCOPE OF WORK
2.2.1		Bidder shall provide services for training & Certification on 5S for different BHEL units/division (as per Annexure – I) as and when required.
	2.2.1.1	Surveillance audits must be carried out once every year ensuring that there is no discontinuity in certification. Bidder shall ensure that the visits for training & Certification audits or related activities are performed on the mutually agreed dates with BHEL.
	2.2.1.2	The estimated total no. of man days required for training / assessment/ certification is 100 with +/- 10% variation. The break-up of training / certification audits man-days is as follows: Training for trainers: 12 Man-days (4 training programs covering 25 participant's in each program) Certification audits: 88 man-days for 8 BHEL units (including gap audit, certification audit & Surveillance audit man-days) The above figures are based on current needs which may change with due course of time. Refer Annexure- 1 for BHEL Units.
	2.2.1.3	Bidder shall quote per man-day rate which must include Training/ Assessment cum Certification charges inclusive of certification cost
2.2.2		Bidder shall conduct Training & certification audit in case any new unit/division comes up which is not indicated in the list of units as provided in Annexure - 1. The man-day rate will be the same and the number of man days will be mutually agreed upon.
2.2.3		Bidder shall issue a certificate of conformity to the auditee on satisfactory completion of the certification assessment. Bidder shall provide Certificate in English
2.2.4		During audit, in case of Non-conformance to 5S systems, bidder shall submit complete reports enlisting the details of OFIs (Opportunities for Improvement), if applicable to the concerned unit/division within 15 days of completion of audit.
2.2.5		Bidder shall ensure the use of professional assessors/ trainers with sufficient

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		experience on the business & product similar to BHEL.
2.2.6		Bidder shall provide the soft and hard copy of training course material to all the participants in the training programs
2.2.7		For training on 5S, Bidder shall issue a certificate for participants as applicable; Certificate of achievement/ Certificate of attendance). Bidder shall provide certificate in English
2.2.8		In case of any addition of auditors/ trainers for BHEL, bidder shall comply the requirement of clause 1.2.4 of Minimum Qualification and experience of auditor/ trainer with approval of BHEL at least 15 days before deployment
2.2.9		Any extra man days required for follow up visit or review and closure of OFI's if any will be chargeable at the same man-day rates
2.2.10		Travel expenses will be at actual (limited to 2nd AC rail fare) & will be borne by BHEL against submission of relevant documents. BHEL will arrange for Boarding and Lodging (BHEL guest house wherever applicable) for the auditors/ trainers. Local conveyance based on actuals will be reimbursed.
2.2.11		Bidder shall not off-load either full or part of the work, assigned by BHEL.
2.2.12		On finalization of Contract, list of Auditors/ trainers shall be furnished by Bidder to BHEL. The information regarding addition/ deletion of Auditors/ trainers shall be furnished to BHEL every three months
2.3		BHEL reserves the right to add, delete or modify above general requirements at their discretion.

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SECTION III

INSTRUCTION TO BIDDERS (ITB)

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Clause No.	Contents
3.1	Instruction to Bidders
3.2	Bid Document
3.3	Preparation of Bids
3.4	Submission of Bids
3.5	Bid Opening and Evaluation
3.6	Award of Contract

