

Name of Work: RATE CONTRACT FOR CONDUCTING HSE MANAGEMENT SYSTEM (ISO 14001 & OHSAS 18001) SURVEILLANCE AND CERTIFICATION / RECERTIFICATION AUDITS IN ALL BHEL UNITS/REGIONS / DIVISIONS.

Tender Ref No: 9241600131

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014
WORKS CONTRACTS MANAGEMENT**

NOTICE INVITING TENDER

1.	Tender Ref No:	9241600131 / 28.07.2016
2.	Name of works	RATE CONTRACT FOR CONDUCTING HSE MANAGEMENT SYSTEM (ISO 14001 & OHSAS 18001) SURVEILLANCE AND CERTIFICATION / RECERTIFICATION AUDITS IN ALL BHEL UNITS/REGIONS / DIVISIONS.
3.	Location of work	BHEL UNITS/REGIONS / DIVISIONS.
4.	Period of contract	2 years from the date of placing LOI. May be extended for 1 more year.
5.	Earnest Money Deposit	₹ 1,50,000/-
6.	Tender Document details	<p>A] Part-1(Techno Commercial Bid)</p> <p>Instructions to Bidder (ITB) - 10 Pages. Bid Form & Check list for Bidders - 03 Pages. Annex-1A (Technical Bid-Qualifying Criteria) - 03 Pages. Annex-1B (Scope of Work) - 06 Pages. Annex-1C (General Conditions of Contract) - 09 Pages. Annex-1D (Annexures) - 10 Pages.</p> <p>B] Price Bid</p> <p>Part-2 (Price bid) - 02 Pages.</p>
7.	Address for Sending Tender Document along with EMD.	<p>Senior Manager Works Contracts Management (WCM) Building 53,First Floor, BHEL-High Pressure Boiler Plant, Trichy - 620 014</p>
8.	Last Date for submission of Tender Document	18.08.2016 / 10:00 Hrs.
9.	Date of Techno Commercial Bid Opening	18.08.2016 / 10:30 Hrs.
10.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.

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PART-1 : TECHNO COMMERCIAL BID

INSTRUCTIONS TO BIDDERS (ITB)

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INSTRUCTIONS TO BIDDERS (ITB)

1.1 INSTRUCTION TO BIDDERS (ITB)

Sealed bids are invited by BHEL, TIRUCHIRAPPALLI on behalf of BHEL for “**Rate contract for conducting HSE management System (ISO 14001 & OHSAS 18001) Surveillance and Certification / Re-Certification Audits in all BHEL Units / Regions / Divisions**” from qualified bidders.

1.1.1 Scope of work shall be as per Annexure-1B of Part-1 (Techno commercial Bid).

1.1.2 The bidder should fulfil the Minimum Qualification Criteria as stipulated in Annexure-1A of Part-1 (Techno commercial Bid).

1.1.3 BHEL reserves right to ask any additional information.

1.1.4 Notwithstanding anything stated above, BHEL reserves the right to carry out physical verification of infra-structural facilities to assess bidder’s capability and capacity to perform the work. In case, any deficiency/ discrepancy is noticed at any point of time between the documents submitted and the physical verification, the bid is liable to be rejected/ contract is liable to be cancelled.

1.1.5 The bidder has to quote as per the Price Bid Format (Part-2) of the Tender document. Bids in any other form shall be rejected. The bidder who does not submit EMD in the form of DD will be rejected except exemptions as per Statutory/ Regulatory requirements.

1.1.6 Bid must be submitted in two separate sealed envelopes Part-1 and Part-2.

1.1.7 First sealed envelope (Part-1) shall contain EMD of ₹ 1, 50,000/- (₹One lakh and fifty thousand only), No deviation certificate, Techno – Commercial Bid along with relevant documents and un-priced bid.

1.1.8 The second sealed envelope (Part-2) shall contain price bid only. Price bid of only those prospective bidders shall be opened who are found techno – commercially acceptable. Price bid with any conditions is liable to be rejected.

1.1.9 All the two sealed envelopes shall be enclosed in a third envelope super scribing tender specification No. and due date.

1.1.10 The bidder shall assure that all the information/ documents furnished by the bidder for the bid are true to the best of their knowledge and belief. In case they are found to untrue or false, the bid submitted by the bidder or the contract awarded to him in the event of acceptance of the bid, shall be liable to be cancelled/ withdrawn without any notice or compensation.

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1.1.11 Tender Bids received after the stipulated time period shall be rejected. Also Bids not accompanied by prescribed earnest money are liable to be summarily rejected. Telegraphic offers and offers received by telex/ fax/e-mail may not be considered unless confirmed in writing by a detailed offer.

1.1.12 BHEL reserves the right to extend due date and time for issuance of bid documents and the due date and time for submission and / or opening of bids which shall be suitably intimated to concerned bidders.

1.1.13 BHEL takes no responsibility for any delay, loss or non-receipt of Bid document sent by post.

1.1.14 BHEL reserves the right to reject any or all bids or cancel / withdraw the invitation for bids without assigning any reason there off and in such cases no bidder shall have any claim arising out of such action.

1.1.15 All BHEL Units/Divisions shall be considered as separate entities for Certification/Recertification & Surveillance Audits and should not be considered as Subsidiaries of BHEL Corporate Office. All ISO 14001 & OHSAS 18001 Certificates to be issued separately to all BHEL Units/Divisions/Regions.

1.1.16 Consortium Bidding/JV is not allowed.

1.2 BID DOCUMENT

1.2.1 CONTENTS OF THE BID DOCUMENT

1.2.1.1 The bid document comprises of the following sections:

SECTION	CONTENTS
Part-1	INSTRUCTIONS TO BIDDERS (ITB)
Part-1	TECHNO COMMERCIAL BID –BID FORM &CHECK LIST FOR BIDDERS
Part-1	TECHNO COMMERCIAL BID -BIDDERS PROFILE AND PRE QUALIFICATION CRITERIA (ANNEXURE-1A)
Part-1	TECHNO COMMERCIAL BID –SCOPE OF WORK (ANNEXURE-1B)
Part-1	TECHNO COMMERCIAL BID – GENERAL CONDITIONS OF CONTRACT (ANNEXURE-1C)
Part-1	ANNEXURES (ANNEXURE-1D)
Part-2	PRICE BID

1.2.1.2 The Bidder is expected to examine all instructions, terms and conditions, specifications, Forms and other information in the Bid document. Failure to furnish all information required by Bid-documents or submission of a bid not substantially responsive to the bid document will be at bidder's risk and may result in rejection of bid.

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1.2.2 CLARIFICATION OF BID DOCUMENT

1.2.2.1. The Bidder is required to carefully examine the Bidding document and fully inform himself as to all the conditions and matters, which may in any way affect the performance of the contract or cost thereof. No claim will be entertained later on the ground of lack of knowledge. If any Bidder finds discrepancies or omissions in the document or is in doubt as to the true meaning of any part, he may notify to the concerned BHEL official in writing or by fax. BHEL will respond in writing or by fax to any request for clarification of the Bid document, which it receives earlier than Seven (07) days prior to submission of bids. All such interpretations and clarifications shall form part of the Bid document and accompany the Bidders proposal.

1.2.2.2 Verbal clarifications and information given by any employee(s) of BHEL shall not in any way be binding on BHEL.

1.2.3 AMENDMENT TO THE TENDER DOCUMENT

BHEL reserves the right to issue amendments, clarifications to the Tender Document to all the bidders who have received the Tender Document, giving reasonable time prior to bid opening. Such amendment / clarifications etc. shall be given due consideration by the bidders while they submit the Bids and invariably enclose such documents as a part of the bid.

1.3 PREPARATION OF BID

1.3.1 LANGUAGE OF THE BID

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in English.

1.3.2 DOCUMENT COMPRISING THE BID

Bid submitted by the Bidder shall comprise of the following.

