



**Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026.**

Tender Document for the Work of :
Operation and Maintenance of
Waste Water Treatment Plant
at BHEL, Electronics Division,
Bangalore – 560 026.

Opening Date : 04.08.2006

This Tender document contains 23 pages

CONTRACTOR

ISSUING OFFICER



Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026.

Phone :26998402 / 26744224

NOTICE INVITING TENDERS

01. Tender Number : BHE/LMR/0604/2006-07/01
Dated : 07.07.2006
02. Name of work : Operation and Maintenance of
Waste Water Treatment Plant
03. Completion Time : 12 Months
04. Estimated Cost : Rs. 2.75 Lakhs
05. Earnest Money Deposit : Rs. 10,000 /-
06. Last Date & Time for the
Receipt of Completed Tender. : **Before 3.00 PM on 04.08.2006**
07. Date & Time for
Tender Opening (Technical bid) : **At 3.15 PM on 04.08.2006**
08. Place of submission of Tender : To be dropped in **FS&T Tender Box,**
kept in the Reception Area at BHEL,
Electronics Division, Mysore Road,
Bangalore -26.

This tender document **contains 23 pages** including the following.

01. Scope of Work, Terms & Conditions
02. Price Schedule (Annexure – 1)
03. Instructions to tenderers
04. Questionnaire (Annexure – 2)

Note : The tenderer shall return the duly filled in tender document after affixing signature on all pages.

Issued to :

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INSTRUCTIONS TO TENDERERS

Name of the work : Operation and Maintenance of Waste Water Treatment Plant

1. Sealed Tenders for the above noted work are hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to DGM (FS&T), Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026. The full name and address of the tenderer, name of the work and the date of opening should be indicated on the cover.
- 2.1 The local address of the Contractor, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number (both office and residence) , FAX / e-mail address, Mobile No. etc..
3. All entries in the tender documents should be in the same ink. Erasures and over writing are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned with proper indication of the name, designation and address of the person signing.
4. Tenderers shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings (wherever applicable) attached there to before submitting tender.
5. Unit rates should be quoted in figures as well as in words in Indian Currency only – i.e., Rupees and Paise with reference to each item and for all the items shown in the attached schedule. The rates shall include all taxes and duties payable on account of Service Tax, Sales Tax etc., and also expenses towards PF and ESI contributions (see clauses 8, 39 and Annexure ‘C’). Amount of each item and the total on each sheet as also the grand total amount of the whole contract shall be filled by the tenderers.
6. In case the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.
7. In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
8. The rates to be quoted by the tenderer shall be firm and shall cover and include all statutory levies arising from Acts, passed by Parliament or by State legislature and rules framed there under. The rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come into force, subsequent to submission of tenders. The tenderer shall note that no claim for enhancement of rates, on the ground that existing statutory levies have been increased, or that new statutory levies have come into effect after tender, or on any other ground, will be entertained on any account.

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9. (a) The rates quoted in the tender shall remain valid for a period of ‘THREE MONTHS’ from the date of opening of tender.
- (b) Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the contract in case his tender is accepted.
10. Quantities shown in the attached schedule are only approximate and are liable to variation without entitling the Contractor to any compensation, provided the total value of the contract does not vary by more than 20 % (twenty percent).
11. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawing wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer’s responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.
12. Should a tenderer find discrepancies or omissions in the drawings wherever applicable / Specifications / Scope of work / Terms & Conditions attached to the tender documents or should be in doubt as to their meaning, he should at once address to the authority inviting the tender for clarifications.

Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

13. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted officer must accompany the tender.
14. Every tender must be accompanied by deposit receipt for the amount mentioned as Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderers after finalisation of the award of work. In the case of successful tenderer, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause – 16 of the BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipts are liable to be rejected. No interest will be paid on the earnest money deposits.
15. The Earnest Money Deposit shall be submitted along with Technical bid and may be furnished in any of the following forms :
- (a) Cash (b) Demand Draft

If the tenderer has down loaded the Tender Document directly from the Web site, then the DD towards the cost of tender should be enclosed along with the Technical Bid.

