

# **TENDER SPECIFICATION FOR BHEL: PSSR: FEX: 34E**

**Annual Rate contract for providing services For  
construction equipment at PSSR sites.**

## **VOLUME –I BOOK – I**

**TECHNOCOMMERCIAL BID - Consists of Book-I & Book-II**

**Book- I Consists of**

**Notice Inviting Tender**

**Volume-IA: Technical Conditions of Contract &SCC**

**Book-II consists of**

**Volume-IB : VOID**

**Volume-IC: General conditions of Contract**

**Rev 01 dated 1st June 2012,**

**Amendment 03 dated October 01, 2015**

**Volume-ID: Forms & Procedures**

**Rev 01 dated 1st June 2012**

**Amendment 03 dated October 01, 2015**

**BHARAT HEAVY ELECTRICALS LIMITED**

**Power Sector Southern Region**

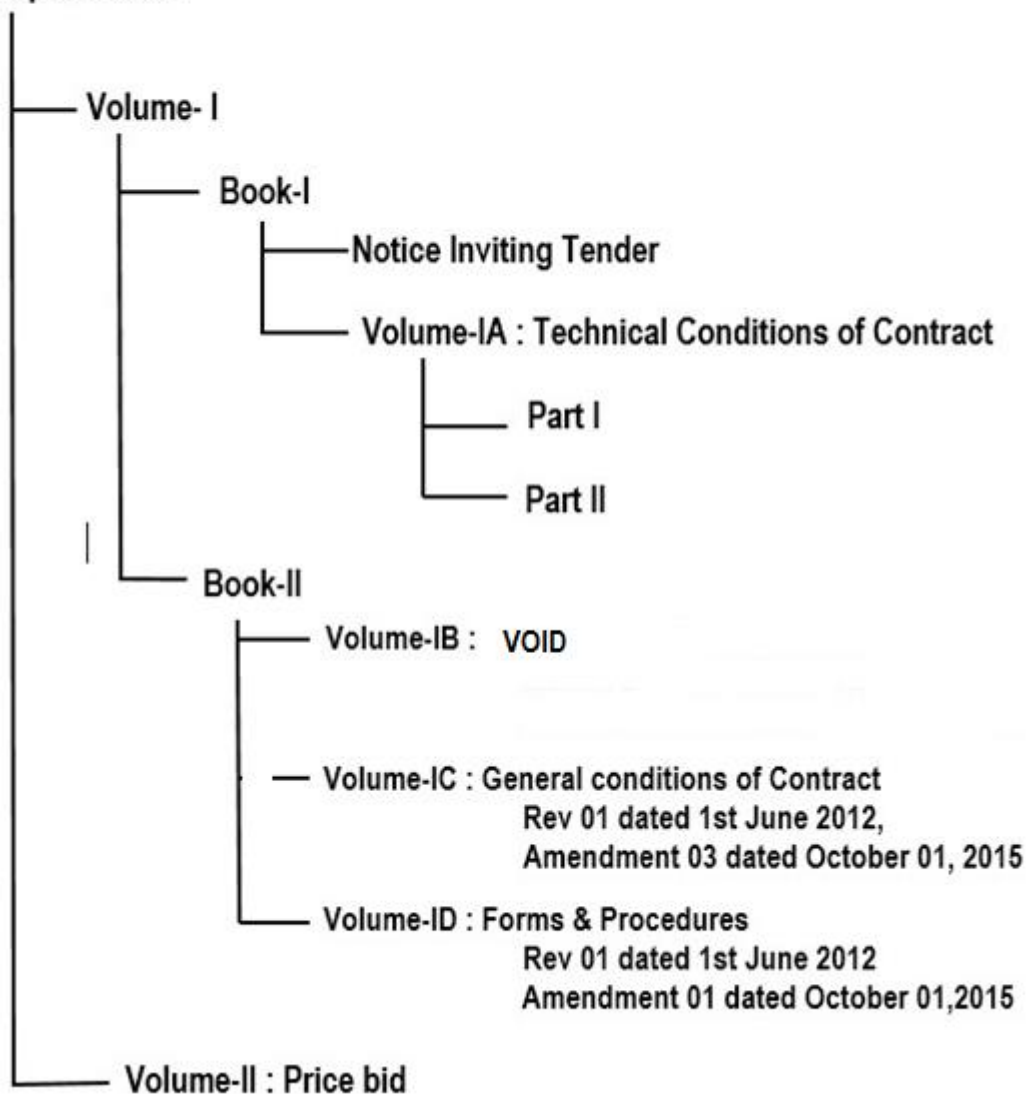
**690, Anna Salai, Nandanam, Chennai-35**

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## NOTICE INVITING TENDER

### TENDER SPECIFICATION CONSISTS OF

#### Tender Specification



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## NOTICE INVITING TENDER

**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Government of India Undertaking)  
Power Sector, Southern Region  
690, Anna Salai, Nandanam, Chennai –600 035

### **Tender Specification No. BHEL: PSSR: FEX: 34 E**

Rate contract for providing services of Engineer/Technicians for repair, reconditioning, fabrication and supply of sundry spares for Various construction equipment such as Electrical winches, Hydraulic test pumps, tube expanding machines, passenger cum goods lift (Sky rack), Boiler maintenance moving platform, Acid/EDTA circulation pumps/transfer pumps, miscellaneous pumps, Huck bolting machines, Hydraulic Jacks, Induction heating equipment, Diesel Generators, Air test blowers, and any other construction equipment which are not covered above except cranes and welding Generators available at PSSR sites and other places for a period of Two Years.

Tender documents consisting of

TECHNOCOMMERCIAL BID	- 2 copies
PRICE BID	- 2 copies

Book Sl no .....

Issued to

M/s

Refer NIT for Last date of submission

Please note this tender document is not transferable

For and on behalf of  
Bharat Heavy Electricals Limited

SR. Manager / FEX

Place: Chennai-35

Date:

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Tender Specification No.: BHEL PSSR FEX 34E

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## NOTICE INVITING TENDER



# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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Tender Specification No.: BHEL PSSR FEX 34E

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## NOTICE INVITING TENDER

**Ref: BHEL PSSR FEX 34E**

**Date: 27.02.2017**

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**To**

Dear Sir/Madam

**Sub: NOTICE INVITING TENDER**

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) 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	BHEL PSSR FEX 34 E	
ii)	Broad Scope of job	Rate contract for providing services of Engineer/Technicians for repair, reconditioning, fabrication and supply of sundry spares for Various construction equipment such as Electrical winches, Hydraulic test pumps, tube expanding machines, passenger cum goods lift (Sky rack), Boiler maintenance moving platform, Acid/EDTA circulation pumps/transfer pumps, miscellaneous pumps, Huck/Avfast bolting machines, Hydraulic Jacks, Induction heating equipment, Diesel Generators, Air test blowers, any other construction equipment which are not covered above except cranes and welding Generators available at PSSR sites and other places for a period of Two Years.	
iii)	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical specifications/Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, <i>Terms of payment, etc</i> Special conditions of contract (SCC –Part of Volume 1A	
B	Volume-IB	NIL	Applicable
C	Volume-IC	General conditions of Contract Rev 01 dated 1st June 2012, Amendment 03 dated October 01, 2015	Applicable

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Tender Specification No.: BHEL PSSR FEX 34E