- a)** Particulars of Certification Agency, Duly filled and signed Annexure-1A, Annexure-1B and Annexure-1C of Part-1 (Techno Commercial bid) along with support documents.
- b)** Check list as per Part-1 (Techno Commercial bid).
- c)** Bid form as per Part-1 (Techno Commercial bid) duly completed & signed by the Bidder
- d)** Un-priced bid
- e)** Price schedule as per Part-2 (Price Bid) duly completed by the Bidder.
- f)** Power of Attorney: A power of attorney, duly notified by a Notary Public, in favour of authorized signatory by the competent authority in the organization.

1.3.3 PRICE BID

1.3.3.1 Bidders shall quote the price as follows:

- a)** Rate per man-day which includes Travel expenses and incidental expenses. [Refer clause 1B.2.2.15 of Scope of Work (Annexure-1B) for other details]

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b) Total Man Days to be incurred to carry out the work as per Scope of Work (Annexure-IB) of Tender document.

c) Cost of issuing one Certificate. For further calculation of the price bid, the bidder should quote as per Part -2 (Price bid).

1.3.3.2 Service tax shall be paid extra as applicable from time to time. Service tax part should be mentioned separately and not to be included in the prices. This has to be claimed along with invoice which will have Service Tax Registration Number printed.

1.3.3.3a The prices shall remain firm during validity period of Service Contract. No Price Variation Clause is admissible.

1.3.3.3b METHOD OF CALCULATION: L1 bidder will be arrived on the basis of the lowest total as per the price bid format.

1.3.3.4 TREATMENT OF ARITHMETIC ERRORS

Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis.

The prices should be quoted strictly as per Clause no. 1.3.3 in both **figures and words**.

- (a) If, in the price structure quoted, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- (d) If there is a discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

However, in case of any dispute regarding interpretation of the above, BHEL's decision shall be final and binding on the parties. Offers not fulfilling any of the above conditions shall be rejected and their bids will be disqualified.

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1.3.4 COST OF BIDDING

All costs and expenses incidental to preparation and submission of the bid including pre-award discussions with the Bidders, technical and other documentation etc. shall be to the account of the Bidder. BHEL will in no case be responsible or liable for these costs and expenses, regardless of the conduct or outcome of the bidding process.

1.3.5. BID VALIDITY PERIOD

Bids should be kept valid for a period of minimum **90 days** from the date of opening of price bids. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal, of the original offer which shall be binding on the bidder.

1.3.6. EARNEST MONEY DEPOSIT (EMD)

1.3.6.1 The bidder shall furnish EMD of Indian ₹ 1, 50,000/- (₹ One Lakh and fifty thousand only) as a part of its bid in the form of crossed Bank Draft/ Pay Order in favour of BHEL drawn on any Bank as given in Cl.1.7.

1.3.6.2 The EMD is required to ensure that the bidder does not refuse to:

- Accept the letter of Award of Rate Contract
- Sign the contract agreement
- Furnish the required Security

1.3.6.3 The EMD shall be forfeited if

- The bidder revokes his bid after the bid opening within the validity period or increase prices quoted earlier.
- The bidder does not commence the work after award of contract.

1.3.6.4 Any bid received without Earnest Money Deposit shall not be Considered.

1.3.6.5 EMD given by all unsuccessful bidders shall be refunded normally within 15 days of acceptance of award of contract by the successful bidders.

1.3.6.6 No interest shall be paid by BHEL on the EMD.

1.3.7. FORMAT AND SIGNING OF THE BID

1.3.7.1 The bidder shall prepare an original and one (1) copy/set of the Bid clearly marking each one as —"Original Bid" and — "Copy No 1". In the event of any discrepancy between them the original shall govern.

1.3.7.2 The original and copy of the bid, each consisting of the documents listed in ITB Clause 1.3.2 (Documents Comprising Bid), shall be typed or written with indelible ink and signed by the Bidder or a person or persons authorized to sign the Bid.

1.3.7.3 Names of person (s) signing the bid should be typed or printed below the signature. The person or persons signing the Bid shall affix a company seal and sign on each page.

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1.3.7.4 Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation (s) of the authorized partner(s) or other authorized representative (s) (Authenticated copy of Partnership Deed shall be furnished along with the Bid).

1.3.7.5 Bid by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or Secretary or other person(s) authorized to sign the bid on behalf of such Corporation/Company in the matter.

1.3.7.6 A Bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his principal will be rejected.

1.3.7.7 Satisfactory **evidence** of authority of the person signing on behalf of the Bidder shall be furnished with the bid in the form of a Power of Attorney, duly notarized by a Public Notary, indicating that the persons signing the bid have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity.

1.3.7.8 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

1.3.7.9 Any cutting or overwriting shall be valid only if they are signed by signatory to the Bid.

1.3.7.10 Bids not conforming to the above requirements of authentication by authorized signatory are liable to be rejected.

1.3.7.11 Combined offers (i.e.) Technical bid along with price bid shall be rejected.

1.4 SUBMISSION OF BIDS

1.4.1 SEALING AND MARKING OF BIDS

1.4.1.1 Two-part bid procedure shall be adopted for preparation, submission and evaluation of bids. The bidder must submit the Bid in the following two separate sealed envelopes:

Part –1: Technical Bid

- (a) Earnest Money Deposit (crossed Bank Draft/ Pay Order in favour of BHEL)
- (b) Techno- Commercial Bid (1 original + 1 copy)
- (c) No deviation certificate

Bid along with duly filled and Signed & Stamped (all pages of tender terms & conditions) copies of 'Particulars of Certification Agency Check-list', Scope of Work, and Un-priced Bid, and General Conditions of Contract (GCC)

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Part – 2: Price Bid

(i) Price Bid (1 original + 1 copy)

1.4.1.2 Part-1 and Part-2 shall, then, be sealed in an outer envelope duly marked as — ‘Original Bid’ and — ‘Copy No. 1’. In the event of any discrepancy, the —originalll shall govern.

1.4.1.3 The inner and outer envelopes shall (a) be addressed to the BHEL, TIRUCHIRAPPALLI (b) Super-scribed as —BID FOR RATE CONTRACT WITH ISO 14001 and OHSAS 18001 Certification Agency— DO NOT OPEN BEFORE **XX.XX.XXXX** and 10:30 hrs. as given in Tender. The inner and the outer envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared —’ late’.

1.4.1.4 If the outer envelope is not sealed and marked as required by ITB sub-clause 1.4.1.2 and 1.4.1.3 above, BHEL will assume no responsibility for the bid’s misplacement or premature opening.

1.4.2 LAST DATE FOR SUBMISSION OF BIDS

1.4.2.1 Bids must be received in the office of the BHEL, TIRUCHIRAPPALLI on or before the date and time given in Tender. In the event of the date of submission of Bids being declared as holiday for BHEL, the bids will be received up to the appointed time on the next working day.

1.4.2.2 The bidder has the option of sending the bids by Registered post/ Courier or submitting in person. No request from any bidder to collect the bid from airlines, cargo agents etc. shall be entertained.

1.4.2.3 BHEL may at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 1.2.3 (Amendment to Tender Document), in which case all rights and obligations of BHEL and the Bidders previously subject to the original deadline shall thereafter be subject to the new last date as extended.

1.4.3 LATE TENDERS

Tenders received after the specified date and time of their receipt are treated as ‘Late Tenders’. Tenders received late shall be rejected.

1.4.4 MODIFICATION AND WITHDRAWAL OF BIDS

1.4.4.1 No modification in the price bid shall be allowed after submission. Withdrawal of the bid shall, however, be permitted in case written request is received from the bidder before the date & time of opening, Bid withdrawal notices received after the bid opening date and time will be ignored, and the bid will be deemed to be a valid submitted bid.

1.4.4.2 No bid may be withdrawn in the interval between the last date for submission of bids and the expiration of the period of bid validity specified in ITB Clause 1.3.5 (Bid Validity Period). Withdrawal of a bid during this interval may result in the Bidders forfeiture of the EMD, pursuant to ITB Clause 1.3.6.3

1.5 BID OPENING

1.5.1 OPENING OF BID

1.5.1.1 All bids including withdrawals made pursuant to ITB Clause 1.4.4 (Modification and withdrawal of Bids) will be opened in the office of the BHEL, TIRUCHIRAPPALLI by the officer(s) duly authorized by BHEL for this purpose at the date and time given in the Tender in the presence of the Bidder's authorized representatives who may wish to attend. In the event of specified date of bid opening being holiday for BHEL, the Bids shall be opened at the appointed time and location on the next working day.

