

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No. PS:MSX:NIT)

Bharat Heavy Electricals Limited



Ref:

Date: --/--/----

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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/GADARWARA/SAFETY TRAINING/ 1049
ii	Broad Scope of job	"2-days training program/ workshop on "Hazard Identification and Risk Assessment (HIRA)" at BHEL- Gadarwara Site (Madhya Pradesh) for 30 Participants by deploying 2 faculties".
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Terms and Conditions of Contract</i>
e	Volume-II	<i>Price Bid.</i>
iv	Issue of Tender Documents	<p>1. <u><i>Sale from BHEL PSNR, Noida office at :</i></u> <i>Start : 17/12/2016 , Time : 1600 Hrs</i> <i>Closes: 26/12/2016 , Time : 1200 Hrs</i></p> <p>2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission</p>
v	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date : 26/12/2016, Time : 1500 Hrs</i> <i>Place : Noida</i>
vi	OPENING OF TENDER	<p><i>Date : 26/12/2016, Time : 1530 Hrs</i> <i>(within 2 hours of the latest due date and time of offer submission).</i></p> <p><i>Notes:</i> (1) <i>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.</i> (2) <i>Bidder may depute representative to witness the</i></p>

		<i>opening of tender</i>	
vii	EMD AMOUNT		<i>Not Applicable</i>
viii	COST OF TENDER	<i>Rs 2000/-.</i>	<i>Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 21/12/2016 Along with soft version also, addressing to undersigned & to others as per contact address given below</i>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)		<i>Not applicable.</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		<i>Not Applicable</i>
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) and not in the newspapers . 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 **Not Applicable**

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 (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: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Terms and Conditions of Contract</u>	
ix.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
x.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	ENVELOPE – II superscribed as: PART-I (COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	1. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

	PART-III	
	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 **Not Used**
- 10.0 **Not Used**
- 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 **Not Used**
- 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 **Not Used**
- 15a. **Not Used**

- 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 **three months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 **Not Used**
- 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/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.
- 27.0 It may please be noted that **guidelines/rules** in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc may **undergo change** from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**".

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website (www.bhel.com).

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

27.1.1 **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.

27.1.2 **Commitment by Bidder/ Supplier/ Contractor:**

- (i) 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.

- (ii) 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, 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.
- (iii) 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 prices 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 extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

28.0 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.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or 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 a CA certificate (format enclosed as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if 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.
- b) MSEs shall be exempted from payment of tender fee.
- c) MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
- d) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

29.0 The Bidder along with its associate/ collaborators/ sub-contractors/ 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.

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

d. Terms and Conditions of Contract —Volume-1A

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure:-

- (i) Annexure-1: Pre Qualifying criteria.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Chartered Accountant certificate for MSMED, if applicable
- (iv) Annexure-4: Feedback Form
- (v) Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS**

JOB	"2-days training program/ workshop on "Hazard Identification and Risk Assessment (HIRA)" at BHEL- Gadarwara Site (Madhya Pradesh) for 30 Participants by deploying 2 faculties".
TENDER NO	BHEL/NR/SCT/GADARWARA/SAFETY TRAINING/1049

SL NO.	Name and Description of qualifying criteria	Bidders claim in respect of fulfilling the PQR Criteria
A-1	The bidding organization shall be a well-established organization in the field of Safety Training Services and should have conducted training/workshop on Hazards Identification and risk Assessment (HIRA) for Industries/Organizations (preferably PSU's/Government Organization) dealing in Power/Petro-Chemical/Similar industrial projects in the last 3 years from latest date of bid submission. (Order copy to be submitted by Bidder)	Applicable

BIDDER SHALL SUBMIT RELEVANT/NECESSARY DOCUMENTS IN SUPPORT OF FULFILLING ABOVE PRE-QUALIFICATION CRITERIA INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC.