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## NOTICE INVITING TENDER

D	Volume-ID	Forms & Procedures Rev 01 dated 1st June 2012 Amendment 01 dated October 01,2015	Applicable
E	Volume-II	Price Schedule (Absolute value).	Applicable
iv)	Issue of Tender Documents	<b>1. Sale from BHEL PSSR Regional office at Chennai</b> <b>2. Start : 27/02/2017 , Time : 10.00 HRS</b> <b>3. Closes: 20/03/2017 , Time : 1200 HRS</b> <b>4. From BHEL website (www.bhel.com)</b> <b>5. Tender documents will be available for downloading from website till due date of submission</b>	Applicable
v)	Due Date & Time of Offer Submission	<b>Date : 20.03.2017, Time : 1500 Hrs IST</b> <b>Place : BHEL PSSR CHENNAI</b> <b>Tender can be summited through post /in person at FEX Dept 5<sup>th</sup> floor.</b> <b>(BHEL will not be responsible for any delay or loss of document sent by post )</b>	Applicable
vi)	Technical Bid Opening (Tender)	<b>Date:20.03.2017, Time :15.30 Hrs</b> Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	Applicable
vii)	EMD Amount	<b>Rs 70,000/-- (Rupees Seventy thousand only)</b> <b>One time EMD is not applicable. Refer Vol-1A Part-II Chapter-1 for mode of payment of EMD</b>	Applicable
viii)	Cost of Tender	<b>Rs. 2,000/- (Rupees Two Thousand Only)</b>	Applicable

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## NOTICE INVITING TENDER

ix)	Last Date For Seeking Clarification	At least 7 days before the due date of offer submission or two days before the scheduled date of pre-bid meeting whichever is earlier along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x)	Schedule of Pre Bid Discussion (PBD)		Not Applicable
xii)	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> → Tender Notifications → View Corrigendum's and <b>not in the newspapers</b> . Bidders to keep themselves updated with all such information.	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, **duly signed & 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 Chennai. 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 Chennai, Sundays and second / last Saturdays.

4.0 Refer Vol-1A Part-II Chapter-1 for mode of payment of EMD. **One time EMD is not applicable.**

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## NOTICE INVITING TENDER

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 super scribed envelopes (**ENVELOPE-I & ENVELOPE-II**)

PART-II (Price Bid) –in sealed and super scribed envelope(ENVELOPE-III )

One set of tender documents shall be retained by the bidder for their reference

## NOTICE INVITING TENDER

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below.**(All pages to be signed and stamped)**

Sl no	Description	Remarks
	<b>Part-I A</b>	
	<b>ENVELOPE – I super scribed as :</b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: <b>CONTAINING THE FOLLOWING:-</b>	
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.  <b>Note:</b> <ol style="list-style-type: none"> <li>a. In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</li> <li>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"> <li>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</li> <li>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</li> </ol> </li> </ol>	
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	
vii.	Notice inviting Tender (NIT)	

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## NOTICE INVITING TENDER

viii.	Volume – I A Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Terms of payment, etc and Special Conditions of Contract (SCC)	
ix.	Volume – I B : Void	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	
	<b>PART-I B</b>	
	<b>ENVELOPE – II superscribed as:</b> PART-I(EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING</b>	
i	1.Earnest Money Deposit (EMD) in the form as indicated in this Tender . 2.Cost of Tender ( Demand Draft or copy of Cash Receipt as the case may be)	

	<b>PART-II</b>	
	<b>PRICE BID</b> consisting of the following shall be enclosed	
	<b>ENVELOPE-III superscribed as:</b> PART-II PRICE BID TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING</b>	
i	<b>Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I</b>	

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## NOTICE INVITING TENDER

ii	Volume II – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	
<b>OUTER COVER</b>		
	<b>ENVELOPE-IV</b> (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:</b>	
i	Envelope-I Envelope-II Envelope -III	

### **SPECIAL NOTE:**

- i. All documents / annexures submitted with the **offer shall be named properly attached / entered / uploaded in the respective sections**. BHEL shall not be responsible for any missing documents.
  - ii. **Your offer & documents submitted along with offer shall be signed & stamped in each page by your authorized representative**. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- 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.

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## NOTICE INVITING TENDER

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 **Assessment of Capacity of Bidders: Not used.**

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 or clarification-provision available in procurement portal - <https://bheleps.buyjunction.in>, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to 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 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**

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## NOTICE INVITING TENDER

**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--1(as applicable) past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right NOT to consider offers of parties under HOLD.
- 17.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 18.0 In case BHEL decides on a 'Public Opening', The date & time of opening of the sealed/encrypted PRICE BID shall be intimated to the qualified bidders. Bidder may record their presence online, during price opening. and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful / Disqualified bidders under intimation to the respective bidders.
- 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.
- 20.0 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.
- 21.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 22.0 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.
- 23.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 24.0 Void
- 25.0 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.

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## NOTICE INVITING TENDER

26.0 The bidder may have to produce original document for verification if so decided by BHEL.

27.0 The offers of the bidders who are under suspension / 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](http://www.bhel.com) → tender notification".

28.0 It may be noted that guidelines / rules in respect of 'Suspension of Business dealings', 'Vendor evaluation format', Quality, Safety & HSE guidelines', etc. may undergo change from time to time and the latest one shall be followed.

29.0 MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (Format enclosed as per Annexure -6 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part 1 in the case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a gazette officer.

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

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

31.1 Commitment by BHEL:

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

31.2 Commitment by Bidder/Supplier/Contractor:

31.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

31.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents,

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## NOTICE INVITING TENDER

brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

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

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

### **32.0 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:**

- i. Amendments / Clarifications / Corrigenda / Errata etc. issued in respect of the tender documents by BHEL
- ii. Notice Inviting Tender (NIT)
- iii. Price Bid
- iv. Technical Conditions of Contract (TCC)—Volume-1A
- v. Special conditions of Contract, Rev 01 dated 1st June 2012, Amendment 01 dated October 01, 2015
- vi. General conditions of Contract, Rev 01 dated 1st June 2012, Amendment 03 dated October 01, 2015.
- vii. Forms & Procedures, Rev 01 dated 1st June 2012, Amendment 01 dated October 01, 2015

For BHARAT HEAVY ELECTRICALS LTD

Sr.Manager/FEX

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## NOTICE INVITING TENDER

### **Enclosure**

1. Annexure-1: Pre Qualifying criteria.
2. Annexure-2: Check List.
3. Annexure-3 PQR format
4. Annexure-4 Tender Schedule.
5. DECLARATION BY BIDDER FOR PRICE OPENING THROUGH REVERSE AUCTION
6. Annexure-6 Certificate by Chartered Accountant
7. Other documents as per this NIT

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## NOTICE INVITING TENDER

### ANNEXURE - 1

#### PRE QUALIFYING CRITERIA

JOB	Rate contract for providing services of Engineer/Technicians for repair, reconditioning of Various construction equipment such as Electrical winches, Hydraulic test pumps, tube expanding machines, passenger cum goods lift (Sky rack), Boiler maintenance moving platform, Acid/EDTA circulation pumps/transfer pumps, miscellaneous pumps, Huck bolting machines, Hydraulic Jacks, Induction heating equipment, Diesel Generators, Air test blowers, and any other construction equipment which are not covered above except cranes and welding Generators available at PSSR sites and other places for a period of Two Years.
TENDER NO	BHEL PSSR FEX 34E

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. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable)	Not Applicable	
B	<b><u>Technical</u></b> Bidders should have executed repair and servicing of any of the construction equipment like Electrical winches, pumps, blowers, Passenger cum goods lift, Huck bolting machines and DG sets etc of any capacity in the past 7 years.	Applicable	