1.5.1.2 Bidder's authorized representative (up to two persons) may attend the bid opening and they have to sign the attendance sheet provided by BHEL for evidencing their participation. No electronic recording device/ mobile phones etc. shall be permitted during the bid opening.

1.5.1.3 Envelopes marked —Withdrawall shall be opened and read out first. Bid for which an acceptable notice of withdrawal has been submitted pursuant to ITB clause 1.4.4 (Modification and withdrawal of Bids) here of shall not be opened.

1.5.1.4 Only Part A of the bid (Technical bid) shall be opened on the date of opening. The bid of only those bidders shall be considered which contains the EMD of requisite value in acceptable form. The bids with EMD deficit in value / form will not be further processed.

1.5.1.5 The officer(s) of BHEL authorized for opening of bids will announce the Bidder's names, written notifications of withdrawals, if any, the presence or absence of the requisite EMD or any other information felt necessary.

1.5.1.6 The Part-B (Price Bid) of the tender of only those bidders, whose Techno-Commercial bid is found acceptable, shall be opened at a date and time for which separate intimation shall be sent.

1.5.2 CLARIFICATION OF BIDS

To assist in examination, evaluation and comparison of bids, BHEL may at its discretion ask any bidder for clarification of his bid. The request for clarification and the response shall be in writing or by fax or E-mail.

1.5.2.1 Techno-commercial Evaluation: BHEL will carry out a detailed evaluation of bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the bid document.

1.5.2.2 Compliance with the qualification and eligibility requirement shall first be evaluated. The bidders, who do not meet the minimum specified requirements, may be rejected in line with clause 1.4.

1.5.2.3 If the bidder is found qualified, the bid will be taken for further evaluation.

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1.5.2.4 The price bid of the bidders, whose techno-commercial bid is found acceptable, shall be opened on the specified date and time and shall be evaluated by BHEL.

1.6 AWARD OF RATE CONTRACT

1.6.1 After evaluation of price bid, BHEL shall notify the successful bidders in writing by registered letter or fax to be confirmed by registered letter that their bids have been accepted. The notification of award shall constitute the formation of Contract.

1.6.2 The construction/ execution of Rate Contract shall be in accordance with clause 1C.3 of GCC.

1.6.3 On receipt of Letter of Award, the bidder shall deposit Security in a manner provided in Clause 1C.8 of GCC, and sign Rate Contract Agreement as per Annexure-III of Tender document on mutually agreed date and time within Fifteen (15) days of issue of Letter of award.

1.6.4 After signing the Rate Contract, BHEL will promptly notify each unsuccessful bidder and discharge its EMD as per Clause 1.3.6.5.

1.6.5 Any effort by a bidder to influence or pressurize BHEL officials or otherwise to gain undue favour by any means during the entire process of award of contract may result in rejection of bid.

1.7 LIST OF CONSORTIUM MEMBER BANKS

1	State Bank of India	16	Indian Bank
2	Allahabad Bank	17	Indus Ind Bank
3	Andhra Bank	18	Kotak Mahindra Bank Ltd
4	Axis Bank	19	Punjab National Bank
5	Bank of Baroda	20	Punjab & Sind Bank
6	Bank of India	21	Standard Chartered Bank
7	Canara Bank	22	State Bank of Hyderabad
8	Central Bank	23	State Bank of Travancore
9	Citi Bank- NA	24	Syndicate bank
10	Corporation Bank	25	Hong Kong and Shanghai Banking Corpn.
11	Deutsche Bank	26	The Royal bank of Scotland
12	The Federal Bank Ltd	27	UCO Bank
13	HDFC Bank	28	Union Bank of India
14	ICICI Bank	29	United Bank of India
15	IDBI Bank	30	Vijaya Bank

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PART-I (TECHNO COMMERCIAL BID)

BID FORM

Date

Name of Contract – Rate Contract with ISO 14001 & OHSAS 18001 Certifying Agency

To

BHEL,
TIRUCHIRAPPALLI

Sir,

1.0 With reference to the open tender **XXX:XXX:TENDER:XXXX-XX:** dated **XX.XX.XXXX** we the under signed, having examined the tender specification, including amendment, and offer to provide the services under above named contract in full conformity with the said tender specification.

2.0 ANNEXURE TO THE BID FORM

2.1 In line with the requirement of the Bid document, Clause no 1.3.6 of ITB, Section III, we enclose herewith EMD in the form of bank draft no. of (Name of Bank)

for a sum of ₹ 1, 50,000/- (₹ One lakh and fifty thousand only)

2.2 A power of attorney authorized by a Notary Public indicating that the persons signing the bid have the authority to sign the bid and that the bid is binding upon us during the full period of its validity in accordance with the ITB clause no.1.3.2.1(f) and 1.3.7.7.

2.3 Duly filled “Check List for Bidder” as per Part-1(Techno commercial Bid) & Certificate of incorporation/ Registration along with support Documents as per Annexure-1A of Part -1 (Techno Commercial Bid)

3.0 PRICE SCHEDULES:

3.1 In Line with the requirements of the Bid Documents, we enclose herewith the Certification charges as required by clause no. 1.3.3 of ITB.

3.2 We are aware that the Price Schedule do not generally give a full description of the work to be performed and we have read the Technical requirement & Specifications and the complete Bid Documents to ascertain the full scope of work while filling in the rates and prices. We agree that the entered rates and prices include the full scope as aforesaid including overheads and profit.

3.3 We declare that as specified in the Conditions of Contract, prices quoted by us in the Price Schedules are firm and we will not claim any price variation.

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3.4 We have read the provisions of the general conditions of contract and confirm that these provisions are acceptable to us

4.0 If our bid is accepted, we undertake to provide security in the form and amounts, and within time specified in the bid document.

5.0 We agree to abide by this bid for a period of three calendar months from the date fixed for opening of price bid, and it shall remain binding upon us and may be accepted by BHEL at any time before the expiration of that period.

6.0 We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully

(Signature)

(Printed Name)

(Designation)

(Common seal)

Date:

Place:

Business Address:

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PART-I (TECHNO COMMERCIAL BID)
CHECK LIST FOR BIDDERS

[The bidder shall fill-up, sign, stamp and enclose the checklist with Part-1(Techno-Commercial bid). The bid shall be treated as incomplete in absence of it]

S. No.	Description	BIDDERS CONFIRMATION & ACCEPTANCE	
		Yes	No
1	EMD – Demand Draft is enclosed.		
2	The Particulars of certification Agency are filled as per Annexure-1A.		
3	Bidder meets Qualification and Eligibility Requirements as per Section B of Part -1(Techno Commercial Bid) (Annexure-1A).		
4	Following support documents are enclosed:- (i) Memorandum and Article of association / Partnership deed/ Company Registration Certificate (ii) Audited Annual reports / Income Tax Acknowledgement. (iii) Service Tax & Income tax Registration document. (iv) Accreditation Certificate from Accreditation boards. (v) Documentary Evidence for qualifying criteria as per Section B of part-1(Techno commercial Bid) (Annexure-1A)		
5	The notarized power of attorney is enclosed.		
6	Organization chart, details of branch offices, and list of lead auditors with attested specimen Signature is attached		
7	All the pages of Bid documents are Accepted & signed by authorized signatory.		
8	The bid is valid up to three months after price bid opening		
9	Prices are firm up to validity period of rate Contract.		

(Signature & Seal of the firm)

Date:

Name of Work: RATE CONTRACT FOR CONDUCTING HSE MANAGEMENT SYSTEM (ISO 14001 & OHSAS 18001) SURVEILLANCE AND CERTIFICATION / RECERTIFICATION AUDITS IN ALL BHEL UNITS/REGIONS / DIVISIONS.