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	Not Applicable	
5	Validity of Offer	TO BE VALID FOR THREE 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	Copy of PAN Card	Applicable/ Not Applicable	YES/NO
8	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/ Not Applicable	YES/NO
9	Declaration by Authorised Signatory	Applicable/ Not Applicable	YES/NO
10	No Deviation Certificate	Applicable/ Not Applicable	YES/NO
11	Declaration for relation in BHEL	Applicable/ Not Applicable	YES/NO
12	Non Disclosure Certificate	Applicable/ Not Applicable	YES/NO
13	Bank Account Details for E-Payment	Applicable/ Not Applicable	YES/NO
14	Letter of authorization for Submission of Tender	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
(To be submitted, if applicable)**

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.....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

(Strike off which is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs 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 the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

ANNEXURE - 4**Feedback Form: From where did you get information reg. this tender**

1	NEWSPAPER ADVERTISEMENT (NAME)	
2	BHEL WEBISTE (TENDER NOTIFICATION)	
3	CENTRAL PUBLIC PROCUREMENT PORTAL OF GOVERNMENT OF INDIA (CPP PORTAL)	
4	EMAIL COMMUNICATION FROM BHEL	
5	ANY OTHER SOURCE	

Terms and Conditions of Contract

(Volume-IA)

TENDER NO. BHEL/NR/SCT/GADARWARA/SAFETY TRAINING/1049

“2-days training program/ workshop on “Hazard Identification and Risk Assessment (HIRA)” at BHEL-Gadarwara Site (Madhya Pradesh) for 30 Participants by deploying 2 faculties”.



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

**Bharat Heavy Electricals Limited
Power Sector-Northern Region
Noida**

(TERMS & CONDITIONS of CONTRACT)

1. General Instructions to Tenderers

1.1 DESPATCH INSTRUCTION

- i) The Terms and Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages

- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

1.2 SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT

- 1.2.2 Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. **The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.** Offers received by Fax/Email/Internet shall be considered as per terms of NIT.

- 1.2.3 Tenders shall be opened by authorized Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorized representatives who may be present

- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.

- 1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and

access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3 LANGUAGE

- 1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- 1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4 PRICE DISCREPANCY:

Conventional (Manual) Price Bid opening : In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

- i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct
- ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct
- iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- iv) In case of lumpsum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
- v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'
- vi) The 'Final Total Amount' shall be arrived at after considering the amounts worked out in line with 'i' to 'v' above.

1.5 QUALIFICATION OF TENDERERS

- i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered
- iii) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.
- iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

1.6. EVALUATION OF BIDS

- i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer
- ii) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified.

- iii) In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iv) Assessing Bidder Capacity for executing the current tender shall be as per Notice Inviting Tender
- v) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL
- vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unqualified acceptance from the successful bidder

1.7. DATA TO BE ENCLOSED

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

i) INCOME TAX PERMANENT ACCOUNT NUMBER

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, etc. shall be furnished along with tender.

ii) IN CASE OF INDIVIDUAL TENDERER:

His / her full name, address and place & nature of business.

iii) IN CASE OF PARTNERSHIP FIRM

The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.

iv) IN CASE OF COMPANIES:

- a. Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
- b. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.8. AUTHORISATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so. Letter of Authorization to this effect shall be submitted in the prescribed format.

1.9. EARNEST MONEY DEPOSIT – Not applicable

1.10. SECURITY DEPOSIT – Not applicable

1.11. RETURN OF SECURITY DEPOSIT- Not applicable

1.12. BANK GUARANTEES- Not applicable

1.13. VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of **three months** from latest due date of offer submission (including extension, if any) . In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.14. EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by Bharat Heavy Electricals Limited. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

1.15. REJECTION OF TENDER AND OTHER CONDITIONS

- 1.15.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:-
- a. To reject any or all of the tenders.
 - b. To split up the work amongst two or more tenderers as per NIT
 - c. To award the work in part if specified in NIT
 - d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- 1.15.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.15.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. The decision of BHEL will be final in this regard.
- 1.15.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.15.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.15.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded.
- 1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.15.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract.
- 1.15.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.15.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
- 1.15.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 1.15.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

2. DEFINITIONS

2.1 DEFINITION: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i. BHEL shall mean Bharat Heavy Electricals Limited (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its

- Power Sector Regional Offices or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- ii. "EXECUTIVE DIRECTOR" or 'GROUP GENERAL MANAGER' or "GENERAL MANAGER (Incharge)" or "GENERAL MANAGER" shall mean the Officer in Administrative charge of the respective Power Sector Region.
 - iii. "COMPETENT AUTHORITY" shall mean Executive Director or Group General Manager or General Manager (Incharge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (Incharge) or General Manager of BHEL.
 - iv. "ENGINEER" or "ENGINEER IN CHARGE" shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this Terms and Conditions of Contract and other Contract documents. The term also includes 'CONSTRUCTION MANAGER' or 'SITE INCHARGE' as well as Officers at Site or at the Headquarters of the respective Power Sector Regions.
 - v. "SITE" shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
 - vi. "CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipment's or provision of services.
 - vii. "CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.
 - viii. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Terms and Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.
 - ix. "TERMS AND CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'Terms and Conditions of Contract' pertaining to the work for which above tenders have been called for.
 - x. "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
 - xi. "LETTER OF INTENT/ AWARD" shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
 - xii. "COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
 - xiii. "PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.
 - xiv. "EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
 - xv. "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.