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Clause No	Contents
3.1	INSTRUCTION TO BIDDERS (ITB)
3.1.1	Sealed bids are invited by BHEL –HPEP, Hyderabad Division on behalf of BHEL for Contract with External Agency from qualified bidders.
3.1.2	Scope of work shall be as per Section- II.
3.1.3	The bidder should fulfil the minimum qualifying requirements as stipulated in Section -1
3.1.4	BHEL reserves right to ask any additional information.
3.1.5	Notwithstanding anything stated above BHEL reserves the right to carry out physical verification of infra-structural facilities to assess bidder capability and capacity to perform the work. In case, any deficiency/ discrepancy is noticed at any point of time between the documents submitted and the physical verification, the bid is liable to be rejected/ contract is liable to be cancelled.
3.1.6	The bidder has to quote as per the price Format (As per Annexure-VIII) of the specifications. The bidder who has submitted prices in any other form shall be rejected.
3.1.7	Bid must be submitted in two separate sealed envelopes Part-A and Part-B. First envelope (Part-A) shall contain techno – commercial offer and un-priced bid. The second sealed envelope (Part- B) shall contain price bid only. Price bid of only those prospective bidders shall be opened who are found techno – commercially acceptable. Price bid with any conditions is liable to be rejected.
3.1.8	The bidder shall assure that all the information/ documents furnished by the bidder for the bid are true to the best of their knowledge and belief. In case they are found to be untrue or false, the bid submitted by the bidder or the contract awarded to him in the event of acceptance of the bid, shall be liable to be cancelled/ withdrawn without any notice or compensation.
3.1.9	Tenders received late under any condition shall be rejected.
3.1.10	BHEL reserves the right to extend due date and time for issuance of bid documents and the due date and time for submission and / or opening of bids which shall be suitably intimated to concerned bidders.
3.1.11	Notwithstanding anything stated above BHEL reserves the right to reject any or all bids or cancel / withdraw the invitation for bids without assigning any reason there off and in such cases no bidder shall have any claim arising out of such action.

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Clause No		Contents
3.2		BID DOCUMENT
3.2.1		CONTENTS OF BID DOCUMENT
	3.2.1.1	Bid Sections
	3.2.1.2	The Bidder is expected to examine all instructions, terms and conditions, specifications, Forms and other information in the Bid document. Failure to furnish all information required by Bid- documents or submission of a bid not substantially responsive to the bid document will be at bidder's risk and may result in rejection of bid.
3.2.2		CLARIFICATION OF BID DOCUMENT
	3.2.2.1	The Bidder is required to carefully examine the Bidding document and fully inform himself as to all the conditions and matters, which may in any way affect the performance of the contract or cost thereof. If any Bidder finds discrepancies or omissions in the document or is in doubt as to the true meaning of any part, he may notify to the concerned BHEL official in writing or by fax/email. BHEL will respond in writing or by email to any request for clarification of the Bid document, which he receives earlier than Seven (7) days prior to submission of bids. All such interpretations and clarifications shall form part of the Bid document and accompany the Bidders proposal.
	3.2.2.2	Verbal clarifications and information given by any employee(s) of BHEL shall not in any way be binding on BHEL.
3.2.3		AMENDMENT TO TENDER DOCUMENT
	3.2.3.1	BHEL reserves the right to issue amendments, clarifications to the Tender Document to all the bidders who have received the Tender Document, giving reasonable time prior to bid opening. Such amendment / clarifications etc. shall be given due consideration by the bidders while they submit the Bids and invariably enclose such documents as a part of the bid.
3.3		PREPARATION OF BIDS
3.3.1		LANGUAGE OF BID
	3.3.1.1	The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in English.
3.3.2		DOCUMENT COMPRISING THE BID
		Bid submitted by the Bidder shall comprise of the following. a) Particulars of Trainers / Auditors and Bio-Data to be enclosed with support documents as Per Section-I b) Un-priced bid c) Price schedule duly completed by the Bidder.

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Clause No	Contents
3.3.3	PRICE BID: Bidder shall quote price as follows:
3.3.3.1	Training to trainers: Per Training rate in rupees Assessment & Surveillance Audit: Per Man Day rate in rupees 5S Certifications to individual Unit: Per Certification rate in rupees
3.3.3.2	Applicable GST or in case of change of service tax as levied by Government during contract.
3.3.3.3	The prices shall remain firm during validity period of Service Contract. No Price Variation Clause is admissible.
3.3.3.4	The price shall be exclusive of all other charges such as transport, accommodation as per cl.no. 2.2.10.
3.3.3.5	Treatment of Arithmetical Errors: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis. The prices should be quoted strictly as per Clause no. 3.3.3 in both figures and words. 1. In case of any mismatch between the prices quoted in figures and words, the price quoted in words will prevail and will be considered for evaluation However, in case of any dispute regarding interpretation of the above, BHEL's decision shall be final and binding on the parties. Offers not fulfilling any of the above conditions shall be rejected and their bids will be disqualified.
3.3.4	COST OF BIDDING: All costs and expenses incidental to preparation and submission of the bid including pre-award discussions with the Bidders, technical and other documentation etc. shall be to the account of the Bidder. BHEL will in no case be responsible or liable for these costs and expenses, regardless of the conduct or outcome of the bidding process.