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## NOTICE INVITING TENDER

	The bidder shall furnish relevant documents for the above, viz , work order and work completion certificate along with their offer.		
C: C-1	<b><u>FINANCIAL</u></b> <b>TURNOVER</b> Average Annual turn over during the last three years ending 31 <sup>st</sup> March of the previous financial year should be at least 10.5 Lakhs (Rupees Ten lakhs Fifty thousand )	Applicable	
C-2	<b><u>Net worth</u></b>	Not Applicable	
C-3	<b>Profit</b>	Not Applicable	
D	<b>Assessment of Capacity of Bidder</b>	Not Applicable	By BHEL
E	<b>Approval of Customer (if applicable)</b>	Not Applicable	BY BHEL
F	Submission of all documents as prescribed in the tender including “no deviation certificate”	Applicable	
G	<b>Price Bid Opening:</b> <b><u>Note:</u> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria B to F</b>	Applicable	BY BHEL
H	<b>Consortium criteria (if applicable)</b>	Not applicable	

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

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## NOTICE INVITING TENDER

### ANNEXURE - 2

#### CHECK LIST

**NOTE: - Tenderers are required to either fill in or submit separately the following details. No column should be left blank**

1	Name and Address of the Tenderer	
2	Details about type of the Firm / Company	
3a	Details of Contact person for this Tender: Name : Mr. / Ms. Designation: Telephone No: Mobile No: Fax No: E-mail ID:	
3b	Details of alternate Contact person for this Tender: Name : Mr./ Ms. Designation: Telephone No: Mobile No: Fax No: E-mail ID:	
4	EMD DETAILS <i>(Remittance of EMD should be in line with Mode of Deposit as detailed in Vol 1A,Part-2,Chapter-1)</i>	Mode of Remittance:  Ref. No:                      Date:  Bank:                      Amount:
5	Validity of Offer	To be valid for six months from due date

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## NOTICE INVITING TENDER

		<b>Applicability (By BHEL)</b>	<b>Bidder Reply</b>
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I & <b>ANNEXURE-IV</b> ) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Submission of Copy of Balance sheet and Audited profit and Loss Account for the last three years	Not Applicable	YES / NO
8	Submission of Copy of PAN Card	Applicable	YES / NO
9	Whether all pages of the offer documents are signed by the person authorized to sign this offer.	Applicable	YES / NO
10	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES / NO
11	Submission of Integrity Pact	Not Applicable	YES / NO
12	Submission of Declaration by Authorised Signatory	Applicable	YES / NO
13	Submission of No Deviation Certificate	Applicable	YES / NO
14	Submission of Declaration confirming knowledge about Site Conditions	Applicable	YES / NO
15	Submission of Declaration for relation in BHEL	Applicable	YES / NO
16	Submission of Non-Disclosure Certificate	Applicable	YES / NO
17	Submission of Copy Bank Account Details for E-Payment	Applicable	YES / NO
18	Submission of Capacity Evaluation of Bidder for current Tender	Not Applicable	YES / NO

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## NOTICE INVITING TENDER

19	Submission of Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES / NO
20	Submission of Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable	YES / NO
21	Submission of Analysis of Unit rates	Applicable	YES / NO
22	Submission of Unquoted price bid	Applicable	YES / NO
23	Declaration by bidder for price opening through reverse auction (Refer Annexure-7 of Notice Inviting Tender)	Applicable	YES / NO

### NOTE:

1. STRIKE OFF 'YES' OR 'NO', AS APPLICABLE.
2. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.
3. For Sl. No. 10 to 20 above, the formats are available in "Volume ID of Volume I Book II – Forms and Procedures" of this tender specification.

DATE:

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

# NOTICE INVITING TENDER

## "Annexure-3 Pre-Qualifying Criteria"

Name of the Bidder: M/s -----

Additional Format to be submitted by Bidders in a separate cover super scribed as "Annexure to Pre-Qualifying Criteria"							
Sl.No	PQR Ref	PQR	Qualifying Experience	Work order Ref with <b>page no</b> in Offer for supporting documents	Completion certificate ref for the referred Work with <b>page no</b> in Offer for supporting documents	Details of work with Project, Unit , Qty & Period	Remarks
1.1	B: Technical	<p>Bidders should Id have executed repair and servicing of any of the construction equipment like Electrical winches, pumps, blowers, Passenger cum goods lift, Huck bolting machines and DG sets etc of any capacity in the past 7years.</p> <p>The bidder shall furnish relevant documents for the above, viz , work order and work completion certificate along with their offer.</p>					

**Non submission of this additional format will make the bid liable for rejection.**

**Note: Indicate the page nos in the respective columns for the enclosed PQR supporting documents in the offer**

Tender Specification No: BHEL PSSR FEX 34E

# NOTICE INVITING TENDER

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## ANNEXURE-4

### **Tender Schedule**

<b>Description</b>	<b>Schedule</b>	<b>Remarks</b>
Technical Bid Opening	As mentioned in Notice Inviting Tender.	
Communication from BHEL for Clarifications, if any, required by BHEL	Within seven days from Tender opening date	
Last date for Bidders to submit the clarifications / documents required	Within eight days from Tender opening date	Bidders to note that their competent representative to be readily available in this week for offering clarifications / submitting the further documents, if any, required.
If Reverse Auction is applicable, then the tentative date for conducting Reverse Auction	Tenth day of tender opening	Exact date of reverse auction shall be informed to the bidders through BHEL's reverse auction agency. Bidders to note that their competent representative to be readily available at one-day notice for Reverse Auction.

#### **Note:**

1. Bidders to note that the above schedule should be adhered to and no further extension will be given. To adhere to the schedule indicated below, Bidders should ensure the adequacy of the documents submitted in their offer, with proper validation.

## NOTICE INVITING TENDER

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### Annexure 5

#### DECLARATION BY BIDDER FOR PRICE OPENING THROUGH REVERSE AUCTION

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

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To,

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

Dear Sir,

Sub : Declaration by Bidder for Price opening through Reverse Auction

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

2) Participation in the Reverse Auction

We have studied and understood the clauses of Reverse auction published in the tender specification.

**Strike out either (1) or (2) of the following whichever is not applicable.**

1. I / We, hereby declare that I / we **shall be** participating in the Reverse Auction in case BHEL opts for opening the price bid through Reverse auction.
2. I / We, hereby declare that I / we **shall not be** participating in the Reverse Auction in case BHEL opts for opening the price bid through Reverse auction.

Yours faithfully,

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

# NOTICE INVITING TENDER

## Annexure 6

### Certificate by Chartered Accountant on letter head

This is to certify that M/s. \_\_\_\_\_, (hereinafter referred to as 'company') having its registered office at \_\_\_\_\_ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) \_\_\_\_\_ dtd. \_\_\_\_\_, Category: \_\_\_\_\_ (Micro / Small)). (Copy enclosed)

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

1. **For Manufacturing enterprises:** Investment in plant and machinery (i.e., original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs. \_\_\_\_\_ Lakhs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs. \_\_\_\_\_ Lakhs

### (Strike off whichever is not applicable)

The above investment of Rs. \_\_\_\_\_ Lakhs is within permissible limit of Rs. \_\_\_\_\_ Lakhs for \_\_\_\_\_ Micro / small (Strike off which is not applicable) category under MSMED Act 2006. Or

The company has been graduated from its original category (Micro / Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is \_\_\_\_\_ (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No. 3322(E) dated 01-11-2013 published in gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Account

# NOTICE INVITING TENDER

**BHEL: PSSR: FEX:248:34E:**

**DT:27-02-2017**

## **VOLUME -1A**

### **TECHNICAL CONDITION OF CONTRACT**

#### **1.0 SCOPE OF WORK**

1.1. Providing services of Engineer/ Technicians, for repair, servicing ,Preventive' maintenance works loading & unloading of various construction equipment such as Electrical winches, Hydraulic test Pumps, Tube expanding machines, Passenger cum goods lift (sky rack), Fork Lifts, Boiler maintenance moving platform (Sky climber/Sky man), Acid/EDTA circulation pumps, Miscellaneous pumps, Huck bolting machine, Hydraulic jacks, Induction heating equipment Diesel Generators, Pipe bending machine, Oil centrifuge, Transformer oil filter machine, Air compressors and any other service equipment which are not covered above except cranes and welding Generators available at PSSR sites and other places for a period of TWO years.

1.2 Reconditioning of worn out components.

1.3 Fabrication of base frames and packer plates etc for construction equipment

1.4. Major repair and servicing of Construction equipment.

#### **2.0 SERVICE CHARGES**

2.1 Service charges shall be quoted as per the rate schedule format enclosed. Rate quoted shall be firm for a period of TWO YEARS from the date of acceptance of the work order.

2.2 Service tax and other applicable taxes if any shall be paid extra as applicable

2.3 Supply of sundry spares and reconditioning works as detailed in the specification else where.

#### **3.0 TIME SCHEDULE**

3.1 The agency shall provide services to attend the complaints within weeks time at sites after the receipt of written confirmation from site, followed by FEX / PSSR / HQ.

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**BHEL: PSSR: FEX:248:34E:**

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### **4.0 TERMS OF PAYMENT**

4.1 90% payment will be released at BHEL / PSSR / HQRS/ CHENNAI on Submission of the invoice duly certified by Engineer In Charge of the site. Remaining 10% shall be payable after the completion of the contract.

4.2 Payment for the sundry spares will be reimbursed as per the price list of OEM / OCM or Authorized dealers of Original equipment manufacturer / original component manufacturer and handling charges like freight, conveyance and transport charges shall be paid by BHEL as per documental evidence as certified by the Engineer / In charge of respective sites / places.

4.3 Taxes and duties for the supply of spares as applicable shall be paid by BHEL extra.

### **5.0 TOOLS & PLANTS**

5.1 The small tools & plants such as spanners, jacks (Hydraulic/screw), welding machines and cutting torch etc., required for the work shall be arranged by the contractor. All Major tools & plants such as cranes, Higher capacity welding machine and Hydraulic jacks and other special tools & plants which are considered to be not possible to arrange by the bidder required for attending the repairs shall be provided by BHEL free of hire charges.

5.2 D shackles, wire ropes and slings may be provided by BHEL at the respective sites free of hire charges subject to availability.

### **6.0 CONSUMABLES**

6.1 Necessary consumables like Diesel, petrol, Kerosene, gas, lubricating oils, filters, grease & welding electrode will be provided by BHEL free of cost. Necessary T&Ps required for carrying out greasing shall be arranged by the bidder.

6.2 Wooden sleepers if available will be provided free of charges by BHEL at sites. They are to be accounted and returned to BHEL STORES after the completion of work.

## NOTICE INVITING TENDER

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### **7.0 SUPPLY OF SPARES**

7.1 Spares costing less than 1% of the present replacement cost of each Equipment may be arranged by the tenderer as sundry spares. Payment for the sundry spares will be reimbursed as per the price list of the OEM / OCM or authorized dealers of original equipment manufacturer/Original component manufacture and handling charges like freight, conveyance and transport charges shall be paid by BHEL as per the documental evidence as certified by the engineer / In charge of respective sites / places.

7.2 Spares for the equipment which are obsolete model, the rate contract agency will arrange spares from available sources in case of non availability with price list of OEM for price justification.

7.3 All Major spares which are considered to be not possible to arrange by the bidder shall be arranged by BHEL.

### **8.0 RECONDITIONING:**

8.1 Reconditioning of worn out items on equipment shall be carried out by the rate contract agency at 20% of the original spares cost with Guarantee of SIX months.

8.2 Any repair and servicing to be carried out on engine through OEM or authorized agencies of OEM and Other major components of the equipment through OCM shall be assigned through the rate contract agency to original equipment manufacturer or the authorized dealer. Expenditure involved for repair and servicing shall be paid by the rate contract agency to OEM /OCM authorized dealer and same will be reimbursed to the rate contract agency on production of valid documents for the expenditure incurred for such works and the service charges to the agencies for the service rendered. Transportation and conveyance charges will be paid by BHEL to the agencies for this work if not arranged by BHEL.

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### **9.0 SAFETY**

9.1 It is the responsibility of the contractor to take precautions for safe working and avoid any damage to the property / equipment lying nearby, failing which the cost towards the repair / replacement will be recovered from the contractor.

9.2. It is the responsibility of the contractor to follow the safety precautions while carrying out the work.

### **10. OTHER TERMS & CONDITIONS.**

10.1 The contract will be awarded at accepted L-1 rates (Lowest rates arrived) to more than one agency limited to three whoever agree to operate at accepted L-1 rates.

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

10.3.BHEL intends to engage more than one agency for the subject Rate Contract (limited to 3 agencies including L-1 bidder). Towards this, BHEL shall give offer based on the L-1 accepted rates to remaining bidders in order of their price competitiveness (i.e first L-2, then L-3 & hence forth till other agencies are identified) for their acceptance for further award of work.

10.4.BHEL reserves all rights to operate this rate contract as per its discretion.

10.5. Service charges per day will be paid for 10 hours per day. Agency shall be available for work minimum 10 hours per day including one hour brake. Generally the work is to be carried out as per the BHEL timings at site. However depending upon the requirements/exigencies the job is to be continued beyond normal working hours. Sometimes round the clock, tenderer should provide required man power to meet the needs as part of

## NOTICE INVITING TENDER

**BHEL: PSSR: FEX:248:34E:**

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contract and the payment for the extended hours of work will be made proportionately at the accepted service charges per day . It may please be noted that it is a construction site and such situations are normal.

10.6 It is the responsibility of the contractor to arrange passes or entry permit as per BHEL / CUSTOMER procedure followed in the plant premises through BHEL site office.

10.7. Unskilled workers, if required shall be provided by BHEL/BHEL Sub contractor free of cost.

10.8 Service charges shall be payable whenever the services are provided during the holidays. Service charges shall be payable as per the accepted rates for service.

**10.9. Certificate shall be obtained from the Engineer In charge of BHEL for Non provision of local conveyance at site. Local conveyance charges as applicable will be paid based on the certificate received from site.**

10.10 Service charges during journey period will be paid full if the journey period is 12 hrs and above. If the journey period is less than 12 hours then service charges will be paid 50% of the applicable service charges on journey period.

10.11. Service charges shall not be payable when there is no work on holidays. However accommodation charges shall be payable if the services are commenced and continued before and after holidays.

10.12. No accommodation charges will be paid at sites if the distance between site and Vendor's works is less than 40KM. However in the event of emergency works, if the vendor has to stay back and continue their work round the clock, accommodations charges may be considered

10.13. Service charges shall be payable for the idle period during regular working days provided the reasons for idleness not attributable to the contractor and attributable to BHEL.

## NOTICE INVITING TENDER

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### **11.0 STATUTORY REQUIREMENTS**

- 11.1 All statutory requirements as per labour laws like ESI, PF etc., have to be arranged by the tenderer.
- 11.2 Necessary insurance (covering WC act) for the workmen engaged by the tenderer has to be taken at his cost and the copy of the same should be submitted before commencement of the work. A copy of the policy covering the staff to be engaged for a period of two years should be submitted within 10 days after the receipt of the work order or Necessary insurance policy for the work men engaged shall be taken at the respective sites before starting the work
- 11.3 An indemnity bond shall be given by the contractor stating that all expenditure caused due to failure of statutory obligations on the part of the tender shall be borne by the tenderer.