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16. Unless the Contractor whose tender is accepted signs the contract agreement within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of his tender withdrawn.
17. If after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of Engineer-in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of he contract so awarded.
18. BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.
19. Conditional and unsigned tenders, **tenders containing absurd rates and amounts**, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.
20. The contractors who are not on the approved list of contractors of this organisation must submit the following testimonials simultaneously with their tenders. These testimonials shall be signed by the person (s) issuing the same indicating their name, designation and full address.
- i) A certificate to establish that the tenderer is an independent contractor working on his own.
- ii) At least 2 certificates from responsible officers of Government or firms of repute, regarding the tenderer's capacity to undertake and carryout the work tendered for / similar work satisfactorily.
- iii) A certificate from a Bank of standing or magistrate regarding the tenderer's financial position.
- Note: (a) Copies of testimonials unless attested by a Gazetted Officer will not be accepted.
- (b) Non – submission of the above testimonials simultaneously with the tenders may result in the tenders being rejected.
21. The tenders should be accompanied by a list of contracts already held by the Contractor at the time of submitting the tender and giving the following particulars:
- (a) Name of work, value and address.
- (b) The balance work remaining to be done on the same.
22. Tenders submitted by post should be sent by “Registered Post with Acknowledgement due”. These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.

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23. The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of this tender.
24. If a tenderer expires after the submission of the tender or after the acceptance of the tender, BHEL may, at their discretion, cancel such tender.
25. If a partner of the firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character/s.
26. BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
27. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.
28. Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.
29. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.
30. The expenses for completing the stamping the agreement shall be paid by the contractor.
31. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.
32. Should a tenderer or a contractor on the list of approved contractors have a relative or in the case of firm or Company of Contractors any of its share holder's relative is employed in a Gazetted Capacity in the Electronics Division of Bharat Heavy Electricals Limited, Bangalore – 26, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such a fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.
33. These 'INSTRUCTIONS TO TENDERERS' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the contract agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. Extracts of some of the important clauses of BHEL G.C.C are enclosed (Annexure containing extracts of clauses 20, 38 and 58 of BHEL GCC). The contractor has to obtain, at his cost, a copy of the BHEL GCC, scrutinise the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the proforma enclosed at Annexure B.

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34. The Contractor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued thereunder. He, as an employer, shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him, for the execution of the contract in accordance with the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan / receipt of monthly remittance of the contribution made by him to the PF Commissioner. Final payments due to him will be released only on production of a "No due certificate" from the Regional Provident Fund Commissioner wherever applicable. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer".
35. The Contractor should get himself registered with the E.S.I. Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the labour employed by him for the work and produce the Challans / Receipts of remittance of the ESI contributions due under the E.S.I. Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer.
- 35.1 If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his labourers regarding PF/ESI amount due, short remittances, non remittances etc., the Contractor shall defend the case on behalf of BHEL and/or reimburse BHEL the expenses so incurred.
- 35.2 If applicable, the Contractor shall apply and obtain license under Contract labour (R&A) Act 1970 and comply with the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The Contractor shall furnish necessary returns to the authority through the Principal Employer.
- 35.3 If applicable, the Contractor shall insure all his labourers and materials. Any claim by his employees for the damages shall be settled by the contractor even action is against BHEL or to reimburse the legal expenses incurred by BHEL
36. Contractor shall produce necessary records, documents, explanation whenever he is called upon to do, by any Government. Agencies like ESI, PF, VIGILANCE etc.,
37. **TERMS OF PAYMENT :**
The Terms of payment will be as per the Terms & Conditions enclosed
38. **EXTRA ITEMS :**
No extra items of work shall be carried out by the contractor other than those authorised to do so in writing by the Engineer. For any such items of work executed as per instructions of Engineer, the rates will be fixed on the basis indicated under clause 50 of BHEL GCC.

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39. SECURITY DEPOSIT

Upon acceptance of the tender, the successful tenderer shall, within the time specified in the Letter of Intent / work order, deposit with Bharat Heavy Electricals Ltd., either in cash or in the form of Government Securities endorsed in favour of Bharat Heavy Electricals Ltd., such further sum along with the Earnest Money paid by the tenderer to make up the full security deposit as referred to in clause 16 (1) of BHEL GCC. Please note that 50 % of the Security deposit shall be paid in cash and 50 % either in cash or in the form of Bank Guarantee.

Alternatively, the requisite amount to make up the full security Deposit may also be deducted from the each running bill in respect of the particular contract concerned at 10 % (ten percent) of the value of the work done by the Contractor as billed, till such deductions along with the Earnest Money already deposited by him shall make up the full security deposit as per clause 16 (1) of BHEL GCC.

For extra items of work and deviated quantities, security deposit will be recovered at 10 % of the value of deviated amount. The security deposit will be released as stipulated under clause 16 (IV) of GCC.

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ANNEXURE: 'B'

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/additions/deletions to clauses if any, and conditions pertaining to the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me/us.

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ANNEXURE ‘C’

CLAUSE 20 OF GENERAL CONDITIONS OF CONTRACT

LABOUR

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship to the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ, in connection with the works, any person who has not completed eighteen years of age.

The Contractor shall furnish to the Engineer-in-charge, at the intervals specified by him, a distribution return of the number and description by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.

The Contractor shall pay to labour employed by him, either directly or through sub-contractors, wages not less than fair wages, as defined in the Contractor’s Labour Regulations.

The Contractor shall in respect of labour employed by him, either directly or through sub-contractors, comply with or cause to be complied with contractor’s labour Regulations in regard to all matters provided therein.

The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen’s Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961, or any modifications thereof or any other law relating there to and rules made thereunder from time to time.

The Contractor shall be liable to pay his contribution and the employees’ contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of “The Employees’ State Insurance Act, 1948,” as amended from time to time. The Contractor shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances under his Code Number only.

The Contractor shall be liable to his contribution and the employees contribution towards PF as per Provident Fund Rules and Regulations, in respect of all labour employed by him for the execution of the contract. The Contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. He shall pay the remittances towards PF under his code number only.

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The Engineer-in-charge shall, on a report having been made by an Inspecting Officer as defined in the Contractor's Labour Regulations, have the power to deduct from the moneys due to the contractor any sum required or estimated to be required, for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract of non observance of the said Contractor's Labour Regulations.

The Contractor shall indemnify BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form / Register / Slip under the provisions of these Regulations which is materially incorrect, then, on the report of the Inspecting Officers as defined in the Contractors Labour Regulations, the Contractor shall without prejudice to any other liability pay to BHEL a sum not exceeding Rs. 50/- as liquidated damages for every default, breach, or furnishing, making, submitting, filling materially incorrect statements as may be fixed by the Engineer – In – Charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender. The Contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labour Regulations and / or reimburse the expenses incurred by BHEL in this regard.

The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

MODEL RULES FOR LABOUR WELFARE

The Contractor shall, at his own expense, comply with or cause to be complied with Model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time, for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the contractor.

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SAFETY CODE

**RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF
SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT**

1. Before commencing the work, the contractor is required to submit a “SAFETY PLAN” to the authorised BHEL Official. The ‘Safety Plan’ shall indicate, in detail, the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the contract, BHEL shall have right to review and suggest modification in the Safety Plan. The contractor shall abide by BHEL’s decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL, or its authorised officials, to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorised BHEL officials:-
 - (i) Safety Helmets conforming to IS – 2925: 1984.
 - (ii) Safety Belts conforming to IS – 3521: 1983.
 - (iii) Safety Shoes conforming to IS – 1989: 1978.
 - (iv) Eye and Face Protection devices conforming to IS – 8520: 1977
and IS – 8940: 1978.
 - (V) Hand and body protection devices conforming to:
 - IS – 2573: 1975
 - IS – 6994: 1973
 - IS – 8807: 1978
 - IS – 8519: 1977.

All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained, before putting them to use and from time to time as instructed by authorised BHEL official who shall have the right to ban the use of any item.

All electrical equipment, connections and wiring for constructions, power, its Distribution and use shall conform to the requirement of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

The Contractor shall not use any hand – lamp energised by electric power with supply voltage of more than 24 Volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 Volts.

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The contractor shall adopt all fire safety measures as laid down in the “Code for Fire Safety at Construction sites” issued by the Safety Department of the Construction management (HQ) of BHEL and as per the directions of the authorised BHEL official. A copy of the above referred “Code of Fire Safety at Construction Sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store Petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India etc., Prior approval of the authorised BHEL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified), appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor’s or agency’s. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions, shall be borne by the contractor.

In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have right to recover cost of such delay from payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation, to the satisfaction of BHEL, after being given a reasonable opportunity to do so and / or / if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor, after giving a notice of not less than seven days, indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorised BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the contractor to the authorised BHEL official from time to time as prescribed.

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Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If the Safety record of the contractor is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognise the safety performance of the contractor may be considered by BHEL after completion of the job.