- xvi. "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- xvii. "WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
- xviii. "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
- xix. "HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
- xx. "MONTH" shall mean calendar month unless otherwise specified in the Tender.
- xxi. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each. A week shall mean continuous period of seven (7) days.
- xxii. "COMMISSIONING" shall mean the synchronisation testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.
- xxiii. "WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
- xxiv. "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
- xxv. 'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained
- xxvi. "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender
- xxvii. "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor
- xxviii. "TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract
- xxix. "DE MOBILISATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor
- xxx. "RE MOBILISATION" shall mean the resumption of work with all resources required for the work after demobilization

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 2.11.1 or 2.11.2 of this contract, the Civil Court having original Civil Jurisdiction at Delhi for PSNR, at Kolkata for PSER, at Nagpur for PSWR and at Chennai for PSSR, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

2.3 ISSUE OF NOTICE

2.3.1 Service of notice on contractor

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same **by Registered Post / Speed Post to** or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the

notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

2.3.2 Service of notice on BHEL

Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.

2.4 USE OF LAND – Not Applicable

2.5 COMMENCEMENT OF WORK

2.5.1 The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.

2.5.2 If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract.

2.5.3 All the work/service shall be carried out under the direction and to the satisfaction of BHEL.

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

2.6.1 All payments due to the contractors shall be made by e-mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.

2.6.2 For bill payments: - The Contractor shall present detailed invoice, duly indicating all relevant details viz. number of days/dates of training, number of faculties and number of participants in line with terms of payment as per contract.

2.6.3 Payments shall be made by BHEL after effecting the recoveries due from the contractor including Liquidated Damages/Penalty if any.

2.7 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

2.7.1 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources , at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-

- i) Contractor's continued poor progress
- ii) Withdrawal from or abandonment of the work before completion of the work
- iii) Contractor's inability to progress the work for completion as stipulated in the contract
- iv) Poor quality of work/services
- v) Corrupt act of Contractor
- vi) Insolvency of the Contractor
- vii) Persistent disregard to the instructions of BHEL
- viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
- ix) Non fulfillment of any contractual obligations
- x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

2.7.2 To meet the expenses including BHEL overheads on the differential cost at 5%, over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained above under sl. no. 2.7.1. BHEL shall recover the amount from any money due from Contractor, or any other contract of BHEL or by any other means or any combination thereof.

2.7.3 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to

contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the terms and conditions.

2.7.4 While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

2.7.5 PENALTY /LIQUIDATED DAMAGES

If the contractor fails to maintain the required progress of work/services which results in delay in the completion of the work/service as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work/service as per contract.

2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

2.8.1 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, The Building and Other Construction Workers' Welfare Cess Act, 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.

2.8.2 The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.

2.8.3 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

2.8.4 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

2.8.5 All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception.

2.9 INSURANCE

2.9.1 It is the sole responsibility of the contractor to insure his materials, equipments, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.

2.9.2 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the

contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.

2.9.3 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However this will not relieve the contractor of his contractual obligation for the material in his custody.

2.10 FORCE MAJEURE

- 2.10.1** "Force Majeure" shall mean any event beyond the reasonable control of the parties including but not limited to fire, flood, earthquake or other acts of God, war, riots, civil war and restraints of Governing States, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party :
- a) any strike, work-to-rule action, go-slow or similar labour difficulty
 - (b) late delivery of equipment or material (unless caused by Force Majeure event)
 - (c) economic hardship.
- 2.10.2** If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
- 2.10.3** The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- 2.10.4** Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- Constitute a default or breach of the Contract.
 - Give rise to any claim for damages or additional cost or expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

2.11 ARBITRATION

2.11.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Power Sector Region issuing the Contract. It shall not be open to the Contractor to object to such arbitrator only on the ground that such arbitrator is an employee/ ex-employee of BHEL or has dealt with or has expressed any opinion on any issue touching upon the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the

time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi/ Delhi.

2.11.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively.

2.11.3 The cost of arbitration shall be borne equally by the Parties.

2.11.4 Notwithstanding the existence or any dispute or differences and / or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

2.12 TERMS OF PAYMENTS:

Successful bidder will raise invoice only after successful completion of training programme. 100% Payment (against the rates as per Letter for Award) shall be made normally within 15 days after receiving invoice with supporting documents. No advance payment shall be made to successful bidder.

BHEL shall settle the final bill after deducting all liabilities (if any) of Contractor to BHEL

3. SPECIAL REQUIREMENTS:

- a) BHEL shall provide reasonable facilities to the tutor for carrying out training programme. This includes training hall with sitting arrangement for participants, provision of visual aids such as LCD for power point presentation, flip charts/white board with marker pens.
- b) Arrangement for to & fro travelling of faculty members between place of start of journey and Gadawara Site, boarding and lodging in BHEL guest house/hotel and local conveyance at Gadawara Site shall be made by BHEL. Local conveyance at the place of start of journey shall be arranged by bidder and charges for the same shall be reimbursed by BHEL as per actual/certification basis (limited to Rs. 2000/- only). Arrangement for travelling, boarding and lodging by BHEL or reimbursement of expenses by BHEL if any shall be limited to 02 faculties only.
- c) Tea, snacks and lunch during the training programme shall be arranged by BHEL.
- d) Bidder should quote price as per price bid/rate schedule for conducting said training programme at Gadawara Site for 30 participants and depute two (02) faculty for two days.
- e) Bidder shall provide the soft copy of training material to BHEL within the quoted prices. Multiplication of copies of training material for distribution to participants shall be arranged by BHEL. No extra cost for soft copy of training material shall be paid by BHEL.
- f) Bidder shall issue participation certificate to all the participants in English within the quoted price. No extra payments shall be made by BHEL for issue of participation certificate.
- g) The training agency shall not off-load either full or part of the work, assigned by BHEL to any other agency.

- h) BHEL reserves the right to accept or reject any tutor deployed for BHEL based on qualification requirement.

3.1 Mandatory documents to be submitted by successful bidder in respect of qualification of faculties to be deployed for training:-

- Faculty deployed for training should be a qualified graduate engineer and have following additional qualifications:
 1. Diploma in Industrial Safety from RLI/CLI/equivalent Institute
 2. Lead Auditor in ISO 14001 and OHSAS 18001(Copy of qualification certificates to be submitted by successful bidder before deployment of faculty).

4. TIME SCHEDULE:-

Successful bidder should arrange training at Gadarwara Site as per the terms and conditions of contract within 15 days of issue of LOI/LOA unless BHEL decides to fix any other date. However, the actual date of training, will be certified by BHEL Engineer.

Entire training as detailed in the terms and conditions of contract shall be completed within 2 days from the Zero date as per program indicated by BHEL Engineer.

5. SCOPE OF WORK:

BHEL / Power Sector – Northern Region (henceforth called "BHEL - PSNR") is engaged in the Erection, Commissioning, Service after Sales, Renovation and Modernization of Power Plants (thermal, hydro, gas and nuclear based) located in Northern India. Successful bidder must conduct a 2-days training programme/workshop on "Hazards Identification and risk Assessment (HIRA) for 30 participants at BHEL Gadarwara Site(address given below) by deploying 2 faculties.

Gadarwara Site address:-

BHEL Site Office,
2X800 MW, Gadarwara Super Thermal Power Project,
Gadarwara, Distt. – Narsinghpur,
(M.P.) - 487551

6. VALIDITY OF CONTRACT:

The contract will be valid for a period upto 31st March 2017. If the deployment time shifts beyond 31st March 2017, this contract shall be short closed with no compensation to any party, however, the same may be extended further for such a period as mutually agreed by BHEL and the successful bidder, in writing, on the same rate and terms & conditions.

7. TERMINATION OF CONTRACT:

Notwithstanding anything contained in any other clause, should the agency in any manner fail to perform the obligations under the agreement or its performance in the opinion of BHEL is unsatisfactory then in that case, BHEL may without prejudice to its other rights and remedies terminate this agreement forthwith without assigning any reason whatsoever, by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the offer.

On the expiry of the agreement or earlier termination of it, the agency shall deliver to BHEL all materials, paper etc. and all other things belonging to or entrusted by BHEL to the agency.

8. TAXES, DUTIES, and LEVIES

8.1. The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, omissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. However, provisions regarding **Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess** on output service shall be as per following clauses.

8.2. Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess

- 8.2.1.** Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess.
- 8.2.2.** Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the Service Tax Act 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. Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract.
- 8.2.3. For the purpose of claiming any Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess from BHEL, the following procedure shall be adopted :**
- i)** Contractor shall submit serially numbered Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:
 - a)** The name, address and registration number of the contractor
 - b)** The name and address of the party receiving taxable service (BHEL)
 - c)** Description, classification and value of taxable service provided and
 - d)** The Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess payable thereon.
 - e)** The service invoice for output services provided should show service tax, the SBC and Krishi Kalyan Cess amount separately.
- 8.2.4** All the five conditions shall be fulfilled in the invoice for payment of Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess by BHEL. Where more than one nature of Service as per Service Tax Act is involved in the execution of contract, the invoice mentioned above shall contain the breakup of values for each nature of Service.
- 8.2.5** Name and address of the Contractor on the service tax invoice should be same as it is in the service tax registration certificate. Any change in the name and address should be supported by documentary evidence duly certified by the authorized signatory.
- 8.2.6** Purpose of above requirements, inter-alia, is to enable avilment of Cenvat credit by BHEL. As per recent amendments, Time restrictions for taking Cenvat credit is one year from date of invoice. Hence subcontractor must submit its invoice within 30 days from the date of completion of service. Wherever Cenvat credit could not be availed by BHEL within statutory time limit of 12 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 sub-contractors.
- 8.2.7** The documentary evidence of deposition of service tax, Swachh Bharat Cess and Krishi Kalyan Cess is to be submitted at the earliest opportunity.

8.2.8 The payment of service tax, Swachh Bharat Cess and Krishi Kalyan Cess as per clause no 8.2 is restricted to the direct transactions between BHEL & its successful bidder only.

8.3 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.

8.4 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. The reimbursement under this clause is restricted to the direct transaction between BHEL and its subcontractor only.
- 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.

9. DEVIATION:

The contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained. BHEL reserves the right to reject any or all quotations without assigning any reason whatsoever.

10. SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

11. OTHERS

BHEL may not insist for signing of Contract Agreements in respect of low value and short time period contracts.

Unpriced Rate Schedule

Sl. Nos.	DESCRIPTION	Number of Days	Number of Faculty	Rate per day training per faculty(Rs.)	Total Amount in Rs.
		(A)	(B)	(C)	(D) =AXBXC
1.	2-days training programme/ workshop on “Hazard Identification and Risk Assessment (HIRA)” at Gadarwara Site for 30 Participants by deploying 2 faculties.	2	2	<p>In figures = </p> <p>In Words = </p>	

NOTES:

- a) The rate quoted by bidder shall be as per the rate schedule only and in line with the “Special Requirements” of contract as mentioned under clause no. 3.0 of Terms and Conditions of Contract. Conditional price bid or price bid with any deviation/clarification etc. are liable to be rejected. No cutting/erasing/ overwriting shall be done.
- b) Evaluation of bids shall be done on the basis of total cost for 2 days training for 30 participants with two nos. faculty.
- c) The rate shall be entered in figure as well as in words. In case of difference in rate between words and figures, the price discrepancy will be dealt in line with clause no. 1.4 (Price Discrepancy) of Terms and conditions of Contract.

Name of Signatory:

(Seal of the Company)

Name of Bidder:

Signature:

Place:

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work/service detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-Northern Region, Noida, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Terms and Conditions of Contract

Should our Offer be accepted by BHEL for Award, I/We agree to execute all the works/services referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

Authorised Representative of Bidder

Signature :

Name :

Address :

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Letter of Authorization to this effect is also enclosed.

Yours faithfully,

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

Date:

Enclosed: Letter of Authorization

NO DEVIATION CERTIFICATE

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

To,

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

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

Tick(√) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit M ICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: Bidder to enclose cancelled cheque for the details furnished above, failing which payment will not be released by BHEL.

NON DISCLOSURE CERTIFICATE

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

NON DISCLOSURE CERTIFICATE

I/We understand that BHEL PS __ is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.....who are submitting offer for providing services to BHEL PS __ against Tender Specification No: _____, hereby undertake to comply with the following in line with Information Security Policy of BHEL PS __, _____

To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS__.

(Signature, date & seal of Authorized Signatory of the bidder)
Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

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

Date:

FORMAT FOR SEEKING CLARIFICATION

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

To,

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

Dear Sir,

Sub : **Request for Clarification**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification

Yours faithfully,

(Signature, date & seal of Authorized
Representative of the Bidder)

Letter of Authorization for Submission of Tender

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

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector _____ Region, _____, in connection with
.....
..... vide Tender Specification No : _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness