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TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/PSNR SITES/SAFETY-CS/966

FOR

“Hiring Safety Consultancy Services at PSNR domestic sites during execution of projects of PSNR.”

PART I – TECHNICAL BID



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)



ISO 9001, ISO 14001,
OHSAS 18001 & SA 8000
certified company
SubContract and Purchase Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
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TENDER NO. BHEL/NR/SCT/PSNR SITES/SAFETY-CS/966

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



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NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES OR PURCHASE TENDERS FROM THIS OFFICE ALSO

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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/NR/SCT/PSNR SITES/SAFETY-CS/966
ii	Broad Scope of job	Hiring Safety Consultancy Services at PSNR domestic sites during execution of projects of PSNR.
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> Applicable
d	Volume-ID	<i>Forms and Procedures</i> Applicable
e	Volume-II	<i>Price Schedule (Absolute value).</i> Applicable
iv	Issue of Tender Documents	1. <u>Sale from BHEL PS Regional office at :</u> Start : 14/08/14 , Time : 0900 HRS Closes: 04/09/14 , Time :1200 HRS 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission. Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 04/09/ 2014 , Time : 1500 HRS Place : Noida Applicable
vi	OPENING OF TENDER	Date : 04/09/ 2014 <i>(within 2 hours of the latest due date and time of offer submission).</i> Notes: Applicable

		(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	
vii	EMD AMOUNT	Rs 1,50,000/-	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 26/08/2014 Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Applicable /Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Applicable /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 (www.bhel.com -->Tender Notifications →View Corrigendums) <u>and not in the newspapers</u> . 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 Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl. No. iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
 - One set of tender documents shall be retained by the bidder for their reference

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

Sl no	Description	Remarks
	Part-I A	
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: <ol style="list-style-type: none"> In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. 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"> In case of acceptance of the deviations, appropriate loading shall be done by BHEL In case of unacceptable deviations, BHEL reserves the right to reject the tender 	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER)	

	TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

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

	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ Envelopes III 	

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

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 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:

Bidders capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:

- I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The 'Load' is the sum of the unit wise identified packages (refer Table-1) for contracts with BHEL Regions. The cut off month for reckoning 'Load' shall be the month, two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:

(Note: For example if latest bid submission is in Aug 2011, then the 'load' shall be calculated upto and inclusive of June 2011)

i). Total number of Packages

Total number of Packages in hand = P

Where

- 'P' is the sum of all unit wise identified packages under execution with BHEL Regions as of the cut off month defined above, including packages yet to be commenced, excepting packages which are on HOLD due to reasons not attributable to Bidder..

- II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (**under execution/** executed during the 'Period of Assessment' in all the Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the month two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:

(**Note:** For example if 'latest date of bid submission' is in Aug 2011, then the 'performance' shall be assessed for a 6 month period upto and inclusive of June 2011, for all the unit wise identified packages (refer Table I)

i). Calculation of Overall 'Performance Rating' for 'similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

- $P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc be the packages (**under execution/** executed during the 'Period of Assessment' in all Regions) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (i.e $P_T = P_1 + P_2 + P_3 + P_4 + \dots P_N$)
- Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2 , T_3 for package P_3 , etc for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (i.e $T_T = T_1 + T_2 + T_3 + T_4 + \dots T_N$)
- Sum ' S_1 ' of 'Monthly Performance Evaluation' Scores ($S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, S_{1-5}, \dots S_{1-N}$) for similar package P_1 , for the 'period of assessment' ' T_1 ' (i.e $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots S_{1-N}$). Similarly S_2 for package P_2 for period T_2 , S_3 for package P_3 for period T_3 , etc for the tendered scope for all Regions. Now calculate cumulative sum ' S_T ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' P_T ' for all Regions (i.e ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots S_N$).
- Overall Performance Rating ' R_{BHEL} ' for the similar Package/Packages (under execution/** executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL):

$$= \frac{\text{Aggregate of Performance scores for all similar packages in all the Regions}}{\text{Aggregate of months for each of the similar package for which performance should have been evaluated in all the Regions}}$$

$$= \frac{S_T}{T_T}$$

- e) Bidders to note that the risk of non evaluation or non availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder

f) Table showing methodology for calculating 'a', 'b' and 'c' above

Sl no	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P ₁	P ₂	P ₃	P ₄	P ₅	...	P _N	Total No of similar packages for all Regions = P _T ie Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment for corresponding similar Package' (as in row 1)	T ₁	T ₂	T ₃	T ₄	T ₅	...	T _N	Sum (Σ) of columns (iii) to (ix) = T _T
3	Monthly performance scores for the corresponding period (as in Row 2)	S ₁₋₁ , S ₁₋₂ , S ₁₋₃ , S ₁₋₄ , ... S _{1-T1}	S ₂₋₁ , S ₂₋₂ , S ₂₋₃ , S ₂₋₄ , ... S _{2-T2}	S ₃₋₁ , S ₃₋₂ , S ₃₋₃ , S ₃₋₄ , ... S _{3-T3}	S ₄₋₁ , S ₄₋₂ , S ₄₋₃ , S ₄₋₄ , ... S _{4-T4}	S ₅₋₁ , S ₅₋₂ , S ₅₋₃ , S ₅₋₄ , ... S _{5-T5}	S _{N-1} , S _{N-2} , S _{N-3} , S _{N-4} , ... S _{N-TN}	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S ₁	S ₂	S ₃	S ₄	S ₅	...	S _N	Sum (Σ) of columns (iii) to (ix) = S _T

- ii) Calculation of Overall 'Performance Rating' (R_{BHEL}) in case 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. 'R_{BHEL}' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- 'Period of Assessment.
- 12 months preceding the cut-off month
- 24 months preceding the cut-off month
- 36 months preceding the cut-off month

In case, R_{BHEL} cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'

- iii) Factor "L" assigned based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions.:

Sl no	Overall Performance Rating (R_{BHEL})	Corresponding value of 'L'
1	≤ 60	NA
2	> 60 and ≤ 65	0.4
3	> 65 and ≤ 70	0.35
4	> 70 and ≤ 75	0.25
5	> 75 and < 80	0.2
6	≥ 80	NA

III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages $P_{Max} = (R_{BHEL} - 60)$ divided by corresponding value of 'L'
i.e. $(R_{BHEL} - 60)/L$

Note:

- In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number
- For $R_{BHEL} = 60$, $P_{Max} = '1'$
- For $R_{BHEL} \geq 80$, there will be no upper limit on P_{Max}

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if $P \leq P_{Max}$
(where P is calculated as per clause 9.I)

IV. Explanatory note:

- Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or CI, etc at the individual level irrespective of rating of Plant, and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, CI, Civil, Structure, etc is considered individual level of package. For example in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl no II above, needs to be evaluated considering all the identified packages (ie Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above
- Identified Packages (Unit wise)

Table-1

Civil	Electrical & CI	Mechanical
i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). CI iii). Others (Elec & CI)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). LP Piping iv). ESP v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Handling x). Material Management xi). Material Handling & Material Management xii). Others (Mechanical)

- c) Bidders who have not been evaluated for at least six package months in the last 36 months in the online BHEL system for contractor performance evaluation in BHEL PS Regions, wef July'2010 shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.

The "FIRST TIMER" tag shall remain till execution of work for a period of not less than 09 months, from the commencement of work of first package

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Capacity Evaluation of Bidders'.

- d) In the unlikely event of all bidders shortlisted against Technical and Financial Qualification criteria not meeting the criteria on 'Assessment of Capacity of Bidders' detailed above, OR leads to a single tender response on applying the criteria of 'Assessment of Capacity of Bidders' or due to non-approval by Customer, then BHEL at its discretion reserves the right to consider the further processing of the Tender based on the **Overall Performance Rating 'R_{BHEL}'** only, starting from the upper band.

- e) 'Under execution' shall mean works in progress as per the following:

- i. up to Boiler Steam Blowing in case of Steam Generator and Auxiliaries
- ii. upto Synchronisation in case of all other works excepting sl no (i) and (iii)
- iii. Upto execution of at least 90% of anticipated contract value in case of Civil & Structures (unit wise), Enabling works and upto 90% of material unloading (in tonnage) as per the original contract in case of MM Package.

Note : BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (i), (ii) and (iii) above, depending upon the balance scope of work to be completed.

- f) Performance evaluation in CL 9 above is applicable to Prime bidder and consortium partner (or Technical tie up partner) for their respective scope of work.

- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be

decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDs' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 **Not used**
- 24.0 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.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

- 27.0 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for 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.