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PART-I : TECHNO COMMERCIAL BID

ANNEXURE-1A

(Technical Bid-Qualifying Criteria)

A.PARTICULARS OF ISO 14001 & OHSAS 18001 CERTIFICATION AGENCY

1A.1	Name of Company:				
1A.2	Head Office:				
	a.	Address:			
	b.	Phone no.:		Fax no.:	
	c.	E-mail:		Web-site:	
1A.3	Chief Executive:				
	a.	Name:			
	b.	Designation			
	c.	Office Address:			
	d.	Phone no.:	Land Line:	Mobile:	
	e.	E-mail:			
	f.	Qualification:			
	g.	Profile:			
	h.	Experience:			
1A.4	Ownership Status		(Please put \checkmark mark in appropriate box)		
			Govt. Of India Undertaking	State Govt. Undertaking	
			Public Limited Company	Private Limited Company	
			Partnership / Individual Firm	Others (please specify)	
	Please submit documentary proof, such as, Memorandum & Articles of Association, Company Registration Certificate, Partnership Deed, as applicable)				
1A.5	a.	Total No. Of Employees:			
	b.	No. of persons engaged in Certification activities (with minimum experience of audit for 2 years):			
	c.	Total No. of Branches:			
1A.6	Particulars of Branches: (Add separate sheet if required)				
	a.	Location			
	b.	Name of Branch Manager			
	c.	Address:			
	d.	Phone no.	Land line:	Mobile:	
	e.	Fax no.:			
	f.	Web-site:			
	g.	E-mail:			

(Signature & Seal of the firm)

Date:

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1A.7	Date of incorporation / registration:	
1A.8	Bankers Name and Address:	
1A.9	Organization: (Please enclose organization chart)	
1A.10	Did you provide ISO Certification Services to any BHEL Unit/ Division?	Yes / No (If yes, give details)
1A.11	Whether any litigation/ Arbitration is pending:	Yes / No (If yes, give details)
1A.12	Any other information: (use additional sheet, if required)	

B.QUALIFYING CRITERIA

Sl. No	Qualifying Criteria	DETAILS
A	EMD Amount: ₹ 1, 50,000 /- (Offer without EMD will be rejected.)	AMOUNT :₹ DD NO: DD DATE: ISSUING BANK :
B	Technical Competence	
B.1	Accreditation from NABCB (India), as an Authorised Certifying Agency for both ISO-14001 & OHSAS 18001 system. (Documentary Evidence to be furnished).	
B.2	Experience of conducting HSE Management System (ISO 14001 & OHSAS 18001) Certification, Surveillance, Recertification during last 2 years in Industries/Organization (PSUs/limited/ private or Listed Companies) in India in sectors like Engineering, Manufacturing, IT, Process (Oil, Gas & Steel) and Construction. (Sister Business Units/Divisions of same corporate sector shall not be considered as separate organizations). The requisite experience shall be as follows:	
B.2.1	Experience of certifying at least 4 Industries / Organization during last 2 years, each having a turnover more than ₹ 50 Crores (At least once during last 5 years.) (Evidence in the form of Work order / Contract to be submitted by the Bidder).	
B.2.2	Experience of certifying at least 1 PSU during last 2 years. (Evidence in the form of Work order / Contract to be submitted by the Bidder).	
B.2.3	Experience of Certification / Surveillance for 2 years in continuation in at least 1 Industry /Organization during last 3 years. (Evidence in the form of Work order /Contract to be submitted by the Bidder.)	
<p>(Signature & Seal of the firm) Date:</p>		

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B.3	<p>Agency should have at least 20 nos. of ISO 14001 & 20 nos. of OHSAS 18001 (latest) certified lead auditors.</p> <p>In case bidder has contracted / empanelled lead auditors, the running contract should be of minimum 1 year. (Evidence in the form of Auditors certificate to be submitted by the Bidder.)</p>											
B.4	<p>Each Auditor shall have experience (at least two years) of Auditing in Industries / Organization. (The bidder shall ensure the use of professional assessors with sufficient background on the business/ product of the Divisions of BHEL.) (Evidence in suitable form acceptable to BHEL to be submitted by the Bidder.)</p>											
C	<p>Financial Soundness Average Annual Turnover of ₹ 5 Crores in any two consecutive years during last four years (2011-12, 2012-13, 2013-14, and 2014-15) or Assessment Year (2012-13, 2013-14, 2014-15, and 2015-16). (Copy of IT Return acknowledgement OR (Balance sheet and Profit & Loss statement) with CA membership Number to be attached as proof of Turn over)</p>											
C.1	<p>Submission of Income Tax (Copy of IT Return acknowledgement to be enclosed)</p>	<table border="1"> <thead> <tr> <th>Assessment Year</th> <th>Annual Turnover (₹)</th> </tr> </thead> <tbody> <tr> <td>2012-13</td> <td></td> </tr> <tr> <td>2013-14</td> <td></td> </tr> <tr> <td>2014-15</td> <td></td> </tr> <tr> <td>2015-16</td> <td></td> </tr> </tbody> </table>	Assessment Year	Annual Turnover (₹)	2012-13		2013-14		2014-15		2015-16	
		Assessment Year	Annual Turnover (₹)									
		2012-13										
		2013-14										
2014-15												
2015-16												
Average Annual Turnover(₹)												
D	<p>Income Tax Registration : (Copy of PAN to be attached)</p>											
E	<p>Service Tax Registration. (Copy of Service Tax Registration to be attached)</p>											
F	<p>Acceptance to Scope of Work (Annexure-1B), General Conditions of Contract (Annexure-1C).</p>											
G	<p>Declaration regarding no case with the Police/Court/RBI/IRDA/SEBI/Regulatory Authorities and suspension/delisting /blacklisting by any Govt./Ministry /Department / PSU etc. (Declaration certificate to be given as per Annexure-VII)</p>											
H	<p>No Deviation Certificate (As per Annexure-VIII)</p>											
I	<p>Details of Offices (At least 4 offices) spread across India in different states. (Details to be provided)</p>											
		<p>(Signature & Seal of the firm) Date:</p>										

Name of Work: RATE CONTRACT FOR CONDUCTING HSE MANAGEMENT SYSTEM (ISO 14001 & OHSAS 18001) SURVEILLANCE AND CERTIFICATION / RECERTIFICATION AUDITS IN ALL BHEL UNITS/REGIONS / DIVISIONS.

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-1B

SCOPE OF WORK

INDEX

Clause No.	Contents
1B.1	INTRODUCTION
1B.2	SCOPE OF WORK
1B.3	ASSIGNMENT
1B.4	BHEL'S RIGHTS ON GENERAL REQUIREMENTS.
1B.5	PERFORMANCE MONITORING

SCOPE OF WORK

1B.1 INTRODUCTION

BHEL, a Maharatna Company, is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing company of its kind in India engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for core sectors of the economy, viz. Power, Transmission, Industry, Transportation (Railways), Renewable Energy, Oil & Gas, Water and Defence with over 180 products offerings to meet the needs of these sectors. BHEL has been the bedrock of India's Heavy Electrical Equipment industry since its incorporation in 1964.

BHEL's growth has been synchronous with achieving self-sufficiency in the indigenous manufacturing of heavy electrical equipment. Out of the available 35,000 MW per annum capacity for power plant equipment manufacturing in the country, BHEL alone constitutes a mammoth 20,000 MW per annum capacity. A widespread network of 17 Manufacturing Divisions, 2 Repair Units, 4 Regional Offices, 8 Service Centers, 6 Overseas Offices, 6 Joint Ventures, 15 Regional Marketing Centers and current project execution at more than 150 project sites across India and abroad corroborates the humungous scale and size of its operations.

Adding to its achievements, BHEL has joined the elite club of select global giants having an installed base of over 170 GW of power generating equipment globally. In FY 2015-16 the company has recorded the highest-ever commissioning of projects in its history. Enhanced focus on project execution has resulted in BHEL creating history by way of commissioning/synchronizing an all-time high 15,059 MW of power generating equipment during the year. This includes the highest-ever power generation capacity addition of 13,061 MW to the Indian utility segment, a quantum jump of 59% over the previous year. With this, BHEL has already achieved 94% of the capacity addition target for the XII Plan in first 4 years itself. 55% of the supercritical sets commissioned in the country are contributed by BHEL, a testimony to its valuable contribution towards nation building.