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ANNEXURE: 'D'

CLAUSE 38 OF BHEL GENERAL CONDITIONS OF CONTRACT

INSURANCE OF WORKS AGAINST DAMAGE AND LOSS DUE TO FIRE, STRIKE, TEMPEST, FLOODS, EARTHQUAKE, RIOT AND AGAINST DAMAGE BY AIRCRAFT – (Not applicable for this work)

The contractor shall, within one month after the date of acceptance of the contract, insure the work against loss and damage by fire, tempest, floods, earthquake, riots, strike and against damage by aircraft with an insurance office approved by the accepting officer, from the date of acceptance of work or actual commencement of work whichever is earlier. Such insurance shall be effected in the name of BHEL and shall be for the full value of the contract sum. The contractor shall lodge with BHEL the policies and receipts of the premiums for such insurance and shall maintain such policies in force until the entire completion of the work as certified by the Engineer – In - Charge.

If the contractor fails to comply with the terms of this condition, the accepting officer may insure the work and may deduct the amount of premiums from any money that may become payable to the contractor or may at his discretion refuse payment of any advance/payment to the contractor until the contractor shall have complied with the terms of this condition.

Such insurance whether effected by the Accepting officer or the Contractor shall not be a limit or bar to the liability and obligation of the contractor to complete the entire work in all respects as certified by the Engineer – In – Charge.

In case of such a loss or damage as aforesaid, the money payable under any such insurance shall be received and may be retained by BHEL until the work is finally completed and shall then be credited to the contractor in the final statement of accounts in the event of the contract not having been previously cancelled under these conditions, after taking into account the delay in completion, settlement to his workers for damages, damage to BHEL's Property etc.

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ANNEXURE 'E'

CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION:

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director/General Manager of BHEL and if the Executive Director/General Manager is unable or unwilling to act to the sole arbitration, some other person appointed by the Executive Director/General Manager, willing to act as such Arbitrator. There will be no objection if the arbitrator so appointed is an employee of BHEL-EDN or an employee of any other unit 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 or difference. The Arbitration to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director/General Manager as aforesaid at the time of such transfer, 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 Executive Director/General Manager or an employee appointed as Arbitrator as aforesaid should act as Arbitrator and the Arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause, together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) may from time to time with consent of the parties extend the time, for making and publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate speaking award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

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ISSUING OFFICER



Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026.

BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION
&
ELECTRONICS SYSTEMS DIVISION
BANGALORE

HEALTH, SAFETY & ENVIRONMENTAL POLICY

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, products & services as an integral part of business performance through :

- ★ **C**ompliance with applicable Legislation and Regulations
- ★ **S**etting objectives and targets to eliminate / control / minimise environmental pollution, risks due to Occupational Health and Safety Hazards
- ★ **P**romotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals
- ★ **E**nhancement of Environmental, Safety and Occupational Health awareness amongst employees, customers, suppliers, contractors by pro-active communication
- ★ **R**egular evaluation and pro-active measures for prevention & control of environmental pollution/accidents / occupational diseases
- ★ **A**ppropriate training of employees and interested parties on Health, Safety & Environmental (HSE) aspects
- ★ **F**ormulation and maintenance of HSE Management Programs for continual improvement
- ★ **P**eriodic review & audit of HSE Management System to ensure its continuing suitability, adequacy and effectiveness
- ★ **C**ommunication of HSE Policy to all employees and interested parties
- ★ **C**o-operation with concerned agencies / regulatory bodies engaged in HSE activities.

Sd.
V.VISWANATHAN
EXECUTIVE DIRECTOR
BHEL (EDN & ISG)
BANGALORE

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Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026.

Scope of Work

Subject : Operation & Maintenance of Waste Water Treatment Plant.

The scope of work includes the Operation and Maintenance of the Waste Water Treatment Plant by deploying the following personnel.

- A) Three operators, one for each shift, on all 365 days, having experience in the Operation & Maintenance of similar plant.
- B) One Supervisor cum Mechanic in General Shift, on all working days (except 52 Sundays & 10 Holidays) having experience in the operation & maintenance of similar plant.

The shift operator shall,

- 01. Operate the equipment as per the instructions given in the Operation Manual.
- 02. Carryout necessary tests periodically.
- 03. Record the parameters in the log book.
- 04. Carryout necessary adjustment/rectification to maintain the healthiness of the plant if the parameters are not meeting the requirements.
- 05. Carryout up keeping of the plant.
- 06. Removal, shifting & disposal of the sludge from the bar screen chambers at the inlet of the sewage sump and at the grid channel.
- 07. Taking care of the ducks in the plant and assisting the supervisor in the maintenance of the plant.