- 28.0 It may please 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 **Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

MSE suppliers can avail the intended benefits only if they submit along with the offer, or before price bid opening, attested copies of either EM-II certificate having deemed validity (two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (format enclosed as Annexure - 3) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM-II is over. Date to be reckoned for determining the deemed validity will be last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission

No benefits shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

30.0 **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:

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

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Annexure-3: Chartered Accountant certificate for MSMED
04. Annexure-4: General Terms and Conditions of Reverse Auction (RA)
- 05 Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS**

JOB	"Hiring Safety Consultancy Services at PSNR domestic sites during execution of projects of PSNR."
TENDER NO.	BHEL/NR/SCT/PSNR SITES/SAFETY-CS/966

SL. NO.	PRE QUALIFICATION CRITERIA	Name and Description of qualifying criteria
A	Submission of Integrity Pact duly signed	Not Applicable
B	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT	Not Applicable
C	<p><u>Technical</u></p> <p>Bidder should have experience of successful completion of any one of the following during last seven (07) years ending last day of the month previous to the month of last date of bid submission</p> <p>C-1 Three (03) similar works completed should not be less than Rs. Twenty Seven (27) Lacs each (excluding service tax).</p> <p>C-2 Two (02) similar works completed should not be less than Rs. Thirty Four (34) Lacs each (excluding service tax).</p> <p>C-3 One (01) similar works completed should not be less than Rs. Fifty Four (54) Lacs each (excluding service tax).</p> <p>Similar work is defined as "Providing Safety Consultancy Services in construction project, preferably related to Power, Oil, Gas or Process Industries by deploying qualified safety engineer at project site."</p>	Applicable
D	<p><u>Financial</u></p> <p>D-1 Turnover: Average annual financial turnover of Rs. Twenty Lacs Sixteen Thousand (Rs. 20.16 Lacs) based on the audited accounts of last three financial years i.e. 2010-11, 2011-12 and 2012-13.</p> <p>D-2 Net worth: Net worth of bidders based on the latest audited accounts, as furnished for 'D1' above should be positive.</p> <p>D-3 Profit: Bidder must have earned cash profit in any one of the last three (3) financial years as applicable in last three years defined in 'D1' above based on latest audited accounts.</p> <p>(Relevant documents, meeting above requirements at C & D, shall be submitted by bidders.)</p>	Applicable
E	Approval of Customer	Not Applicable
F	Consortium criteria	Not Applicable

ANNEXURE - 2**CHECK LIST****NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (<input checked="" type="checkbox"/>) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO

19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/ Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/ Not Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE - 3**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 on date..... as per MSMED Act 2006 is as follows:

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

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

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

ANNEXURE - 4**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

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

provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.

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

ANNEXURE – 5**Authorization of representative who will participate in the on line Reverse Auction Process;**

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

Rev 00
6th JULY
2010

TECHNICAL CONDITIONS OF CONTRACT (TCC)

(Document No PS:MSX:TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – I : Project Information

As a part of scope of work, Safety Engineers to be deployed by bidder at following BHEL – PSNR sites:

Sl No.	Location	Address	Customer
1	ANPARA -D	BHEL Site Office, Anpara - D TPS, Distt. Sonebhadra (U. P.) - 231225	UPRVUNAL
2	BARA	BHEL Site Office, PPGCL Bara, P.O. Lohgara, P.S. Shankargarh, Tehsil Bara, Distt. Allahabad (UP)	PPGCL
3	LALITPUR	BHEL Site Office, Lalitpur Super Thermal Power Project, Village Mirchwara, P.O. Buragaon, Tehsil Mahroni, Distt. Lalitpur (UP)	LPGCL
4	RAPP KOTA	BHEL Site Office, 2X700 MW, RAPP – 7&8, Rawatbhata, Rajasthan	NPCIL
5	GADARWADA	BHEL Site Office, Gadarwara STPP 2X800 MW, Malani House, station road near Chichli Tiraha, Gadarwara, Distt. – Narsinghpur, (M.P.) - 487551	NTPC
6	UNCHAHAR	BHEL Site Office, NTPC Unchahar 1X500 MW	NTPC
Note: The above list indicates the sites where deployment of Safety Engineers is envisaged during the contract period. However, PSNR has its operation at many other sites, including Thermal/Hydro/Nuclear projects in the states of Delhi, Utter Pradesh, Rajasthan, Haryana, Punjab, Himachal Pradesh, Jammu & Kashmir and Uttarakhand. During the contract period more sites and corresponding areas of work can be included.			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works