9.0	<b>OCCUPATIONAL HEALTH, SAFETY &amp; ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME :</b> BHEL, Power Sector Regions (PSNR / ER / WR / SR) are each certified for ISO 9001. Quality of work to customer's satisfaction and fulfillment of system requirements are the essence of ISO 9001 certification. BHEL, PS Regions have HSE certification (ISO 14001 & OHSAS 18001) and therefore Contractor also shall organize / plan/ perform all their activities to meet with the applicable requirements of these standards.
9.1	<b>HSE (Health, safety &amp; Environment):</b> Contractor will comply with HSE (Health, safety & Environment) requirements of BHEL. HSE requirements in brief, are given below :-
9.1.1	Contractor will nominate one of their qualified and experienced employees as Safety Officer, who will be responsible for all HSE related issues of contractors work area. Safety Officer will have authority to stop any activity, in case he observes that the activity is not being carried out in safe manner. He will conduct surprise inspection as well as periodic inspection/drill (at least once in a month) and submit such reports to BHEL. He will conduct periodic

## NOTICE INVITING TENDER

	<p>meetings with supervisors of different working groups and explain HSE issues and use of PPEs to them. Reports of such meetings will be submitted to BHEL. Contractor will develop suitable work procedures based upon HSE guidelines and OCPs and implement it. Such work procedures will consist of Area of work, T&amp;P Details, Work Procedure, PPE requirements etc. Please refer Schedule VIII of BOCW Rules for number of safety officers, qualification, duties etc.</p> <p>Contractor should highlight the requirement of safety to staff and labour through daily tool box meeting before start of the days job.</p> <p>Contractor to also submit monthly safety reports as per the format / procedure of BHEL.</p>
9.1.2	<p>The contractor shall arrange induction and regular health check of their employees as per schedule VII of BOCW rules by a registered medical practitioner. The contractor shall take special care of the employees affected with occupational diseases under rule 230 and schedule II of BOCW Rules. The employees not meeting the fitness requirement should not be engaged for such job</p>

9.1.3	Following personnel protective equipments (PPEs), in adequate numbers, will be made available at site & their regular use by all concerned will be ensured :-
	- HELMET
	- SAFETY GOGGLES & WELDING FACE SHIELDS
	- SAFETY BELTS AND PROTECTIVE NET FOR WORKING AT HEIGHT
	- SAFETY SHOES
	- EAR PLUG
	- ANY OTHER SAFETY EQUIPMENT REQUIRED FOR SAFE COMPLETION OF THE WORK
	Contractor to also submit monthly reports on above as per the format / procedure of BHEL.
9.1.4	Providing appropriate First Aid facilities for prompt treatment of injuries and illness at work place. Arranging training to contractor workmen / employees for giving first aid.
9.1.5	Arranging ambulance in case of any emergency situation.

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9.1.6	Identification of nearest hospital and health check-up of workmen / employees
9.1.7	Providing filtered drinking water at work place in cool container.
9.1.8	Providing Canteen, Rest Room, Washing facilities to the contracted employees as per provisions of Contract Labour Regulation Act 1970 (Chapter V).
9.1.9	Providing appropriate fire fighting equipment at designated work place and nominate a fire officer / warden adequately trained for his job.
9.1.10	Identification of nearest fire station and display contact telephone nos. / person's name around work places for cases of emergencies .
9.1.11	Providing adequate no. of 24 V sources and ensure that no hand lamps are operating at voltage level above 24 Volts.
9.1.12	Fulfilling safety requirements at all power tapping points.
9.1.13	Red & White caution tape of proper width(1.5 to 2 inch) to be used for cordoning unsafe area such as open trench, excavation area etc.
9.1.14	Providing contractors company logo on cloths /uniform/ proper identity cards with photographs, for correct identification of people working at project site.
9.1.15	High / Low pressure welders to be identified with separate colour clothings. No welders will be deployed without passing appropriate tests and holding valid welding certificates. Approved welding procedure should be displayed at work place.
9.1.16	Displaying safe handling procedures for all chemicals such as lube oil, acid, alkali, sealing compounds etc , at work place .
9.1.17	All scaffolding / platforms should be made from materials of appropriate quality / grade so that these are safe for use. It should be certified/declared safe for use by an experienced contractor person, before any scaffolding / platform is used. Please refer IS:3696 part 1 & 2 and 4014 part 1 & 2
9.1.18	All T&Ps / MMEs should be of reputed brand/appropriate quality & must have valid test / calibration certificates bearing endorsement from competent authority of BHEL.. Contractor to also submit monthly reports of T&Ps deployed and validity test certificates to BHEL safety Officer as per the format/procedure of BHEL.

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9.1.19	Ensure that the regulatory requirement of excessive weight limit (to carry / lift / move weights beyond prescribed limits) for male and female workers are complied with.
9.1.20	Safety slogan, Safety / Caution boards, wherever required to be displayed in consultation with BHEL.
9.1.21	Take suitable measures for waste management and environment related laws/legislation as a part of normal construction activities. Compliance with the legal requirements on storage/ disposal of paint drums (including the empty ones), Lubricant containers, Chemical Containers, and transportation and storage of hazardous chemicals will be strictly maintained. Ensure proper cleanliness of work place, housekeeping and waste management (including proper waste disposal) on daily basis.
9.1.22	It is imperative on the part of the contractor to join and effectively contribute in joint measures such as tree plantation, environment protection, contributing towards social upliftment, conversion of packing woods to school furniture, keeping good relation with local populace etc.
9.1.23	The contractor shall carry out periodic air and water quality check and illumination level checking in his area of work place and take suitable control measure.
9.1.24	The Contractor is required to provide proper safety net systems (IS-11057) where ever the hazard of fall from height is present as per instruction of BHEL Engineer. The safety nets shall be fire resistant, duly tested and shall be of ISI Mark and the nets shall be located as per site requirements to arrest or to reduce the consequences of a possible fall of persons working at different heights.
9.1.25	<p>All applicable OCPs (Operational control procedures) will be followed by contractor as per BHEL instructions. This will be done as part of normal scope of work. List of such OCPs is given below. In case any other OCP is found to be applicable during the execution of work at site, then contractor will follow this as well, within quoted rate. These OCPs (applicable ones) will be made available to contractor during work execution at site. However for reference purpose, these are kept with Safety Officer of BHEL at the Power Sector Regional HQ, or available in downloadable format in the website, which may be refereed by contractor, if they so desire.</p> <p>■ OCP for safe handling of chemicals</p>

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	■	OCP for Electrical safety
	■	OCP for energy conservation
	■	OCP for safe welding and gas cutting operation
	■	OCP for fire safety
	■	OCP for safety in use of hand tools
	■	OCP for first aid
	■	OCP for food safety at canteen
	■	OCP for safety in use of cranes
	■	OCP for storage and handing of gas cylinders
	■	OCP for manual arc welding
	■	OCP for safe use of helmets
	■	OCP for good house keeping
	■	OCP for working at height
	■	OCP for safe excavation
	■	OCP for safe filling of Hydrogen in cylinder
	■	OCP for illumination
	■	OCP for handling and erection of heavy metals
	■	OCP for safe acid cleaning
	■	OCP for safe alkali boil out
	■	OCP for safe oil flushing
	■	OCP for steam blowing
	■	OCP for safe working in confined area
	■	OCP for safe operation of passenger lift, material hoists & cages
	■	OCP for Vehicle maintenance
	■	OCP for safe radiography
	■	OCP for waste disposal
	■	OCP for working at night
	■	OCP for blasting
	■	OCP for DG Set
	■	OCP for handling & storage of mineral wool
	■	OCP for drilling, reaming and grinding(machining) etc.
	■	OCP for hydraulic test
	■	OCP for spray insulation
	■	OCP for trial run of rotary equipment
	■	OCP for stress relieving
	■	OCP for material preservation
■	OCP for cable laying/tray work	
■	OCP for electrical maintenance	
■	OCP for transformer charging	