The high level of quality & reliability of BHEL products is due to adherence to international standards by acquiring and adapting some of the best technologies from leading companies in the world including General Electric Company, Alstom SA, Siemens AG and Mitsubishi Heavy Industries Ltd., together with technologies developed in its own R&D centers. Most of its manufacturing units and other entities have been accredited to Quality Management Systems (ISO 9001:2008), Environmental Management Systems (ISO 14001:2004) and Occupational Health & Safety Management Systems (OHSAS 18001:2007).

BHEL supplies steam turbines, generators, boilers and matching auxiliaries up to 800 MW ratings, including sets of 660/700/800 MW based on supercritical technology. BHEL has facilities to go up to 1000 MW unit size. BHEL also supplies circulating fluidized bed combustion (CFBC) boilers for thermal plants. BHEL is the only Indian company capable of manufacturing large-size gas-based power plant equipment, comprising of advanced-class gas turbines up to 289 MW (ISO) rating for open and combined-cycle operations. BHEL engineers and manufactures custom-built hydro power equipment including turbines of

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Francis, Pelton and Kaplan runners, pump turbines, bulb turbines and mini-micro hydro plants, with matching generators, for different head-discharge combinations. BHEL is one of the few companies worldwide, involved in the development of Integrated Gasification Combined Cycle (IGCC) technology which would usher in clean coal technology. Further details of the company can be obtained at www.bhel.com.

1B.1.1 The purpose of this procurement is:

to secure the services of an accredited registrar to obtain Certification / recertification of BHEL's Environmental Management System (EMS) & Occupational Health & Safety management System (OHSMS) under ISO 14001 (2004/2015) & OHSAS 18001(2007) standard.

The scope of BHEL's EMS & OHSMS for the facilities includes all activities under the BHEL's control at its manufacturing units and Project sites. The activities of all employees and occupants of these facilities, including contractors and visitors, are subject to the policies and procedures of the EMS & OHSAS.

The scope of work and other requirements are given in forthcoming sections.

1B.2 SCOPE OF WORK

Following shall be included in the Scope of Work.

1B.2.1 ISO 14001 & OHSAS 18001 Certification/ recertification for different BHEL units/ division

Bidder shall take on record all the existing valid ISO 14001 & OHSAS 18001 certifications and take them for re-certification (as per pertinent revision) and surveillance audit as and when Units / Regions / Divisions become due for Recertification and Surveillance Audit.

1B.2.2 Bidder shall provide services for Certification, Re-certification and Surveillance as per pertinent revision of ISO 14001 & OHSAS 18001 for different BHEL units/ division (as per Annexure –I) when required.

1B.2.2.1 Surveillance audits must be carried out twice every year (approximately at an interval of **six months**) ensuring that there is no discontinuity in certification. The Certifying Agency shall ensure that the visits for Certification, Re-certification and Surveillance audits or related activity are performed on the mutually agreed dates with BHEL. In case of any change in plan, the Certifying Agency shall give minimum fifteen days' notice.

1B.2.2.2 The total no. of man-days for ISO 14001 audits have been derived following guidelines given in the IAF Mandatory Document "IAF MD 5:2015" issued by International Accreditation Forum, Inc. incorporating appropriate discounting factor as per our past experiences. The man-days thus arrived has been considered for OHSAS 18001 audit duration as well. The total man-days taken together for ISO 14001 and OHSAS 18001 thus arrived at is given below:

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a. For Recertification/ Certification: 312.5 (calculated);

b. For 5 surveillance audits: 335.5 (Calculated):

c. Total man-days for certification/recertification and surveillance audits: 648

The details of BHEL Units/ Regions / Divisions and tentative manpower are as follows:

LIST OF BHEL UNITS / REGIONS / DIVISIONS

Sl No.	Unit / region / division	Tentative Manpower
1	HEP Bhopal	11642
2	TP Jhansi	3171
3	HEEP & CFFP Haridwar	9016
4	HPEP Hyderabad	7890
5	HPBP & SSTP Trichy	13217
6	BAP Ranipet	3489
7	EPD Bangaluru	1376
8	EDN Bangaluru	3397
9	IP Jagdishpur	1000
10	ISG, Bangaluru	509
11	IVP Goindwal	466
12	HERP Varanasi	378
13	CFP Rudrapur	291
14	PS-NR	641
15	PSWR	823
16	PSER	940
17	PSSR	699
18	Noida Township	151
19	CSU & FP Jagdishpur	252
20	PPPU, Thirumayam	1109
21	HPVP, Vizag	1437
22	TBG, Noida	271
23	EMRP, Mumbai	88
	Total Man Power	62253

Note:

1. Units/Divisions/Regions listed at S.No. 1 to 18 are already certified to ISO 14001 & OHSAS 18001.
2. Units/Divisions/Regions mentioned at S.No. 19 to 23 are yet to be certified. Hence, they would be going for fresh certification. If they get certified before finalization of this contract then they shall need only surveillance audits and recertification audit as & when due, under this contract.
3. In addition to above, some more units/ divisions may get added for Certification if required.

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1B.2.2.3 Bidder shall conduct certification and surveillance audit in case any new unit/division comes up for certification which is not indicated in the list of units as provided in 1B.2.2.2. The man-day rate will be the same and the number of man days will be mutually agreed upon.

1B.2.2.4 Bidder shall liaison with various BHEL units/ divisions for determining scope of Certification/ Re-certification & Surveillance audit and will fix the schedule for the same.

1B.2.2.5 Bidder shall issue a certificate of conformity to the auditee on satisfactory completion of the certification assessment. Bidder shall provide Certificate in English preferably in A-4 size. Certificate shall also be provided in Regional Language if desired by BHEL, **without any additional cost to BHEL.**

1B.2.2.6 During Recertification and Surveillance Audit, in case of Non-conformance to ISO 14001 & OHSAS 18001 systems, bidder shall submit complete reports enlisting the details of non-conformity to the concerned unit/region/division.

1B.2.2.7 Bidder shall ensure the availability of auditors in Emergency/ Special request by BHEL. Charges shall be paid as given in clause 1B.2.2.15.

1B.2.2.8 The bidder shall ensure the use of professional assessors and with sufficient background on the business/ product of the Divisions of BHEL.

1B.2.2.9 The bidder shall intimate any addition/deletion of lead auditors to BHEL on urgent basis. In case of addition of auditors, the new auditors shall fulfil the requirements regarding Minimum Qualification and experience as per Qualification Criteria of Annexure-1A of Part -1(Techno Commercial Bid). Bidder to submit relevant documents as evidence.

1B.2.2.10 BHEL reserves the right to ask for extra certification from different accreditation bodies, if required, in addition to those listed in Minimum Qualification.

1B.2.2.11 BHEL reserves the right to seek additional information to assess the capability and capacity of Certification Agency by means of documents.

1B.2.2.12 Bidder shall get its NCR/Audit format validated through BHEL.

1B.2.2.13 BHEL reserves the right to choose or reject any auditor deployed for BHEL audits.

1B.2.2.14 Any extra man days required for follow up visit or review and closure of NCR's will be chargeable at the same man-day rates.

1B.2.2.15 Rate per man-day shall include Travel expenses and incidental expenses. BHEL will arrange for Boarding and Lodging for the agency in the Guest House. In case of non-availability of Guest House, suitable boarding and lodging shall be provided by BHEL. Local conveyance will be arranged by BHEL.

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1B.3 ASSIGNMENT

1B.3.1 The certification agency shall not off-load either full or part of the work, assigned by BHEL.

1B.3.2 On finalization of Contract, list of Auditors shall be furnished by Bidder to all the units of BHEL. The information regarding addition / deletion / no change of Auditors shall be furnished to all Units of BHEL every six months.

1B.4 BHEL'S RIGHTS ON SCOPE OF WORK

BHEL reserves the right to add, delete or modify above scope of work.