2.0 SCOPE OF WORK FOR SAFETY CONSULTANCY SERVICES

BHEL / Power Sector – Northern Region (henceforth called "BHEL - PSNR") is engaged in the Erection, Commissioning, Service after Sales, Renovation and Modernisation of Power Plants (thermal, hydro, gas and nuclear based) located in Northern India. It proposes to outsource Safety Consultancy Services. The scope of which is detailed in the following paragraphs.

All of what is detailed below shall be done in consultation with and/ or under the guidance of BHEL personnel designated for the purpose.

2.1 Detailed Scope of Safety Consultancy (Site)

The scope of services shall include providing Safety Consultancy Services at site during erection, pre-commissioning and commissioning stages of various packages / equipments in the scope of BHEL as per the general engineering practices so that the work is completed to the complete satisfaction of all concerned w.r.t. the safety aspects.

Safety Consultancy Services (Site) scope shall include but shall not be limited to the following:

- Provide necessary advice to BHEL w.r.t. all Safety aspects at project sites and ensure implementation of the same for an ultimate accident free site.
- Recommend suitable measures to BHEL site in-charge (Construction Manager) or any engineer nominated by him to avoid accidents/ incidents. Taking all actions, ensuring accident free work at site.
- Shall work as interface between various agencies such customer, package-in-charges, subcontractors on Safety matters for ensuring overall safety at Project Site.
- To conduct/co-ordinate for induction training at site for new workers and other HSE trainings for BHEL/Other agencies working on behalf of BHEL at site including mock fire drill, Tool Box Talk, PEP Talk, Electrical Safety, Radiation Safety etc.
- Preparation of MIR as desired by BHEL site in-charge (Construction Manager).
- To ensure statutory compliance by BHEL/Sub-contractors in respect of BOCW Act / Factory Act.
- To organize Safety Committee Meetings at site (once in a month), prepare and circulate minutes of meeting and follow-up for compliance of action points.
- To report any accident taking place at site to construction manager and Head Quality & Safety at PSNR, Noida-HQ.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works

- To provide support to BHEL Site for 'periodic health check-up', 'Tree plantation' and other 'Environment management program' being organized by BHEL.
- Carry out safety inspection of Work Area, Work Method, Men, Machine & Material and other tools and tackles.
- Coordinate and ensure timely Third Party Inspection/Certification of Cranes/Hydras/Lifts/Other Lifting Appliances & Gears used at Site.
- Help concerned HOS to prepare Job Specific instructions for critical jobs.
- Conduct investigation of all accident/dangerous occurrences & recommend appropriate safety measures to prevent re-occurrence.
- To ensure implementation of HSE work permit systems and OCPs at site.
- To ensure use of PPE's / Safety Equipments in work area and take necessary action in case of observed violations.
- To prepare Emergency Response Plan and ensure Emergency Preparedness of site.
- Ensure reporting of all accidents/incidents including "Near Miss" and take improvement initiatives to avoid future occurrence.
- Coordinate and conduct campaigns, competitions & other safety promotion programme at site.
- To provide necessary support to site management during Internal/External HSE Audits as and when conducted.
- Apprise Head (Quality & Safety) at PSNR-HQ, Noida on all matters pertaining to site safety.
- Overseeing the total safety functions at site, under the guidance /supervision of BHEL Engineer.
- Any other work assigned from time to time.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works

2.2 To provide above services at PSNR sites, bidder shall post Safety Engineers possessing minimum Qualification and experience as indicated below:

Technical Qualification: Four (04) Year Bachelor Degree in Engineering or Three (03) Year Diploma in Engineering from an institute/college/ university recognized by AICTE /UGC/State Technical Education Board.

and

Safety Diploma: Minimum one (01) year, Full time Degree or Diploma in Industrial Safety from a recognized institute, with at least one paper in Construction Safety (as an elective subject)

and

Additional Qualification: Should have attended a First-Aid & CPR Training by St. Johns Ambulance Association/Indian Red Cross Society/Any other similar organization before deployment or should attend the same within 3 months of deployment at PSNR Site.

and

Experience: Min. Two (02) years (for candidates having Degree in Engg.) / Five (05) Years (for candidates having Diploma in Engg.) experience of supervisory level at construction sites preferably in Power/ Petro-chemical/similar industrial project, out of which at least one year (for candidates having Degree in Engg.) / Two years (for candidates having Diploma in Engg.) experience must be after passing Degree/Diploma in Industrial Safety.

and

Language: Has adequate knowledge of the local language of the place of deployment.

Note: All the qualifications & experiences shall be reckoned from the date of deployment of Safety Engineer at PSNR Site. Any relaxation in Qualifications/experiences will not be allowed in any case.

2.3 Medical & Physical Fitness:

Safety engineer deployed at site should be medically and physically fit for undertaking their assignment & should be fit for undertaking jobs even at height.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II : Scope of Works

2.4 Special Conditions

- 2.4.1 Safety Engineers shall be governed by 'Confidentiality' clause. They shall not, in any manner, misuse the data/ information accessible/available to them.
- 2.4.2 All Manuals, drawings, specifications and other relevant document/ data provided to Safety Engineer for undertaking relevant tasks, shall be returned to BHEL after completion of job/ completion/ termination of contract. Such documents shall not be used by the Safety Engineers for any purpose other than for the designated task.
- 2.4.3 All data generated/ used by the Safety Engineers shall be the property of BHEL. These cannot be published/ utilized or taken away by the Safety Engineer or any staff of the Contractor.
- 2.4.4 Credentials of Safety Engineers shall be approved by BHEL-PSNR and/ or its customer prior to their deployment to BHEL sites. Bio-data and copy of all certificates in respect of qualification and experience of the candidate shall be submitted for approval prior to his deployment at PSNR Site. If required, contractor has to arrange for interview of the candidates by BHEL at no extra cost.
- 2.4.5 Safety Engineers shall report to Construction Manager and BHEL HSE Coordinator/Safety Engineer at Site.
- 2.4.6 For any exigencies during execution of the contract or against requirement of services at any location other than place of normal work / site (for outstation locations only), if desired and instructed by BHEL Engineer, the contractor shall have to provide Consultancy services by deputing its personnel from an existing site. In such a case, the contractor will however be reimbursed expenses incurred on such deployment only for the person deputed, as below:
 - a) Travel expenses at actual shall be paid (limited to 2AC to and fro train fare) with reservation / supplementary charges etc. subject to furnishing of details regarding ticket numbers, journey details, amount of fare etc. and submission of proof thereof.
 - b) Local conveyance charges (Actual bus / cycle rickshaw/auto rickshaw/ taxi fare for local journeys at out station) as permitted by the BHEL Engineer.
 - c) Daily allowances @ Rs.200/- per day

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II : Scope of Works

- d) Lodging @ Rs.1000/- per day.
- e) Postal / telegraphic / telephones charges, if any, subject to production of proof of having incurred such expenditure only in relation to the official work.

The movement of Contractor's Safety Engineer outside construction site shall be subject to the prior approval of BHEL construction Manager.

- 2.4.7 Safety Engineers shall follow working hours, number of working days per week and holidays as per norms and holiday list of BHEL office where they are deployed.
- 2.4.8 Each man day shall consist of 8 (eight) working hours excluding lunch break. However, at times work may continue round the clock including on Sundays and holidays and services of Safety Engineers may be required beyond the normal working hours as decided by BHEL. No compensation, in any form, shall be given by BHEL for such over stays beyond normal working hours or working on Sundays and holidays.
- 2.4.9 Bidders shall have to provide the Safety Consultancy services on a continuous (daily) basis. In the event of the bidder not providing the required services on any day or for any period, pro-rata recovery shall be made from the contractor's monthly bills for such period. For this purpose i.e. for deduction or for part payment, if any, each month shall be considered to be of 30 days.
- 2.4.10 In case deputed Safety Engineers goes on long leave (> 7 days) or leaves the services without informing BHEL, the contractor will have to make suitable alternative arrangements within 7 days of service interruption at his own cost, including travel expense. In case contractor fails to provide above-mentioned services as desired by BHEL, the latter shall have the right to hire such services from other agencies at the risk and cost of the contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II : Scope of Works