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Clause No	Contents
3.3.5	BID VALIDITY PERIOD: Bids should be kept valid for a period of minimum 60 days from the date of opening of technical bids.
3.3.6	FORMAT AND SIGNING OF THE BID
3.3.7.1	The bidder shall prepare an original and one (1) copy/set of the Bid clearly marking each one as "Original Bid" and "Copy No 1". In the event of any discrepancy between them the original shall govern.
3.3.7.2	The original and copy of the bid, each consisting of the documents listed in ITB Clause 3.3.2 (Documents Comprising Bid), shall be typed or written with indelible ink and signed by the Bidder or a person or persons authorized to sign the Bid.
3.3.7.3	Names of person (s) signing the bid should be typed or printed below the signature. The person or persons signing the Bid shall affix a company seal and sign on each page except printed literature.
3.3.7.4	Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation (s) of the authorized partner(s) or other authorized representative (s) (Authenticated copy of Partnership Deed shall be furnished along with the Bid).
3.3.7.5	Bid by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or Secretary or other person(s) authorized to sign the bid on behalf of such Corporation/Company in the matter.
3.3.7.6	A Bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his principal will be rejected.
3.3.7.7	Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid in the form of a Power of Attorney, duly notarized by a Public Notary, indicating that the persons signing the bid have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity.
3.3.7.8	The Bidder's name stated on the proposal shall be the exact legal name of the firm.
3.3.7.9	Any cutting /overwriting shall be valid only if they are signed by signatory to the Bid.
3.3.7.10	Bids not conforming to the above requirements of authentication by authorized signatory are liable to be rejected.
3.3.7.11	Combined offers (i.e.) Technical bid along with price bid shall be rejected.
3.4	SUBMISSION OF BIDS
3.4.1	SEALING AND MARKING OF BIDS

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3.4.1.1		Two- parts bid procedure shall be adopted for preparation, submission and evaluation of bids. The bidder must submit the Bid in (bound volume only)the following two separate sealed envelopes: Part –A : Technical Bid(Techno Commercial Bid) Part – B : Price Bid (As per Annexure VIII) (i) Price Bid (1 original + 1 copy)
3.4.1.2		Technical and Price Bid shall, then, be sealed in an outer envelope duly marked as "Original Bid" and "Copy No. 1". In the event of any discrepancy, the "original" shall govern.
3.4.1.3		The inner and outer envelopes shall (a) be addressed to the "DGM/SDC-CMM,TENDER BOX, BHEL, HPEP-Hyderabad-502032 (b) Super scribed as "BID FOR CONTRACT WITH THIRD PARTY INSPECTION AGENCY" "DO NOT OPEN BEFORE XXXXXX (Date) and XXXXX (Time)}, as given in Tender Notice. The inner and the outer envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late".
3.4.1.4		If the outer envelope is not sealed and marked as required by ITB sub- clause 3.4.1.2 and 3.4.1.3 above, BHEL will assume no responsibility for the bid's misplacement or premature opening.
3.4.2		LAST DATE FOR SUBMISSION OF BIDS.
3.4.2.1		Bids must be received in the office of the "DGM/SDC-CMM, TENDER BOX, BHEL, HPEP-Hyderabad- 502032 on or before the date and time given in Tender. In the event of the date of submission of Bids being declared as holiday for BHEL, the bids will be received up to the appointed time on the next working day.
3.4.2.2		The bidder has the option of sending the bids by Registered post/ Courier or submitting in person. No request from any bidder to collect the bid from airlines, cargo agents etc. shall be entertained.
3.4.2.3		BHEL may at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 3.2.3 (Amendment to Tender Document), in which case all rights and obligations of BHEL and the Bidders previously subject to the original deadline shall thereafter be subject to the new last date as extended.
3.4.3		LATE TENDERS: Tenders received after the specified date and time of their "Receipt" are treated as Late Tenders. Tenders received late shall be rejected.
3.4.4		MODIFICATION AND WITHDRAWAL OF BIDS