1B.5 PERFORMANCE MONITORING

The performance of the certifying agency shall be monitored by BHEL during the audit with respect to Quality of Audit, Knowledge of the Auditor, etc. Areas for improvement suggested by Certifying Agency during Audit shall be given in the form of Annexure to the Audit report and submitted to Auditee Unit and Corporate HSE & CSR/BHEL and it will form the basis of audit in the subsequent cycle.

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-1C

GENERAL CONDITIONS OF CONTRACT (GCC)

INDEX

Clause No.	Contents
1C.1	DEFINITIONS
1C.2	CONTRACT DOCUMENT
1C.3	CONSTRUCTION/EXECUTION OF RATE CONTRACT
1C.4	VALIDITY OF CONTRACT
1C.5	CONTRACTOR'S RESPONSIBILITIES
1C.6	BHEL'S RESPONSIBILITIES
1C.7	PAYMENT TERMS
1C.8	SECURITY
1C.9	TAXES AND DUTIES
1C.10	INSURANCE
1C.11	FORCE MAJEURE
1C.12	GOVERNING LAW
1C.13	ARBITRATION
1C.14	SUSPENSION
1C.15	RISK PURCHASE
1C.16	ASSIGNMENT
1C.17	TERMINATION OF CONTRACT
1C.18	CONFIDENTIALITY

ANNEXURE-1C

GENERAL CONDITIONS OF CONTRACT (GCC)

1C.1 DEFINITION

The following words and expressions shall have the meanings as given here under: -

“**Contract**” means the Contract Agreement entered into between BHEL and the Certifying Agency (Contractor), together with the Contract Documents referred to therein; they shall constitute the Contract, and the term —the Contractll shall in all such documents be construed accordingly.

“**Contract Document**” means the documents listed in Clause 1C.2 of GCC,(Annexure-1C)

“**Contractor**” means the person(s) whose bid to perform the Contract has been accepted by BHEL and is named as such in the Rate Contract Agreement and includes the legal successors or permitted assigns of the Contractor.

“**Day**” means calendar day of the Gregorian calendar. Week means 7 days and Month means calendar Month

“**GCC**” means the General Conditions or Contract hereof.

“**BHEL**” means Bharat Heavy Electricals Ltd., New Delhi.

“**BHEL unit**” means Unit / region / division of BHEL

“**Certification Activities**” means Certification, Recertification & Surveillance Audits and other related aspects for ISO 14001 & OHSAS 18001 management systems.

1C.2 CONTRACT DOCUMENT

1C.2.1 The term Contract Document shall mean and include the following, which shall be deemed to form an integral part of the Contract:

- a) The Rate Contract Agreement
- b) Letter of Award of Rate Contract
- c) Qualification and eligibility
- d) Particulars of Certifying Agency including enclosures
- e) Scope of Work

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- f) Instruction to bidder
- g) General conditions of contract
- h) Price schedule
- i) Annexure

1C.3 CONSTRUCTION / EXECUTION OF THE RATE CONTRACT

1C.3.1 The Rate Contract Agreement as per Performa (Annexure-IV) is to be signed within fifteen (15) days of the date of the Letter of Award of Rate Contract, on a date and time to be mutually agreed in the office of the BHEL, TIRUCHIRAPPALLI unless otherwise agreed to. The Bidder shall provide for signing of the contract, appropriate power of Attorney and the requisite documents. Till such time a formal contract is prepared and executed the letter of Award of Rate Contract read in conjunction with the Contract Documents will continue to constitute a binding contract.

1C.3.2 The contract will be signed in four originals, the bidder shall be provided with one signed original contract and rest (Three originals) will be retained by BHEL. The total expenses towards preparing agreement shall be borne by the bidder.

1C.3.3 The signed Rate Contract Agreement shall be forwarded to all BHEL Units / Divisions for availing the Certification services.

1C.4 VALIDITY OF THE CONTRACT

The contract shall commence from the effective date (as stated in the letter of award of rate contract or in the rate contract. If no such effective date is stated then the contract shall commence from the date of LOA) of signing the Rate Contract and remain valid for a period of three (03) years from the date of signing the contract. BHEL might extend the contract for one more year on the same terms and conditions.

1C.5 CONTRACTOR'S RESPONSIBILITIES

1C.5.1 The contractor shall perform the services with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The contractor shall always act, in respect of any matter relating to this contract, as faithful advisers to BHEL and shall at all times protect BHEL's legitimate interests.

1C.5.2 The contractor confirms that he has entered into this contract after satisfying himself with the scope of work and requirements of BHEL in totality and shall be responsible for providing / performing the services satisfactorily.

1C.5.3 The contractor shall comply with all laws in force in the country where the services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the contract and bind upon the contractor. The contractor shall pay for damages, claims, fines, penalties and expenses of whatever nature arising or resulting from

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the violation of such laws by the contractor or his personnel. The Contractor shall fully indemnify and keep indemnified BHEL against all claims of whatsoever nature including claims from any employees of the Certification Agency or any third party arising during the course of execution of the contract.

1C.6 BHEL'S RESPONSIBILITIES

BHEL shall provide reasonable facilities to the auditors for carrying out Certification and Activities.

1C.7 PAYMENT TERMS

1C.7.1 The certification agency shall raise invoice of certification/ recertification/ surveillance audits charges to the respective BHEL units/Divisions providing Man days incurred for the audit & other relevant information as desired by the BHEL Unit/ Division. Applicable taxes shall be deducted from the invoices.

1C.7.2 Concerned BHEL unit/division/region shall verify the invoice and make payment as per terms and conditions of the Rate Contract Agreement.

1C.7.3 The payment shall be made in Indian rupees.

1C.8 SECURITY DEPOSIT (SD)

1C.8.1 The Contractor shall, within fifteen (15) days of the issue of letter of award of rate contract, provide a security for the satisfactory performance of the Contract for an amount indicated by BHEL with validity up to ninety (90) days beyond the contract completion period.

1C.8.2 Being a service contract, it shall not be possible to assess the contract Value. Accordingly the security deposit amount would be contingent upon the total certification activity charges for various BHEL Units/Divisions (i.e. for the contract period). The amount of security deposit will be as below:-

Total Certification Activity Charges	Security Deposit Amount
(i) Up to ₹ 10 Lakhs	10%
(ii) Above ₹ 10 Lakhs and up to ₹ 50 lakhs	₹ 1 Lakh + 7.5% of the amount exceeding ₹ 10 lakhs
(iii) Above ₹ 50 Lakhs	₹ 4 Lakhs + 5% of the amount exceeding ₹ 50 lakhs

1C.8.3 Security deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the income tax)
- ii) Pay order, demand draft in favour of Bharat Heavy Electricals Limited payable at New Delhi)

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- iii) Local cheques of scheduled banks (subject to realization) to Bharat Heavy Electricals Limited, New Delhi.
- iv) Securities available from Post Offices such as National savings Certificates, Kisan Vikas Patras etc. (Certificates should be in the name of the contractor furnishing the security and duly pledged in favour of Bharat Heavy Electricals Limited, New Delhi & discharged on the back)
- v) Fixed deposit receipt issued by scheduled banks/public financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c Bharat Heavy Electricals Limited, New Delhi duly discharged on the back
- vi) Bank Guarantee from Scheduled bank/Public Financial Institutions as defined in the Companies Act subject to a max. Of 50% of the total security deposit value. The bank guarantee format should have the approval of BHEL.
- vii) Security deposit can also be recovered @ 10% from the running bills. However in such cases at least 50% of the security deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

(Note: In case of small value contracts not exceeding Rs. 10 lakhs and all SAS jobs, work can be started before security deposit is collected however the payment can be released only after collection / recovery of initial 50% security deposit)

- viii) EMD of the successful bidder shall be converted and adjusted against the security deposit.

1C.8.4 Acceptance of security deposit against Clause No. **1C.8.3** (iv) & (v) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for collection of interest or renewal of the documents or in any other matter connected therewith.

1C.8.5 If the value of the work done at any time exceeds accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him.

1C.8.6 Failure to deposit the security within the stipulated time may lead to forfeiture of EMD and cancellation of Letter of Award.