The supervisor cum mechanic shall

- 08. Carryout preventive maintenance of the equipment such as pumps, aerator, gearboxes, filters, valves, chambers etc., periodically as per the instructions given in the O & M Manual.
- 09. Attend to any minor breakdown both electrical & mechanical.
- 10. In case of major breakdown, arrange for removal of the motor, gear box, pumps etc., and handing over to BHEL for repair.
- 11. The operator / supervisor shall report to the BHEL executive / supervisor in charge of the Waste Water Treatment Plant, about the performance of the plant everyday.
- 12. Major works like rewinding of motor, repair of the pump / gear box, replacement of spares, electrical components in the panel will be under taken by BHEL. However dismantling of the equipment and re-assembly after repair will be done by the contractor.

The contractor shall depute alternate operator / supervisor if the shift operator / supervisor is on leave / absent / compensatory off.

The contractor shall also depute his engineer, at least once in a week, to visit the plant and give technical guidance to the operators / mechanic to maintain the plant to achieve the desired results. The contractor's engineer shall submit weekly report after visiting the plant.

The contractor shall assist to liaison with KSPCB whenever required.

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Electronics Division
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Terms & Conditions

01. The contract is for a period of one year from 01.09.2006 to 31.08.2007. However based on the satisfactory performance, the contract will be extended for one more year.
02. The offer shall be submitted in two parts
- a) Technical and Commercial Bid
 - b) Price Bid
- The technical & commercial bid should not include prices.

The technical bid shall cover all the technical details like

- (i) The Experience of the contractor – The tenderer should have experience in the Operation & Maintenance of similar plants.
- (ii) The list of technical personnel in their organisation with their qualification & experience in the field.
- (iii) The infrastructure available with them.
- (iv) The certificates received from the Government / Reputed organisations for having taken up similar work of equivalent value.
- (v) The list of clients with their addresses, contact persons.
- (vi) The list of works being done at present with the details of Contact persons and addresses.
- (vii) The EMD in the form of DD drawn in favour of “Bharat Heavy Electricals Limited, Electronics Division” (EMD shall be enclosed along with Technical Bid only.)
- (viii) The details of the tenderer’s office in Bangalore (within 50 KMs radius of BHEL) with the full address, Phone No., FAX No, Mobile No. The offer of the tenderers who do not have local office will not be considered. **If the tenderer gives wrong information, then the EMD submitted by the tenderer will be forfeited.**

Prices shall be quoted in the price schedule as per the Annexure - 1

03. The contractor shall comply with all statutory regulations like ESI, PF Contract Labour Licence (if applicable), Minimum Wages Act etc.,
04. The rate quoted shall include the wages payable to the employees, Statutory Charges like ESI, PF, Bonus, Holiday & EL wages, Taxes, Cost of Uniform & Safety appliances etc., While quoting the rate, the contractor shall take into account, the implication of probable revision in the minimum wages also.
05. The contractor shall issue necessary Uniform, Safety appliances like Safety Shoes, Gum Boots, Acid & Alkali Proof Hand Gloves, Masks etc. to their workers for safe operation.

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Electronics Division
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06. The contractor shall obtain necessary entry passes for their operators and issue to their employees.
07. The contractor shall maintain all the records w.r.t. ESI, PF, Wages & Attendance.
08. Payment will be made once in a month, on submission of monthly bill, against the certification by Supervisor / Executive in charge, within 30 days.
Please note that the following documents shall be submitted along with the First Running Bill.

- (a) Attendance sheet, wage register for the month, duly signed by the Engineer in charge of the contractor.
- (b) ESI & PF Statement as per the formats prescribed by BHEL.
- (c) ESI & PF Challan.
- (d) Delivery Challan for having supplied the Uniform & Safety Items and proof for having issued the same to their employees.
- (e) Receipt / Proof for having paid Security Deposit amount.
- (f) Test report of the samples.

Please note that the following documents shall be submitted along with the subsequent Running Bill.

- (a) Attendance sheet and Wage Register for the month duly signed by the Engineer in charge of the contractor.
- (b) ESI & PF Statement as per the formats prescribed by BHEL.
- (c) ESI & PF Challan.
- (d) Test report of the samples.

09. Please note that deductions as mentioned below will be made from the bill payable to the Contractor, in case the contractor has not deployed the man power as per the requirement.

Failure of deploying substitute Operators	-	3 times the minimum wages payable to the operator (USW)
Failure of deploying substitute Supervisor	-	3 times the minimum wages payable to the Supervisor (HSW)
Failure of deploying Engineer	-	Rs. 1000 / - per visit

If the absenteeism exceeds more than 10 % continuously for 3 months, the contract will be terminated.