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	3.4.4.1	No modification in the price bid shall be allowed after submission. Withdrawal of the bid shall, however, be permitted in case written request is received from the bidder before the date & time of opening, Bid withdrawal notices received after the bid opening date and time will be ignored, and the bid will be deemed to be a valid submitted bid.
	3.4.4.2	No bid may be withdrawn in the interval between the last date for submission of bids and the expiration of the period of bid validity specified in ITB Clause 3.3.5 (Bid Validity Period). Withdrawal of a bid during this interval may result in the Bidders forfeiture of the EMD, pursuant to ITB Clause 3.3.6 3
3.5	BID OPENING AND EVALUATION	
3.5.1	OPENING OF BIDS	
	3.5.1.1	All bids including withdrawals made pursuant to Clause 3.4.4 (Modification and withdrawal of Bids) will be opened in the office of the "DGM/SDC-CMM, TENDER BOX, BHEL, HPEP-Hyderabad- 502032 by the officer(s) duly authorised by BHEL for this purpose at the date and time given in the Tender in the presence of the Bidder's authorized representatives who may wish to attend. In the event of specified date of bid opening being holiday for BHEL, the Bids shall be opened at the appointed time and location on the next working day.
	3.5.1.2	Bidder's authorized representative (up to two persons) may attend the bid opening and they have to sign the attendance sheet provided by BHEL for evidencing their participation. No electronic recording device/ mobile phones etc. shall be permitted during the bid opening.
	3.5.1.3	Envelopes marked "Withdrawal" shall be opened and read out first. Bid for which an acceptable notice of withdrawal has been submitted pursuant to clause 3.4.4 (Modification and withdrawal of Bids) here of shall not be opened.
	3.5.1.4	The Part-A of the bid (Technical Bid) only shall be opened on the date of opening.
	3.5.1.5	The officer(s) of BHEL authorized for opening of bids will announce the Bidder's names, written notifications of withdrawals, if any, the presence of any other information felt necessary.
	3.5.1.6	The part-B (Price Bid) of the tender of only those bidders, whose Techno-Commercial bid is found acceptable shall be opened at a date and time for which separate intimation shall be sent.
3.5.2		CLARIFICATION OF BIDS: To assist in examination, evaluation and comparison of bids, BHEL may at its discretion ask any bidder for clarification of his bid. The request for clarification and the response shall be in writing E-mail.
3.5.3	EVALUATION AND COMPARISON OF BIDS	
	3.5.3.1	Techno-commercial Evaluation: BHEL will carry out a detailed evaluation of bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the bid document.
	3.5.3.2	Compliance with the qualification and eligibility requirement shall first be evaluated. The bidders, who do not meet the minimum specified requirements, shall be rejected.
	3.5.3.3	If the bidder is found qualified, the bid will be taken for further evaluation.