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	<ul style="list-style-type: none"> <li>■ OCP for safe handling of battery system</li> <li>■ OCP for computer operation</li> <li>■ OCP for storage in open yard</li> <li>■ OCP for sanitary maintenance</li> <li>■ OCP for batching</li> <li>■ OCP for piling rig operation</li> <li>■ OCP for gas distribution test</li> <li>■ OCP for cleaning of hotwell / deaerator</li> <li>■ OCP for electro-resistance heating</li> <li>■ OCP for compressor operation</li> <li>■ OCP for O&amp;M of control of AC plant &amp; system</li> <li>■ OCP for air compressor</li> <li>■ OCP for passivation</li> <li>■ OCP for Safe EDTA Cleaning</li> <li>■ OCP for Safe Chemical cleaning of Pre boiler system</li> <li>■ OCP for Safe Boiler Light up</li> <li>■ OCP for Safe Rolling and Synchronisation</li> <li>■ OCP for Safe Loading of Unit</li> </ul>
9.2	<p><b>SAFETY AND CLEANLINESS :</b></p> <p>The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per discretion of BHEL or its authorised officials (Site Construction Manager) to prevent loss of human lives, injuries, to personnel engaged and damage to property. Before commencing the work, the contractor shall submit a "Safety Plan" to the above authorised BHEL official and obtain approval on the same. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, materials and environment during execution of the work. This will also include an organization structure, role and responsibilities of the concerned key personnel, the safety practices that will be followed, PPEs deployed, plan for handling critical activities and emergencies.</p>
9.3	<p>If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.</p>

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9.4	During the course of construction, alternation or repairs, scrap with protruding nail, sharp edge etc and all other debris shall be kept clean from working areas, passage, ways and stairs in and around site.
9.5	Combustible scrap and debris shall be removed at regular intervals during the course of execution. Safe means shall be provided to facilitate such removal. The combustible scrap should be stored in safe place away from the plant materials to avoid fire accidents. The area shall be chosen in consultation with the Engineer and to be cordoned off.
9.6	Rigging equipment for materials handling shall be inspected prior to use in each shift and as necessary during its use to ensure that it is safe. Defective rigging equipment will be removed from service.
9.7	Rigging equipment shall not be loaded in excess of its recommended safe working load. Rigging equipment, when not in use, shall be removed from the original work area so as not to present a hazard to employees.
9.8	Contractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the condition under which such equipment or container may be handled and used during the performance of the works and the contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction tool and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition will be entertained.
9.9	Where it is necessary to provide and/or store petroleum products or petroleum mixture & explosives, the contractor shall be responsible for carrying out such provision / storage in accordance with the rules & regulations laid down in the relevant petroleum act, explosive act and petroleum and carbide of calcium manual, published by the chief inspector of explosives of India. All such storage shall have prior approval if necessary from the chief inspector of explosives or any other statutory authority. The contractor shall be responsible for obtaining the same.

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9.10	Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dragged, struck or permitted to strike each other violently.
9.11	When cylinders are transported by powered vehicle they shall be secured in a vertical position.
9.12	All workmen of the contractor working on construction area shall wear safety shoes, hand gloves, safety helmets and safety belt as applicable. The contractor shall provide to its workforce and ensure the use of following personnel protective equipment as found necessary and as directed by BHEL.
9.12.1	Safety Helmets conforming to IS-2925 : 1984
9.12.2	Safety Belts conforming to IS-3521:1983
9.12.3	Safety Shoes conforming to IS-1989 : 1978
9.12.4	Eye and face protection devices conforming to IS – 1179:1967, IS 5983:1980, IS 8521 Part 1:1977, IS 8521 Part 2: 1994.
9.12.5	Hand and body protection devices conforming to IS 4770:1991 and IS- 6994 : Part 1: 1973, IS – 8619 : 1977
9.12.6	Ear protection IS-9167:1979
9.12.7	Respiratory Protective Devices as per IS-9473:2002, i4746:1999 and 14166:1994
9.13	The contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL Engineer on demand. Other wise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person at construction site due to lapses by the contractor, the victim and/or his/her dependants shall be compensated by the contractor as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the contractor for presenting his case. Above safety conditions are not exhaustive but gives an idea for the contractor and contractor shall adhere to all safety precaution given by the Engineer at site.

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9.14	The contractor shall arrange at his cost adequate lighting facilities e.g. flood lighting, hand lamps, area lighting etc. at various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area.
9.15	The contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time. He shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.
9.16	The contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.
9.17	Contractor shall ensure safety of all the workmen, material and equipment either belonging to him or to others working at site. He shall observe safety rules and codes applied by BHEL without exception.
9.18	It will be the responsibility of the contractor to ensure safe lifting of the equipment, taking due precaution to avoid any accident and damage to other equipment and personnel. All requisite tests and inspection of handling equipment, tools & tackle shall be periodically done by the contractor by engaging only the COMPETENT PERSONS as per law. Defective equipment or uncertified shall be removed from service. Any equipment shall not be loaded in excess of its recommended safe working load.
9.19	The contractor shall provide necessary first aid facilities as per schedule III. In addition, ambulance facilities, OHC and CMO as per schedule IV, V, X and XI of BOCW Rules as applicable for all his employees, representatives and workmen at site and BHEL shall have no obligation in this regard. The first aid boxes should be placed at various elevations so as to make them available within the reach and at the quickest possible time. The contractor should conduct periodical first – aid classes to keep his supervisor and Engineers properly trained for attending to any emergency.

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9.20	<b>Training</b>
9.20.1	The contractor shall arrange induction safety training for all employees before assigning work. In addition, awareness programme, mock drill at regular intervals and daily tool box meetings shall be arranged. Monthly report of the above to be given to BHEL safety Officer as per prescribed BHEL formats
9.20.2	All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire protection systems. Enough number of such trained personnel must be available during the tenure of contract. Contractor should nominate his supervisor to coordinate and implement the safety measures.
9.21	Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, temporary structure in labour colony etc. Such fire protection equipment shall be easy and kept open at all times. The fire extinguishers shall be properly refilled and kept ready which should be certified at periodic intervals. The date of changing should be marked on the Cylinders. All other fire safety measures as laid down in the "codes for fire safety at construction site" issued by safety coordinator of BHEL shall be followed. Non-compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring either to his materials or equipment or those of others. Emergency contacts nos must be displayed at prominent locations
9.22	The contractor shall at his cost, remove from vicinity of work at least once each day all combustible waste, scrap, painting materials, rubbish, unused or other materials and deposit them in places specified by BHEL to keep the work site clear and tidy. Use of undercoated canvas paper, corrugated paper, fabricated carton, plastic or other flammable materials shall be restricted to the minimum and promptly removed.
9.23	The contractor shall not use any hand lamp energized by Electric power with supply voltage of more than 24 volts in confined spaces like inside water boxes, turbine casings, condensers etc.
9.24	All portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. Only electricians licensed by appropriate