1C.8.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the bidder's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per clause no. **1C.17**. BHEL reserve the right to set off these security deposits, against any claims of any other contract with BHEL

(Signature & Seal of the firm)

Date:

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1C.8.8 BHEL shall not be responsible for any depreciation in the value of the security while in BHEL's custody or for any loss of interest thereon.

1C.8.9 If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL and presents an absolute no Demand Certificate in the prescribed form and returns properties belonging to BHEL taken / borrowed or hired by him for carrying out the said works, the Security Deposit shall be refunded to the Contractor within 90 days after completion of the contract and discharged of all obligations. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

1C.8.10 No interest shall be payable by BHEL on earnest money / security deposit or any money due to the contractor by BHEL.

1C.9 TAXES AND DUTIES

1C.9.1 Except as otherwise specifically provided in the Contract, other than Service Tax, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, or their employees by all municipal, state or national government authorities in connection with the facilities in the country where the manufacturing works are located.

1C.9.2 With regard to income tax, surcharge on income tax and any other corporate tax, BHEL shall not bear any tax liability whatsoever. The Contractor shall be liable and responsible for payment of such tax, if attracted under the provisions of the law present or future and BHEL will make deductions at source as applicable.

1C.10 INSURANCE

The contractor, will at its expenses take out and maintain in effect, during the performance of contract the insurance policies of its employees and any assets. BHEL shall not bear any liability for any mishap to the auditor and assets during the currency of the contract.

1C.11 FORCE MAJURE

1C.11.1 Force Majeure shall mean any event beyond the reasonable control of BHEL or contractor, as the case may be and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

- i. War and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- ii. Rebellion, revolution, insurrection, military or usurped power and civil war;
- iii. Ionizing, radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;

(Signature & Seal of the firm)

Date:

Name of Work: RATE CONTRACT FOR CONDUCTING HSE MANAGEMENT SYSTEM (ISO 14001 & OHSAS 18001) SURVEILLANCE AND CERTIFICATION / RECERTIFICATION AUDITS IN ALL BHEL UNITS/REGIONS / DIVISIONS.

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- iv. Riot, commotion or disorder, except where solely restricted to employees of the Contractor;
- v. Acts of God such as earthquake (above magnitude of 7 on Richter's scale), unprecedented floods.

1C.11.1 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 one week after the occurrence of such event.

1C.11.2 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the contract for so long so the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the contract and to fulfil its or their obligations under the contract.

1C.11.3 No delay or non-performance by either party thereto caused by the occurrence of any event of Force Majeure shall: a) Constitute a default or breach of the contract b) Give rise to any claim for damages or additional cost or expenses occasioned thereby if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

1C.11.4 If the performance of the contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the contract, the parties will attempt to develop a mutually satisfactory solution failing which the dispute shall be resolved in accordance with 1C.13 of GCC.

1C.11.5 Force Majeure shall not apply to any obligation of BHEL to make payments to the Contractor herein.

1C.12 GOVERNING LAW

The Contract shall be governed by and interpreted in accordance with laws of India.

1C.13 ARBITRATION

1C.13.1 Any dispute(s) or differences(s) arising out of or in connection with the contract shall, to the extent possible in the first instance be resolved amicably between the Contractor and BHEL. All questions & disputes relating to the Contract shall be referred to the sole arbitration of Head, BHEL, TIRUCHIRAPPALLI and if the said Head is unable or unwilling to act, to the sole arbitration of some other person appointed by the Head, BHEL, TIRUCHIRAPPALLI who is willing to act as such arbitrator.

There will be no objection if the arbitrator so appointed is an employee of BHEL, and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute of difference.

(Signature & Seal of the firm)

Date:

Name of Work: RATE CONTRACT FOR CONDUCTING HSE MANAGEMENT SYSTEM (ISO 14001 & OHSAS 18001) SURVEILLANCE AND CERTIFICATION / RECERTIFICATION AUDITS IN ALL BHEL UNITS/REGIONS / DIVISIONS.

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The arbitrator to whom the matter is originally referred being vacating his office or being unable to act for any reason such Head, BHEL, TIRUCHIRAPPALLI as aforesaid at the time of such vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with the terms of the contract such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this Contract that no person other than a person appointed by such Head, BHEL, TIRUCHIRAPPALLI as aforesaid should act as arbitrator. The arbitrator shall give reasons for the award.

Subject as aforesaid, the provisions of Arbitration & Conciliation Act, 1996 or amendments thereof or re-enactments thereof and rules made there under in force shall apply to the arbitration proceedings under this clause. The arbitration proceedings shall be conducted in English language. Documents shall be submitted in English. The decision of the arbitrator shall be final and binding upon the Parties and such decision may be enforced by any court of competent jurisdiction. The venue of arbitration shall be Delhi, India

1C.13.2 The cost of arbitration shall be borne in such manner as may be specified in the award of arbitrator. However, expenses incurred by each party in connection with the preparation, presentation etc.; of its cases prior to, during and after the arbitration proceeding shall be borne by each party itself.

1C.13.3 Notwithstanding any reference to the arbitration herein; the parties shall continue to perform their respective obligations under the Contract unless agreed otherwise.

1C.14 SUSPENSION

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligations of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

1C.15 RISK PURCHASE CLAUSE

In case the bidder is not in a position to execute the certification activities/ fails to execute the certification activities, BHEL reserves the right to get the same services executed by any other agency which BHEL may deem fit, and all additional costs (either in the rates or any other cost) incurred by BHEL shall be recovered from the Contractor's pending bills and /or security deposit amounts or otherwise.

1C.16 ASSIGNMENT

The clause no. 1B.3 of Scope of work shall be applicable.

1C.17 TERMINATION OF CONTRACT

BHEL reserves the right to terminate the contract at any time during the validity period on account of non fulfilment of any contract condition, adverse feedback regarding quality of services rendered, indulgence in unethical practices or questionable integrity.

(Signature & Seal of the firm)

Date:

Name of Work: RATE CONTRACT FOR CONDUCTING HSE MANAGEMENT SYSTEM (ISO 14001 & OHSAS 18001) SURVEILLANCE AND CERTIFICATION / RECERTIFICATION AUDITS IN ALL BHEL UNITS/REGIONS / DIVISIONS.

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1C.18 CONFIDENTIALITY

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential and proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need to know basis, without the prior written permission of BHEL.

(Signature & Seal of the firm)

Date:

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-1D

ANNEXURES

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Name of Work: RATE CONTRACT FOR CONDUCTING **HSE MANAGEMENT SYSTEM (ISO 14001 & OHSAS 18001)** SURVEILLANCE AND CERTIFICATION / RECERTIFICATION AUDITS IN ALL BHEL UNITS/REGIONS / DIVISIONS.

Tender Ref No: 9241600131

Annexure –I

Company Logo

Letter Head

BHEL Ref: Tender Notification No.....Dtd.....

DECLARATION CERTIFICATE

I/We do hereby declare that there is no case with the Police/Court/RBI /IRDA/SEBI /Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended/delisted/blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/Any Quality assurance Body/Autonomous Body/Financial institution/ Court. We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

(Signature & Seal of the firm)

Date.....

Name of Work: RATE CONTRACT FOR CONDUCTING **HSE MANAGEMENT SYSTEM (ISO 14001 & OHSAS 18001)** SURVEILLANCE AND CERTIFICATION / RECERTIFICATION AUDITS IN ALL BHEL UNITS/REGIONS / DIVISIONS.

Tender Ref No: 9241600131

Annexure – II

Company Logo

Letter Head

BHEL Ref: Tender Notification No.....Dtd.....

NO DEVIATION CERTIFICATE

THIS IS TO DECLARE THAT WE DONOT HAVE ANY DEVIATIONS TO TERMS &

CONDITIONS OF YOUR TENDER SPECIFICATION NO: DTD

AND ACCORDINGLY ACCEPT ALL THE TERMS & CONDITIONS WITHOUT ANY

RESERVATIONS WHATSOEVER

(Signature & Seal of the Firm)

Date.....

Name of Work: RATE CONTRACT FOR CONDUCTING HSE MANAGEMENT SYSTEM (ISO 14001 & OHSAS 18001) SURVEILLANCE AND CERTIFICATION / RECERTIFICATION AUDITS IN ALL BHEL UNITS/REGIONS / DIVISIONS.