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	3.5.3.4	The price bid of the bidders, whose techno-commercial bid is found acceptable, shall be opened on the specified date and time and shall be evaluated by BHEL.
3.5.4		NUMBER OF 5S AGENCIES TO BE EMPANELLED
	3.5.4.1	BHEL intends to empanel 1 (one) 5S agency
	3.5.4.2	The business is intended to be shared to L1 bidder.
3.6		AWARD OF CONTRACT
3.6.1		After evaluation of price bid, BHEL shall notify the successful bidders in writing by registered letter or e-mail "confirmed by registered letter or e-mail" that their bids have been accepted. The notification of award shall constitute the formation of Contract.
3.6.2		The construction/ execution of Contract shall be in accordance with clause 4.3 of Section-IV.
3.6.3		Any effort by a bidder to influence or pressurize BHEL officials or otherwise to gain undue favour by any means during the entire process of award of contract may result in rejection of bid.

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SECTION IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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4.3	Construction/Execution of Contract
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4.10	Force Majeure
4.11	Governing Law
4.12	Arbitration
4.13	Suspension
4.14	Risk Purchase
4.15	Termination of Contract
4.16	Confidentiality

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Clause No	Contents
4.1	DEFINITIONS
4.1.1	The following words and expressions shall have the meanings as given here under:- "Contract" means the Contract Agreement entered into between BHEL and the 5S Agency (Contractor), together with the Contract Documents referred to therein; they shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly. "Contract Document" means the documents listed in Clause 4.2 of GCC, Section-IV "Contractor" means the person(s) whose bid to perform the Contract has been accepted by BHEL and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the Contractor. "Day" means calendar day of the Gregorian calendar. Week means 7 days and Month means calendar Month "GCC" means the General Conditions or Contract hereof. "BHEL" means Bharat Heavy Electricals Ltd., Hyderabad" "BHEL unit" means Purchasing Division of BHEL "CQ" means Corporate Quality
4.2	CONTRACT DOCUMENTS
4.2.1	The term Contract Document shall mean and include the following, which shall be deemed to form an integral part of the Contract: a) The Contract Agreement b) Letter of Award of Contract c) Qualification and eligibility d) Particulars of 5S Agency including enclosures e) General Requirement f) Instruction to bidder g) General conditions of contract h) Price Schedule i) Annexures/Formats

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Clause No	Contents
4.3	CONSTRUCTION / EXECUTION OF CONTRACT
4.3.1	The Contract Agreement as per Performa (Annexure-II) is to be signed within fifteen (15) days of the date of the Letter of Award of Contract, on a date and time to be mutually agreed in the office of the QUALITY ASSURANCE of BHEL Hyderabad, as may be agreed to, after finalization of successful Bidders. The Contractor shall provide for signing of the contract, appropriate power of Attorney and the requisite documents. Till such time a formal contract is prepared and executed the letter of Award of Contract read in conjunction with the Contract Documents will continue to constitute a binding contract.
4.4	VALIDITY OF CONTRACT:
4.4.1	The contract shall commence from the effective date (as stated in the letter of award of contract or in the contract. If no such effective date is stated, then the contract shall commence from the date of LOA) of signing the Contract and remain valid for a period of two years from the date of signing the contract/or till completion of project.
4.5	CONTRACTOR'S RESPONSIBILITIES:
4.5.1	The contractor shall perform the services with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The contractor shall always act, in respect of any matter relating to this contract, as faithful advisers to BHEL and shall at all times protect BHEL's legitimate interests.
4.5.2	The contractor confirms that he has entered into this contract after satisfying himself with the scope of work and requirements of BHEL in totality and shall be responsible for providing / performing the services satisfactorily.