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	statutory authority shall be employed by the contractor to carry out all types of electrical works. Details of earth resource ad their test date to be given to BHEL safety officer as per the prescribed formats of BHEL
9.25	In case of any delay in completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably.
9.26	Valve protection caps shall be kept in place and secured.
9.27	The contractor shall be responsible for the safe storage and handling of his radio-active sources as per BARC rules and regulations.
9.28	Tarpaulin being inflammable should not be used (instead, only non infusible covering materials shall be used) as protective cover while preheating, welding, stress relieving etc. at site.
9.29	If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instruction regarding safety issued by BHEL, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than 7 days indicating the steps that would be taken by BHEL.
9.30	If the contractor succeeds in carrying out its job in time with out any fatal or disabling injury accident and without any damage to property BHEL may, at its sole discretion, favorably consider to reward the contractor suitably for the performance.
9.31	The contractor shall carefully follow the safety requirement of BHEL/ the purchaser with the regard to voltages used in critical areas.
9.32	The contractor shall use only properly insulated and armored cables which conform to the requirement of Indian Electricity Act and Rules for all wiring, electrical applications at site. BHEL reserves the right to replace any unsafe electrical

## NOTICE INVITING TENDER

	installations, wiring, cabling etc. at the cost of the contractor. All electrical appliances used in the work shall be in good working condition and shall be properly earthed. No maintenance work shall be carried out on live equipment. The contractor shall maintain adequate number of qualified electricians to maintain his temporary electrical installations. Area wise Electrical safety inspection is to be carried out on monthly basis as per "Electrical Safety Inspection checklist" and the report is to be submitted to BHEL safety officer
9.33	The contractor shall arrange adequate number of persons specifically for clearing any debris and for house keeping of the erection area including restacking of components in the erection areas. Housekeeping to be carried out as per BHEL's checklist and report is to be submitted to BHEL safety officer
9.34	In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the contractor after holding an appropriate enquiry.
9.35	The contractor shall submit report of all accidents, fires and property damage etc to the Engineer immediately after such occurrence, but in any case not later than 24 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition periodic reports on safety shall also be submitted by the contractor to BHEL from time to time as prescribed by the Engineer. Compiled monthly reports of all kinds of accidents, fires and property damage to be submitted to BHEL safety officer as per prescribed formats.
9.36	Before commencing the work, the contractor shall appoint/nominate a responsible person to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
9.37	Suitable scaffolds shall be provided for workman for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration of work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made of steel. The steps shall have a minimum width of 45 cm and a maximum rise of 30 cm. Suitable

## NOTICE INVITING TENDER

	handholds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ horizontal and 1 vertical.
9.38	Scaffolding or staging more than 3.6 m above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 90 cm above the floor or platform of such scaffolding or staging and extending along the entire length of the out side and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from savor, from swaying, from the building or structure.
9.39	Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform gangways provided is more than 3.6 m above ground level or floor level, they shall be closely boarded and shall have adequate width which shall not be less than 750 mm and be suitably fenced as described above.
9.40	Every opening in the floor or a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.
9.41	Wherever there are open excavation in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
9.42	Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in the length while the width between side rails in rung ladder shall in no case be less than app. 29.2 cm for ladder upto and including 3 m in length. For longer ladders this width shall be increased at least $\frac{1}{4}$ " for each additional foot of length.
9.43	A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to Construction.
9.44	All personnel of the Contactor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal worker

## NOTICE INVITING TENDER

	shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
9.45	Adequate precautions shall be taken to prevent danger for electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
9.46	All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 30 m in length or fraction thereof. The ladder shall be extended from bottom of the trench to at least 90 cm above the surface of the ground. Sides of the trenches which are 1.50 m or more in depth shall be stepped back to give suitable slope or securely held by timer bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
9.47.1	The contractor shall take permission of BHEL prior to risky jobs such as working at height, hot work, liftig activities, etc through permits. No job should be started without permits.
9.47.2	The Contactor shall take all measures at the sites of the work to protect all persons from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any persons for injury sustained or death owing to neglect of the above precautions and to pay any such persons such compensation or which may with the consent of the Contractor be paid to compromise any claim by any such person should such claim proceeding be filed against BHEL, the Contractor hereby agrees to indemnify BHEL against the same.
9.48	Before any demolition work is commenced and also during the process of the work the following shall be ensured:
9.48.1	All roads and open areas adjacent to the work site shall either be closed or suitably protected.
9.48.2	No electric cable or apparatus which is liable to be a source of danger nor a cable or an apparatus used by the operator shall remain electrically charged.
9.48.3	All practical steps shall be taken to prevent danger to persons employed from the risks of fire or explosion or flooding.

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	No floor, roof or other part of the building shall be so overloaded with debris or materials as to render them unsafe.
9.49	All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed in the Site and maintained in a condition suitable for immediate use and the Contactor should take adequate steps to ensure proper use of equipment by those concerned.
9.49.1	Workers employed on mixing asphalted materials, cement and lime mortars shall be provided with protective foot wear and protective goggles.
9.49.2	Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
9.49.3	Those engaged in welding works shall be provided with welder's protective eyesight lids.
9.49.4	Stone breakers shall be provided with protective goggles and protective clothing and seated sufficient to safe intervals.
9.49.5	Where workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into manhole, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
9.49.6	The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken.
9.49.6.1	No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
9.49.6.2	Suitably face masks should be supplied for use by the workers where paints are applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
9.49.6.3	Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.

## NOTICE INVITING TENDER

9.50	When the work is being done near any place where there is risk of drowning all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
9.51	Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe guards. Hoisting appliance should be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, insulting mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductor of electricity.
9.52	All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near the places of work.
9.53	The contractor shall maintain and ensure necessary safety measures as required for inspection and tests HV test, Pneumatic test, Hydraulic test, Spring test, Bend test etc as applicable, to enable. inspection Agency for performing Inspection. If any test equipment is found not complying with proper safety requirements then the Inspection Agency may withhold inspection, till such time the desired safety requirements are met.
9.54	The Contractor shall notify BHEL of his intention to bring to site any equipment or material which may create hazard. BHEL shall have the right to prescribe the conditions under which such equipment or materials may be handled and the contractor shall adhere to such instructions. BHEL may prohibit the use of any construction machinery, which according to him is unsafe. No claim for compensation due to such prohibition will be entertained by BHEL.
9.55	All safety precautions shall be taken for welding and cutting operations as per IS-818. All safety precautions shall be taken for foundation and other excavation marks as per IS-3764.

## NOTICE INVITING TENDER

9.56	.All gas cylinders shall be stored in upright position. Suitable trolley shall be used. There shall be flash-back arrestors conforming to IS-11006 at both cylinder and burner ends. Damaged tube and regulators must be immediately replaced. No of cylinders shall not exceed the specified quantity as per OCP
9.57	These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent, place at work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor
9.58	To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangement made by the contract shall be open to inspection by the Engineer of the Engineer's Representative.
9.59	Keeping the work area clean/ free from debris, removed scaffoldings, scraps, insulation/sheeting wastage /cut pieces, temporary structures, packing woods etc. will be in the scope of the contractor. Such cleanings has to be done by contractor within quoted rate, on daily basis by an identified group. If such activity is not carried out by contractor / BHEL is not satisfied, then BHEL may get it done by other agency and actual cost alongwith BHEL overheads will be deducted from contractor's bill. Such decisions of BHEL shall be binding on the contractor.
9.60	Notwithstanding the above clauses there is nothing to exit the Contractor from the operations of any other Act or Rule in force in area of work in this respect. Provided always that all safety measures apart from those specifically provided in this agreement which are brought to the notice of the Contractor from time to time by the Engineer shall be complied by the Contractor. Provided further that all consequences, damages, or losses arising by reason of any safety code shall be met with by the Contractor.