- 2.4.11 Contractor shall ensure that payment and dues admissible to Safety Engineers deployed are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to Safety Engineers. Such payments shall be back charged/ recovered from bills of the contractor or from security deposit/ bank guarantee. On demand by BHEL, pay roll sheet giving details of all payments made to Safety Engineers, duly signed by contractor shall be furnished by the contractor.
- 2.4.12 BHEL reserves the right to terminate the above contract at any point of time without assigning any reason upon giving 30 days notice to the Contractor.
- 2.4.13 BHEL reserves the right to regulate strength of deployment of contractor's manpower as per requirements and/or to short close the contract. In such eventuality, 15 days notice shall be given by BHEL to the contractor and payment shall be made for the completed months or part thereof on pro-rata basis. No other compensation will be given by BHEL.
- 2.4.14 In case the performance of the Safety Engineers is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable Safety Engineer, from the date Safety Engineer has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the contractor within 15 days.
- 2.4.15 In case Safety Engineers are found to be indulged in malpractices, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL will have right to decide the payment to be given for services provided by such Safety Engineers. Replacement of such persons will have to be arranged by the contractor within 15 days.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II : Scope of Works

- 2.4.16 In case, the contractor fails to provide Safety Engineers in time BHEL will have option to arrange the services by other suitable agency. Additional cost of such agencies together with overhead charges as per BHEL policy will be borne by contractor, which shall be deducted from any sum payable to the contractor.
- 2.4.17 All Insurance and other liabilities of Safety Consultancy Engineer/Engineers posted at sites shall be the responsibility of the bidder. The bidder shall indemnify BHEL against all risks and consequential liabilities that may occur due to the negligence of their Engineer/Engineers.
- 2.4.18 Compliance of all statutory requirements like Workmen Compensation, PF, Minimum Wages etc., as applicable to their Engineers posted at site shall be in bidder's scope and bidders will have to submit the copies of relevant documents to BHEL at the time of or during the deployment of their personnel.
- 2.4.19 Contractor shall fully understand scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.
- 2.4.20 It is expected that one or maximum two Engineer / Engineers shall be adequate to provide the safety consultancy services at each site as per the scope defined here. However, depending upon the site requirement, the no. of Safety Engineer(s) to be deployed at site may increase or decrease. Bidder may note this while quoting their rates.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

SI Nos.	Description	Scope / to be taken care by	
		BHEL - PSNR	Bidder
1	Reasonable office space with furniture	Yes	
2	Expenditure towards use of mobile phone in relation to work at site.		Yes
3	Suitable bachelor accommodation	Yes	
4	Local transport from residence to site (on shared basis)	Yes	
5	All PPE's like Helmet, Full Body Harness and Gloves etc. except Safety Shoes.	Yes	Safety Shoes in Bidder Scope

Note:

The facilities provided by BHEL, may have to be shared by contractor's personal with other BHEL/Subcontractor' employees, if required. However, he will not share the facilities with any person not authorised by BHEL.

NOT APPLICABLE

NOT APPLICABLE

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time Schedule

6.0 Time Schedule

6.1 To provide Safety Consultancy Services, the contractor is required to depute the Safety Consultancy Engineer/Engineers within 15 days from the date of issue of instruction in this regard by BHEL. The schedule/instruction for deployment to be obtained by bidder from Construction Manager of the concern site/Head (Quality & Safety), BHEL, PSNR, Noida. However, BHEL Engineer at concerned site will certify the actual date of deployment of Safety Engineer. Payment shall be made as per the actual deployment made as per BHEL requirement.

6.2 Contract Period:

Safety Consultancy Services are required initially for a period of 02 (Two) years under this contract. However, BHEL has the option to renew the contract on the same rates, terms and conditions for a further period of one more year to be reviewed and renewed at the end of initial contract period of 02 (Two) year. The Contract period can be reduced with prior notice period of (01) one month at sole discretion of BHEL and no compensation shall be paid by BHEL against such foreclosure of contract.

The date of LOI shall be reckoned as the date of start of contract.

6.3 Tentative Deployment Plan:

Tentative deployment plan during the Two Year i.e. 2014-16 shall be around 210 man-months. The Safety Engineers under this contract may be deployed at any of the BHEL PSNR sites. However, sites where the Safety Engineers are accepted to be deployed during the two years period of the contract (i.e. 2014-16) are as per Annexure –A of this NIT.