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Clause No		Contents
4.6		BHEL's RESPONSIBILITIES
4.6.1		To provide to the contractor and his authorized representative with any other such assistance as may be necessary for carrying out the Training, Surveillance Audit, Certification.
4.7		PAYMENT TERMS
4.7.1		Payment shall be made to 5S Agency only after successful completion of 5S activities at individual BHEL unit on submission of invoices.
4.7.2		Concerned BHEL unit shall verify the invoice and make payment as per terms and conditions of the Contract Agreement.
4.7.3		No interest shall be payable to the Inspection Agency on the amount payable including but not limited to payment against invoices etc.
4.8		TAXES AND DUTIES:
4.8.1		Except as otherwise specifically provided in the Contract, other than GST the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, or their employees by all municipal, state or national government authorities in connection with the facilities in the country where the manufacturing works are located.
4.8.2		As regards the income tax, surcharge on income tax and any other corporate tax, BHEL shall not bear any tax liability whatsoever. The Contractor shall be liable and responsible for payment of such tax, if attracted under the provisions of the law present or future and BHEL will make deductions at source as applicable.
4.9		INSURANCE
		The contractor, will at its expenses take out and maintain in effect, during the performance of contract the insurance policies of its employees and any assets. BHEL shall not bear any liability for any mishap to the 5S personnel and assets during the currency of the contract
4.10		FORCE MAJEURE:

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4.10.1	"Force Majeure" shall mean any event beyond the reasonable control of BHEL, Supplier or contractor, as the case may be and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following: a) War and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo; b) Rebellion, revolution, insurrection, military or usurped power and civil war; c) Ionizing, radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof; d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor; e) Acts of God such as earthquake (above magnitude of 7 on Richter's scale), unprecedented floods.
4.10.2	If party is prevented, hindered or delayed from or in performing any of its obligations under the contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within one week after the occurrence of such event
4.10.3	The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the contract for so long so the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the contract and to fulfil its or their obligations under the contract.
4.10.4	No delay or non-performance by party thereto caused by the occurrence of any event of Force Majeure shall: a) Constitute a default or breach of the contract b) Give rise to any claim for damages or additional cost or expenses occasioned thereby if and to the extent that such delay or non- performance is caused by the occurrence of an event of Force Majeure
4.10.5	If the performance of the contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the contract, the parties will attempt to develop a mutually satisfactory solution failing which the dispute shall be resolved in accordance with GCC Clause 4.15.
4.10.6	Force Majeure shall not apply to any obligation of BHEL to make payments to the Contractor herein.
4.11	GOVERNING LAW:
	The Contract shall be governed by and interpreted in accordance with laws of India
4.12	ARBITRATION
4.12.1	Any dispute(s) or differences(s) arising out of or in connection with the contract

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		shall, to the extent possible in the first instance be resolved amicably between the Contractor and BHEL. All questions & disputes relating to the Contract shall be referred to the sole arbitration of arbitrator to be appointed by Corporate Office, BHEL. It is also a term of this Contract that no person other than a person appointed by such Head, Corporate Quality, BHEL as aforesaid should act as arbitrator. The arbitrator shall give reasons for the award. Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 or amendments thereof or re-enactments thereof and rules made thereunder in force shall apply to the arbitration proceedings under this clause. The arbitration proceedings shall be conducted in English. Documents shall be submitted in English. The decision of the arbitrator shall be final and binding upon the Parties and such decision may be enforced by any court of competent jurisdiction. The venue of arbitration shall be Delhi, India
4.12.2		The cost of arbitration shall be borne in such manner as may be specified in the award of arbitrator. However, expenses incurred by each party in connection with the preparation, presentation etc.; of its cases prior to, during and after the arbitration proceeding shall be borne by each party itself.
4.12.3		Notwithstanding any reference to the arbitration herein; the parties shall continue to perform their respective obligations under the Contract unless agreed.
4.13		SUSPENSION: BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligations of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension
4.14		RISK PURCHASE CLAUSE: In case the bidder is not in a position to execute the inspection services/ fails to execute the inspection services, BHEL reserves the right to get the same services executed by any other agency which BHEL may deem fit, and all additional costs (in the rates or any other cost) incurred by BHEL shall be recovered from the Contractor's pending bills and /or security deposit amounts or otherwise
4.15.		TERMINATION OF CONTRACT: BHEL reserves the right to terminate the contract at any time during the validity period on account of non-fulfilment of any contract condition, adverse feedback regarding quality of services rendered (as per clause 2.4, 2.5 and 2.2.8), indulgence in unethical practices or questionable integrity. IF THE TPI AGENCY BE PUT UNDER SUSPENSION/HOLIDAY BY THE CUSTOMER ON BEHALF OF WHOM INSPECTION WORK IS EXECUTED DURING THE WORK. CONTRACT WILL BE TERMINATED AND FORFEITURE THE SECURITY DEPOSIT AND INVOICES PENDING THEREOF
4.16		CONFIDENTIALITY: The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential and proprietary nature relating to its business, products, know-how, technology, customers, employees