## NOTICE INVITING TENDER

9.61

**NON COMPLIANCE:-**  
NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND BHEL HAS RIGHT TO IMPOSE FINES ON THE CONTRACTOR AS UNDER **for every instance of violation noticed:**

Sl. No.	Violation of Safety Norms	Fine (in Rs)
01	Not Wearing Safety Helmet	50/- *
02.	Not wearing Safety Belt or not anchoring life line	100/-*
03	Not wearing safety shoe	100/-*
04	Not keeping gas cylinders vertically	100/-
05	Not using flash back arrestors	50/-
06	Not wearing gloves	50/- *
07.	Grinding Without Goggles	50/- *
08.	Not using 24 V Supply For Internal Work	500/-
09.	Electrical Plugs Not used for hand Machine	100/-
10.	Not Slings property	200/-
11.	Using Damaged Sling	200/-
12.	Lifting Cylinders Without Cage	500/-
13.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.	200/-
14.	Not Removing Small Scrap From Platforms	200/-
15.	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting	200/-
16.	Not Maintaining Electric Winches Which are Operated Dangerously	500/-
17.	Improper Earthing Of Electrical T&P	500/-
18	No or improper barricading	500/-
19.	Activity carried out without Safety work permit (Height work, Lifting activity, Hot work-each person/case)	1000/-
20.	Accident Resulting in Partial Loss in Earning Capacity	25,000/- per victim
21.	Fatal Accident/Accidents Resulting in total loss in Earning Capacity	1,00,000/- per victim #

Legend:-\*: per head,  
#: or as deducted by Customer whichever is higher

- Continued in next page

## NOTICE INVITING TENDER

	<p>Any other non-conformity noticed not listed above will also be fined as deemed fit by BHEL. The decision of BHEL engineer is final on the above. The amount will be deducted from running bills of the contractor. The amount collected above will be utilized for giving award to the employees who could avoid accident by following safety rules. Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site. In case of any financial deduction made by Customer for lapses of safety other than what is provided above or elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender/ contract.</p> <p><b><u>CITATION:-</u></b>If safety record of the contractor in execution of the awarded job is to the satisfaction of safety department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.</p>
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## NOTICE INVITING TENDER

9.62	<p><b><u>MEMORANDUM OF UNDERSTANDING</u></b></p> <p>After Award Of Work, Contractors Are Required To Enter Into A Memorandum Of Understanding As Given Below:</p> <p style="text-align: center;"><b><u>Memorandum of Understanding</u></b></p> <ul style="list-style-type: none"><li>➤ BHEL, Power Sector _____ Region is committed to Health, Safety and Environment Policy (EHS Policy).</li><li>➤ M/s _____ do hereby also commit to the same EHS Policy while executing the Contract Number _____</li><li>➤ M/s _____ shall ensure that safe work practices not limited to the above are followed by all construction workers and supervisors. Spirit and content therein shall be reached to all workers and supervisors for compliance.</li><li>➤ BHEL will be carrying out EHS audits twice a year and M/s _____ shall ensure to close any non-conformity observed/reported within fifteen days.</li></ul> <p>Signed by authorized representative of M/s ----- -----</p> <p>Name : _____</p> <p>Place &amp; Date: _____</p>
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	<b>Suspension of Business dealings</b>
2.1	BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
2.2	Suspension could be in the form of 'Hold', 'De-listing' or 'Banning' a contractor.
2.3	<p>A bidder may be put on HOLD for a period of 6 months, for future tenders for specific works on the basis of one or more of the following reasons:</p> <ul style="list-style-type: none"> <li>a) Bidder does not honour his own offer or any of its conditions within the validity period.</li> <li>b) Bidder fails to respond against three consecutive enquires of BHEL.</li> <li>c) After placement of order, Bidder fails to execute a contract.</li> <li>d) Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence.</li> <li>e) Bidder's performance rating falls below 60% in specific category (more fully described in chapter 'Performance Monitoring')</li> <li>f) Bidder works are under strike/ lockout for a long period.</li> </ul>
2.4	<p>A Bidder may be de-listed from the list of registered Bidders of the region for a period of 1 year on the basis of one or more of the following reasons:-</p> <ul style="list-style-type: none"> <li>a) Bidder tampers with tendering procedure affecting ordering process or commits any misconduct which is contrary to business ethics.</li> <li>b) Bidder has substituted, damaged, failed to return, short returned or unauthorizedly disposed off materials / documents / drawings / tools etc of BHEL.</li> <li>c) Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.</li> </ul>
2.5	<p>A Bidder can be banned from doing any business with all Units of BHEL for a period of 3 years on the basis of one or more of the following reasons:</p> <ul style="list-style-type: none"> <li>a) Bidder is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to BHEL's interest.</li> </ul>

	<ul style="list-style-type: none"> <li>b) In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.</li> <li>c) Bidder is found to be involved in cartel formation</li> <li>d) The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc which are contrary to business ethics.</li> <li>e) The Bidder is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</li> <li>f) The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes.</li> <li>g) Bidder is found to have obtained Official Company information/ documentation by questionable means.</li> <li>h) Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.</li> </ul>
12.6	Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
12.7	All existing contracts with a 'BANNED' contractor shall normally be short closed
12.8	Once the order for suspension is passed, existing offers/new offers of the contractor shall not be entertained
12.9	The above guidelines are not exhaustive but enunciate broad principles governing action against contractors

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# PART – II CHAPTER 1

## **CORRECTIONS / REVISIONS IN GENERAL CONDITIONS OF CONTRACT AND FORMS & PROCEDURES**

### **SI No: 1**

#### **OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME**

The following clauses in Occupational Health, Safety & Environment Management / Quality Assurance Programme published in Chapter-IX of Special Conditions of Contract (Volume I Book-II) is revised as under.

#### **Chapter IX Clause 9.1 is modified as below:**

Contractor will comply with HSE (Health, Safety & Environment) requirements of BHEL as per the “HSE Plan for Site Operations by Subcontractor” (Document No. HSEP: 14 Rev (0) enclosed as **chapter-5 in part II of Technical Conditions of Contract (Volume-I Book-I).**

Chapter IX Clause 9.1.1 to 9.1.25 stands deleted.

Chapter IX Clause 9.2 to 9.62 stands deleted.

**The EARNEST MONEY DEPOSIT (EMD) clause 1.9 published in General Conditions of Contract (Volume I Book-II) is revised as under.**

#### **1.9 EARNEST MONEY DEPOSIT**

1.9.1 Every tenderer must furnish the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

1.9.2 Modes of deposit of EMD

- i. Cash deposit as permissible under Income Tax Act (before tender opening)
- ii. Electronic Fund Transfer credited in BHEL account (before tender opening)

- iii. Banker's cheque or Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' (along with offer) and payable at Regional HQ issuing the tender.
- iv. Incase total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs. 20 Lakh may be accepted in the form of Bank Guarantee from Scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months from the latest due date of tender submission.
- v. No other form of EMD remittance shall be acceptable to BHEL.

1.9.3 EMD shall not carry any interest.

1.9.4 EMD by the Tenderer will be forfeited as per NIT Conditions, if:

- i. After opening the tender and within the offer validity period, the Tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/Contract

1.9.5 EMD given by all unsuccessful tenderers will be refunded normally within 15 days of award of work.

1.9.6 EMD of successful tenderer will be retained as part of Security Deposit.

1.9.7 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant" Guidelines on Suspension of Business dealings with suppliers/contactors" and forfeited / released based on the action determined under these guidelines.

1.9.8 Bank details for Electronic fund transfer is as follows.

BHEL-PSSR-Chennai,

Bank Account No:10610819499,

IFSC code: SBIN0000912,

State Bank of India, 690, EVR Periyar Building, Nandanam,  
Anna Salai, Chennai 600035, Email: sbi00912@sbi.co.in

Thanking you,

Yours faithfully,

For BHARAT HEAVY ELECTRICALS LTD,

INCHARGE/FEX