Any addition or deletion to the number of projects/personnel specified in the deployment plan shall be intimated to the contractor in advance.

Notes:

1. Deployment period given above is only tentative/indicative. Actual nos. may vary according to actual requirement of BHEL and the contractor shall provide services as per BHEL's requirement. Additional requirement, if any, shall be met by contractor at the same rates, terms and conditions.
2. The deployment of Safety Engineers will vary as per actual requirement.
3. At particular site, all Safety Engineers might not be required at the same time.
4. Deployment of Safety Engineers shall be done solely at the discretion of BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: Terms of Payment

7.0 Terms of Payment

- 7.1 Based on man months actually deployed and certification by Construction Manager at site, monthly payment will be made to the contractor on pro-rata basis.
- 7.2 Contractor shall submit bills for providing Safety Consultancy Services once in a month, detailing work done by them during the month. The format for billing shall be approved by BHEL site before raising invoices.
- 7.3 It shall be the responsibility of contractor to obtain and submit certificate from BHEL authority regarding deployment of claimed man month.
- 7.4 Payment for the services provided by the bidder under this contract will be made by BHEL Site Office within a month from the date of the submission of clear and correct bill along with details/desired documents by the contractor subject to completion of work assigned to the contractor personal and to the entire satisfaction of the BHEL Engineer.
- 7.5 Period between first day of the calendar month to the last day of calendar month shall constitute to be one month. The contractor shall submit the bill along with certification (as mentioned above) within one week of the subsequent month to BHEL Site office.
- 7.6 Deductions, if any, shall be made by BHEL from the monthly bill and payment made within 30 days by respective BHEL Site Office subject to correctness and completeness of the bill.
- 7.7 Payment shall be released by BHEL on monthly basis against invoices raised by contractor to BHEL with certified time sheets.
- 7.8 Payments shall be made by cheque or bank transfer.
- 7.9 **Mobilization Advance:** No mobilization advance is payable in this contract.
- 7.10 **Price Variation and Overrun Charges:** The accepted rates shall remain firm throughout the execution period including extension period (if any) and no escalation/ revision shall be payable. No overrun charges and price variation shall be payable/recoverable.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: Taxes and other Duties

8.0 **TAXES, DUTIES, LEVIES**

The contractor shall pay all taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges (except service tax as mentioned under clause no. 8.2) which may be levied on the input goods/services consumed and output goods/services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding **Service Tax** on output services and goods shall be as per following clauses.

8.1 **Income Tax**

Income tax and surcharge and any other applicable tax etc., if any at prevailing rates shall be deducted from the bills unless Exemption Certificate from appropriate Income Tax Authority / Authorities is furnished.

8.2 **Service Tax & Cess on Service Tax**

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax and Cess on Output Services.

Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. The Service Tax Rules permit more than one option or methodology for discharging the liability of tax/levy/duty and BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor. Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract.

For the purpose of claiming any Service Tax from BHEL, the following procedure shall be adopted:

Contractor shall submit serially numbered Service Tax and Cess Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VIII: Taxes and other Duties

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

All the four conditions shall be fulfilled in the invoice for payment of Service Tax by BHEL. Where more than one nature of Service under Service Tax Rules is involved, the invoice mentioned above shall contain the breakup of all values for each nature of Service.

Name and address of the contractor should be same in the service tax invoice and monthly bill. Any change in the name and address in past should be supported by documentary evidence duly certified by the registering authority.

Purpose of above requirements, interlia, is to enable availment of Cenvat credit by BHEL. As per recent amendments, Time restrictions for taking Cenvat credit is within six months from date of invoice. Wherever Cenvat credit could not be availed by BHEL within statutory time limit of 6 months due to delay in submission of invoices or for any other reasons attributable to contractors, Liability towards loss of such Cenvat credit shall be passed on to contractors.

The bidder who do not accept and comply with above provisions, are liable to be rejected against this tender.

8.2 Modalities of Tax Incidence on BHEL

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.

8.3 New Taxes/Levies

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IX: Other Requirements

9.0 **INSURANCE**

- 9.1** It shall be the sole responsibility of the Contractor to take insurance policies for the Safety Engineers against risks of accidents and injury while at work as required by the rules and make compensation if any.
- 9.1.1 If due to negligence and/ or non-observance of safety and other precautions by Safety Engineers, any accident/ injury occur to any other person(s)/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 9.1.2 The contractor will take necessary precautions and due care to protect any material/ equipment/ hardware etc., while in custody of their Safety Engineers, from any damages/ loss till the same is taken over by BHEL/ returned/ handed over to BHEL or customer. BHEL reserves the right to recover loss from contractor, in case the damage/ loss is due to carelessness/ negligence on the part of Safety Engineer of the contractor. In case of any theft, while in custody of contractor's Safety Engineer, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequent police investigation report shall be submitted to BHEL for taking up with insurance.
- 9.1.3 In case any surrounding property gets damaged due to negligence/ carelessness of contractor's Safety Engineer, the contractor shall submit necessary documents for lodging insurance claim as required by BHEL. BHEL, however, reserves the right to recover deductible franchise and also unsettled portion of insurance claim from the contractor.
- 9.2 Security Deposit** The contractor shall submit Security Deposit as per clause no. 1.10 of the General Conditions of Contract (GCC).
- 9.3** In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
- 9.4** The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of evaluation of Techno-commercial bids. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
- 9.5 Liquidated Damages:** Applicable as per clause no. 2.7.9 of the General Conditions of Contract (GCC).

9.6 Modification/ Deletion of GCC & SCC clauses:

- 9.6.1 Clause nos. of GCC – 2.12 (ORC), 2.14 (Quantity Variation), 2.15 (Extra works), 2.16 (Supplementary items), 2.17 (PVC) shall not be applicable for this tender.
- 9.6.2 Clause nos. of SCC – 4.0 (Obligations of Contractors), 5.5 (Providing Urinal), 5.6 (Obtaining Labour Licence), 6.0 (Material Handling, Storage & Preservation etc.), 8.0 (Inspection and Quality) shall not be applicable for this tender.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – X: Annexure

ANNEXURE-A

Tentative Plan for Deployment of Outsourced Safety Engineers at PSNR Domestic Sites during 2014-16

SI No	Site /Location	No. of Safety Engineer (S.E.) to be deployed	Tentative Period of deployment	Tentative Man-month required
		A	B	(AXB)
1	ANPARA -D	2	24 Months	48
2	BARA	2	First 12 Months	24
		1	Later 12 months	12
3	LALITPUR	2	First 18 Months	36
		1	Later 6 Months	6
4	RAPP KOTA	1	24 Months	24
5	GADARWADA	1	First 12 Months	12
		2	Later 12 months	24
6	UNCHA HAR	1	24 Months	24
Total Man-months for two years				210

- The above deployment plan is tentative only. The deployment of Safety Engineers may vary in terms of period as well as quantity as per actual requirement.
- During the contract period more sites and corresponding areas of work can be included. Additional man-power, if required, shall be provided by the agency at quoted rates.
- All Safety Engineers given in the above deployment plan might not be required at the same time.
- Deployment of Safety Engineers shall be solely at the discretion of BHEL PSNR and they may have to be shifted from one project site to another project site during contract period.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Unpriced Rate Schedule

Job: "Hiring Safety Consultancy Services at PSNR domestic sites during execution of projects of PSNR."

Sl. No.	Description	Number of Man-months for Two years	Rate per Safety Engineer per month (Rs.)	Total Amount in Rs. (In figures and words)
		(A)	(B)	(C) = AXB
1.	Rate in Rs. per man – month for providing Safety Consultancy services by deploying Safety Engineers, at different sites of PSNR as per scope and terms & conditions given in the tender specification, inclusive of all taxes (Excluding Services Tax) etc.	210		
GRAND TOTAL AMOUNT (In Rupees)				

Notes:-

- a) No. of Man-months indicated above is tentative and is liable to vary depending upon the site requirement.
- b) Utilization of contract quantity of 210 man-months shall be spread over a period of two years (plus the period of extension, if applicable) and shall be guided by the deployment plan at Annex. - A of this NIT.
- c) Evaluation of tender shall be done on the basis of total cost for 210 man-months.
- d) The rate quoted by bidder shall be as per the rate schedule only. Conditional price bid or price bid with any deviation/clarification etc. are liable to be rejected. No cutting/erasing/overwriting shall be done.
- e) In case of any mismatch in Rate and amount on Price discrepancy, the same will be dealt as per clause No. 1.4 of GCC.