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For BHEL



	and financial to the contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need to know basis, without the prior written permission of BHEL.
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SECTION V

ANNEXURES

Clause No.	Contents
Annexure I	Services for BHEL Units
Annexure II	Form Of Contract Agreement
Annexure III	Declaration Certificate (regarding banning, blacklisting from business)
Annexure IV	No Deviation Certificate
Annexure V	Price Bid Format
Annexure VI	Terms of Reverse auction
Annexure VIII	NEFT Bank Details

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Annexure-I

Services for BHEL Units:

S.No	Divisions	Location	Total Approximate Area is Sq.Mtrs	Total No.of Employees working in the defined area	Certification ManDays	Surveillance Audit Mandays	Surveillance Audit Mandays (Two Audits)
1	Boiler Auxiliaries Plant	Ranipet, Tamil Nadu	6000	130	8	2	4
2	Electronics Division	Bangalore, Karnataka	900	300	6	2	4
3	Heavy Electrical Plant	Bhopal, Madhya Pradesh	6500	135	8	2	4
4	Heavy Electrical Equip. Plant	Haridwar, Uttarakhand	10000	150	10	2	4
5	Heavy Power Equipment Plant	Hyderabad, Telangana	7500	120	8	2	4
6	High Pressure Boiler Plant	Trichy, Tamil Nadu	8000	120	8	2	4
7	PS - Northern Region	THDC Khurja, Uttar Pradesh	1100	50	6	1	2
8	PS - Project Engineering Mgmt.	Noida, Uttar Pradesh	6500	500	6	1	2
Total					60	14	28

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ANNEXURE-II

Contract Agreement

(To be stamped in accordance with Stamp Act)

Agreement No. and Date ----- Name of the Work -----
 Name of the Contractor with ----- Full Address -----
 Value of work awarded ----- Letter of Award No. & Date -----
 Scheduled Commencement Date ----- Scheduled Completion Date -----

THIS AGREEMENT MADE THIS ----- DAY OF ----- 2022 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Undertaking) a Company incorporated under the Companies Act, 1956 having its Registered Office at BHEL House, Siri Fort, New delhi-110 049 therein after called BHEL) of the FIRST PART.

AND

M/S ----- (hereinafter called the 'Contractor', on the SECOND PART. WHEREAS M/s ----- have acquired and possess extensive experience in the field of -----
 And whereas in response to an Invitation to Tender No. ----- Issued by BHEL for execution of -----, the contractor submitted their offer No. ----- Dated -----
 And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the letter of Award No. ----- Dated ----- read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of ----- and more particularly described in Tender Specification No. ----- (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Bidders, General Conditions of Contract (GCC), Qualification and eligibility requirements, General requirements, Annexure, Letter of Award dated ----- and such other instructions given to him from time to time by BHEL.
2. That in consideration of the payments to be made to the contractor by BHEL/ purchasing divisions in accordance with Clause 4.7 of GCC, the Contractor hereby covenants and undertakes with BHEL that they shall execute and complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same
3. That the contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also satisfied himself as to the nature and character of the works to be executed by him.
4. That the contractor shall carry out and complete the execution of the said works to the entire satisfaction of BHEL within the agreed time schedule, the time of completion and accuracy of work being the essence of Contract.
5. That BHEL, after proper scrutiny of bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL/ Purchasing divisions in accordance with this agreement.

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6. That this Contract Agreement shall be deemed to have come into force from -----the date on which the letter of award has been issued to the contractor.

7. That whenever under this Contract or otherwise, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted in the manner as set out in the GCC or other conditions governing this Agreement.

8. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961

9. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the contractor with respect to compensation payable to BHEL or contractor's obligations shall remain unaffected.

10. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Award and other documents governing this Agreement, the provisions in the letter of Award shall prevail.

11. The following documents shall also form an integral part of and govern this agreement:

I) Invitation to Tender No. -----and the documents specified therein

II) Contractor's Offer No.-----dated-----

III) Letter of Award No. -----Dated-----

IV) Tender Specification No. -----

V) General Contract Conditions (GCC)

VI) General Requirements

VII) Qualification and Eligibility Requirement

VIII) Price Schedule

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

(CONTRACTOR)

1.

(to be signed by a person holding a valid power of attorney)

2.

WITNESS

(For and behalf of BHEL)

1.

2.

Company Logo

ANNEXURE- III

Letter Head

BHEL Ref: Tender Notification No. _____ Dated _____

DECLARATION CERTIFICATE

I/ We do hereby declare that there is no case with the Police/Court/RBI/IRDA/SEBI/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended/delisted/blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/Any Quality Assurance Body/Autonomous Body/Financial institution/Court. We also certify that our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication

(Signature & Seal of the Firm)

Date:

Talreja

Sharma

Co



ANNEXURE- IV

Company Logo

Letter Head

BHEL Ref: Tender Notification No. _____ Dated _____

NO DEVIATION CERTIFICATE

This is to declare that we do not have any deviations to the terms & conditions of your tender specification no. HYQA\5S\2022\001 and accordingly accept all the terms & conditions without any reservations whatsoever.

(Signature & Seal of the Firm)

Date:

T. N. Singh

Sh. Anurag

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ANNEXURE-V

SCHEDULE OF RATES (PRICE BID)

Sr No	Description	@ in Indian Rupees
1	Training to trainers per Training Program of total 4(Four only) (Maximum) as per Annexure-I	
2	Assessment & Surveillance Audit per Man-Day of total 88 (Eighty Eight only) across BHEL Units as per Annexure-I	
3	Certification for Individual Unit (8 Units) per Certificate across BHEL Units as per Annexure-I	
	Total amount In Words	
4	GST	
Note: GST as applicable shall be extra		

Overall Evaluation of L1 will be done on the basis of price quoted at Sr. No. (1,2,3)

- As stated in the price bid format above, the basic price for Inspection Charges should be exclusive of applicable GST.
- The total amount of 5S Agency will be paid on service execution basis after generation of invoice.
- All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

(Signature & Seal of the Firm)



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ANNEXURE-VI

Terms of Reverse Auction

“BHEL reserves the right to go for Reverse Auction (RA). RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking. These Page 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 RA. 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 be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”
Information and General Terms and Conditions governing RA shall form part of the RFQ/ Enquiry.

TRayer

Arjun

Gov

ANNEXURE-VII

Bank Details for NEFT

(furnish this NEFT mandate on their Letter Head.)	
To	Date:
Manager/Finance Bharat Heavy Electricals Limited Ramachandrapuram Hyderabad 502 032	Ref No.
Dear Sir,	
We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below	
A. Sup code (As per PO/SCO) :	
B. (Name as per PO/SCO) :	
C. PAN of Beneficiary :	
D. TIN of Beneficiary :	
E. e-mail address of Beneficiary :	
F. City (of Beneficiary) :	
G. Bank Name :	
H. Branch (of Bank):	
I. A/c Number :	
J. A/c type (Savings or Current) :	
K. MICR Code of the branch (9 digit)	
L. IFSC for NEFT (11 char) :	
M. IFSC for RTGS (If different from L) :	
Thanking you,	
	(Signature with Seal)
Authorized Signatory	
Name	
Designation	
Certified that the particulars furnished above are correct as per our records	
Signature of Banker	
Bank's Stamp	
Date	

T. Nagar

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