10. The tenderer shall fill up the questionnaire as per Annexure - 2 and enclose along with Technical Bid.
11. The minimum wages as on 01.06.2006 is as follows
- | | |
|-----|--------------|
| USW | - Rs. 99.86 |
| SSW | - Rs. 101.86 |
| HSW | - Rs. 116.86 |

Please note that the minimum wages are normally revised by the authorities from every April month.

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ANNEXURE – 1

Subject : Operation & Maintenance of Waste Water Treatment Plant.

Sl. No.	Description	Rate In Rs. (for one Month)	Total Amount (for one Year)
01.	Charges for Operation & Maintenance of Waste Water Treatment Plant as per the Scope of Work		
02	Service Taxes 12.24 %		
	Total Value		

Note :-

01. All charges, fees, expenditure should be included in Sl.No : 1.
02. Please note that while arriving the rate quoted at Sl No.01, you shall take into account the minimum wages to be paid, if the order is extended for one more year.
03. Bills should be submitted in duplicate and Service Tax Registration No. and PAN No. should be mentioned in the Bill.
04. Deductions will be made for failure of deployment of operators / supervisor / Engineers as per the rate mentioned in the tender.

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Electronics Division
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ANNEXURE – 2

Subject : Operation & Maintenance of Waste Water Treatment Plant.

Questionnaire to be answered by the tenderer by ticking the suitable boxes

SL. No.	Description	Yes	No
01	Whether the tenderer has understood the scope of work and agrees to deploy manpower as indicated in the tender. (If there is any clarification required, the same may be got cleared from the Executive in charge, before submitting the offer.)		
02	Whether the tenderer has agreed to all Terms & Conditions given in the tender. (If there is any deviation, the same may be mentioned in separate sheet.		
03	Whether the tenderer has their own code for ESI & PF. (If the tenderer does not possess their own code their offer will not be considered. Paying the PF & ESI on another agency's name / sister concern is not acceptable.)		
04	Whether the tenderer has Service Tax registration No. (If they do not have the same, the offer will not be considered.)		
05	Whether the tenderer agrees to Pay Wages as per Minimum wages Act, EL Wages, Holiday Wage as per Karnataka Factory Rules. (Necessary proof should be submitted while claiming running bill and final bill)		
06	Whether the tenderer agrees to supply and issue 2 sets of uniform and Safety appliances like Safety Shoes, Gum Boots, Masks, Acid & Alkali proof hand gloves etc.,		
07	Whether the tenderer has agreed for deduction of amount towards failure of manpower deployment at the rate mentioned in the tender.		
08	Whether the tenderer agrees to give validity of offer for 3 months from the date of opening of technical bid.		
09	Whether the tenderer agrees for the payment terms mentioned in the tender.		
10	Whether the tenderer has agreed to submit EMD of Rs. 10,000/- and has submitted the same along with technical bid. (if not enclosed the tender will not be considered)		
11	Whether the tenderer has agreed to submit Security Deposit immediately after receipt of the work order as mentioned in the tender		

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SL. No.	Description	Yes	No
12	Whether the tenderer has agreed to insure all his labours.		
13	Whether the tenderer has enclosed the list of clients with addresses & contact person.		
14	Whether the tenderer has enclosed the list of similar works being done with the addresses and contact person.		
15	Whether the tenderer has enclosed the certificates received from Government / Reputed organisation for the similar work done.		
16	Whether the tenderer has enclosed the list of technical personnel their qualification and experience who will be deployed for this work.		
17	Whether the tenderer has indicated the address of their local office in Bangalore along with the phone no. & fax no. The offer of the tenderer who do not have local office will be rejected.		
18	Whether the tenderer has enclosed the solvency certificate obtained from a bank for a value of Rs. 60,000/- minimum.		
19	Whether the tenderer has enclosed the copy of Power of Attorney (if applicable).		
20	Whether the tenderer has enclosed the certificate to establish that the tenderer is an independent contractor working on his own.		
21	Whether the tenderer has enclosed the DD towards the cost of Tender Document, along with the Technical bid. (In case the tenderer has downloaded the tender document directly from the Web Site. If not enclosed the tender will not be considered)		
22	Whether the tenderer has agreed to extend the contract If awarded to them, for one more year at the same Rates and Terms & conditions.		

Note: If any of the question is not applicable, please mention as “ Not Applicable”. If there is any deviation, please mention clearly.

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