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ANNEXURE III

RATE CONTRACT AGREEMENT

(To be stamped in accordance with Stamp Act)

Agreement No. and Date -----

Name of the Work -----

Name of the Contractor with -----

Full Address -----

Value of work awarded -----

Letter of Award No. & Date -----

Scheduled Commencement Date -----

Scheduled Completion Date -----

THIS AGREEMENT MADE THIS----- DAY OF ----- 2016 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Undertaking) a Company incorporated under the Companies Act, 1956 having its Registered Office at BHEL House, Siri Fort, New delhi-110 049 therein after called BHEL) of the FIRST PART.

AND

M/s.

(Hereinafter called the 'Contractor', on the SECOND PART.

WHEREAS M/s. have acquired and possess extensive experience in the field of

And whereas in response to an Invitation to Tender No. Issued by BHEL for execution of, the contractor Submitted their offer No. dated

And whereas BHEL has accepted the offer of the Contractor on terms and conditions Specified in the letter of Award No.-----dated-----
Read with the references cited therein.

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

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No. -----
- (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Bidders, General Conditions of Contract (GCC), Qualification and eligibility requirements, General requirements,

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Annexure, Letter of Award dated ----- and such other instructions given to him from time to time by BHEL.

2. The contractor is required to furnish to BHEL security deposit, minimum 50 %, in the form of pay order/demand draft / local cheque No. dated Drawn on (Name of the Bank) and maximum of 50% in the form of Bank Guarantee valid upto for a sum of Rs. (Rupees) towards the satisfactory performance and completion of the Rate Contract.

3. The contractor has furnished a Bank Guarantee bearing No. Dated for a sum of Rs. executed by in favour of BHEL towards Security Deposit valid upto

OR

The contractor has furnished to BHEL a Security Deposit of Rs.. (Rupees) vide pay order/demand draft / local cheque No. dated drawn on (Name of Bank) after adjusting EMD of Rs. (Rupees) submitted vide pay order/demand draft / local cheque No. dated drawn on (Name of Bank) and furnished a Bank Guarantee bearing No. dated For a sum of Rs. executed by in favour of BHEL valid upto

4. The contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs-----(Rupees-----) from the bills in one instalment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in

the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs----- (Rupees-----).

5. That in consideration of the payments to be made to the contractor by BHEL units/ purchasing divisions in accordance with Clause 4.7 of GCC, the Contractor hereby covenants and undertakes with BHEL that they shall execute and complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

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6. That the contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also satisfied himself as to the nature and character of the works to be executed by him.

7. That the contractor shall carry out and complete the execution of the said works to the entire satisfaction of BHEL within the agreed time schedule, the time of completion and accuracy of work being the essence of Rate contract.

8. That BHEL, after proper scrutiny of bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL Units/ Purchasing divisions in accordance with this agreement.

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

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

11. That all charges on account of Octroi, Terminal and other taxes, including sales tax or other duties on materials obtained for execution of the said works shall be done and paid by the contractor.

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

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

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

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

- i) Invitation to Tender No. and the documents specified therein
- ii) Contractor's Offer No. dated
- iii) Letter of Award No. dated
- iv) Tender Specification No.
- v) General Contract Conditions (GCC)
- vi) General Requirements
- vii) Qualification and Eligibility Requirements

Name of Work: RATE CONTRACT FOR CONDUCTING **HSE MANAGEMENT SYSTEM (ISO 14001 & OHSAS 18001)** SURVEILLANCE AND CERTIFICATION / RECERTIFICATION AUDITS IN ALL BHEL UNITS/REGIONS / DIVISIONS.

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viii) Price Schedule IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS
(CONTRACTOR)

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

1.

2.

WITNESS

(For and behalf of BHEL)

1.

2

Enquiry No: 9241600131 /28.07.2016

Annexure - IV

BANK GUARANTEE BOND

(Paragraph 4.9.6 of —Works Accounts Manual)

Bank Guarantee No.....

Date.....

1. In consideration of the Bharat Heavy Electricals Limited, _____TIRUCHIRAPPALLI Division (hereinafter called 'the Company') having agreed to exempt _____ (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt.

_____ made between _____ and _____ for _____

_____ (hereinafter called 'the said Agreement') of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only)

We _____

_____ . (Indicate the name of the Bank) (Hereinafter referred to as 'the Bank') at the request of _____

_____ (Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We, _____ do hereby undertake to pay the amounts due and (Indicate the name of the Bank) payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ further agree that the Guarantee (Indicate the name of the Bank)

**Name of Woks: RATE CONTRACT FOR CONDUCTING HSE MANAGEMENT SYSTEM
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herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till

_____ Office/ Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all the liability under this guarantee thereafter.

5. We, _____, further agree with the Company that the (Indicate the name of the Bank)

Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We, _____, lastly undertake not to revoke this guarantee (Indicate the name of the Bank)

during its Currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____

(Indicate the name of the Bank)

.....
(Signature)

.....
(Name)

(Designation with Bank stamp)

(Official Address)

Attorney as per Power of

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Attorney No.....

Dated

WITNESS (Signature).....

(Name)

Notes:

1. This date will be Ninety (90) days beyond the Contract completion period as specified in the Contract.
2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

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PART-2 (PRICE BID)
SCHEDULE OF RATES (PRICE BID)

SI No.	Unit / region / division	Tentative Manpower	Recertification/ Certification Audit Man days	Surveillance Audit Man days (5 Audits)
1	HEP Bhopal	11642		
2	TP Jhansi	3171		
3	HEEP & CFFP Haridwar	9016		
4	HPEP Hyderabad	7890		
5	HPBP & SSTP Trichy	13217		
6	BAP Ranipet	3489		
7	EPD Bangaluru	1376		
8	EDN Bangaluru	3397		
9	IP Jagdishpur	1000		
10	ISG, Bangaluru	509		
11	IVP Goindwal	466		
12	HERP Varanasi	378		
13	CFP Rudrapur	291		
14	PS-NR	641		
15	PSWR	823		
16	PSER	940		
17	PSSR	699		
18	Noida Township	151		
19 *	CSU & FP Jagdishpur	252		
20*	PPPU, Thirumayam	1109		
21*	HPVP, Vizag	1437		
22*	TBG, Noida	271		
23*	EMRP, Mumbai	88		
	Total Man days			
Total Mandays required for 1 Certification / Recertification Audit and 5 Surveillance Audits (Assuming a cycle of 3 years) for BHEL Units /Regions / Divisions.				

* Certification

Note:

In case any/all units' mentioned at S.No. 19 to 23 get certified before commencement of this contract then they shall need re-certification audit in place of fresh certification (as and when it becomes due). The audit man-days for re-certification audit will be taken as 2/3 that mentioned for certification audits.

(Signature & Seal of the firm)

Date:

**Name of Woks: RATE CONTRACT FOR CONDUCTING HSE MANAGEMENT SYSTEM
(ISO 14001 &OHSAS 18001) SURVEILLANCE AND CERTIFICATION /
RECERTIFICATION AUDITS IN ALL BHEL UNITS/REGIONS / DIVISIONS.**

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PART-2 (PRICE BID)

Total Mandays required for 1 Certification / Recertification Audit and 5 Surveillance Audits (Assuming a cycle of 3 years) for BHEL Units /Regions / Divisions.	Rate /Manday (₹)	Total Cost for Certification / Recertification Audit and 5 Surveillance Audits (Assuming a cycle of 3 years) for BHEL Units /Regions / Divisions. (₹)
A	B	C=A x B

Cost of issuing 1 certificate	Total no. of certificates to be issued (23 each for ISO 14001 & OHSAS 18001)	Total cost of issuing certificate
D	46	E=46 X D

Total Cost for Certification / Recertification Audit and 5 Surveillance Audits (Assuming a cycle of 3 years) for BHEL Units /Regions / Divisions. (₹)	Total cost of issuing certificate (₹)	Total cost of conducting audits and issuing certificates (₹)
(C)	(E)	F=C+E

(Signature & Seal of the firm)

Date: