



Bharat Heavy Electricals Limited
Electronic Systems Division, Electronics City, Bangalore – 560 100.

Bharat Heavy Electricals Limited

(A Govt.of India Undertaking)
Electronics Systems Division, Plot No.98, Phase-I, Electronics city,
Hosur Road, Bangalore-560 100

NOTICE INVITING TENDER

Tender Reference :	BHE/ESD/IT&S/13-14/10 dated:7/08/2013
Name of the work	CAT6 UTP cable termination in Ground and First floor of New Engg. Building, BHEL-ESD
Last date and time for the receipt of completed tender	21/08/2013 (Wednesday): 1400Hrs
Date and time for tender opening :	21/08/2013 (Wednesday): 1430Hrs
Place of submission of completed tender:	To be dropped in the tender box kept at reception area in BHEL-ESD, Plot No.98, Electronics City Phase-I, Bangalore - 560100.
Submission of tender	Tender to be submitted in two parts in separate sealed covers, i.e. Part -I Technical-Cum-Commercial Bid, and Part-II Price Bid.
Address	The tender must be addressed to SDGM- IT&S, BHEL-Electronics Systems Division Plot No. 98, P.B. No. 22910 Electronic City Phase- I, Hosur Road, Bangalore -560100

Note: The tenderer shall return the duly filled in Tender Documents after affixing signature and seal on all pages.

Issued by : 
7/8/2013

Date: 7/8/2013



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Specifications for the Work

CAT6 UTP cable termination in Ground and First floor of New Engg. Building, ESD

1.0 Scope of work:

The scope of work involves supply of materials and termination and testing of Cat6 UTP cabling at Engineering building at BHEL-Electronics systems division, Electronics City, Bangalore.

Presently there are two floors in the building with approximately 110 network nodes in each floor. Two wall mounted racks will be provided in each floor where the cables already laid to the work stations have to be terminated.

The contractor can visit the site before quoting.

Bill of material to be supplied is as follows:

1.1 Bill of material : Main Items

Item description	Qty	Units	Acceptable makes
24 port loaded straight jack panel	9	Nos.	3C,Amp/Tyco
Cat6 UTP Patch cord -3 feet (Yellow colour)	200	Nos.	3C,Amp/Tyco
RJ 45 Connectors	2	Pack of 100.	3C,Amp/Tyco
Velcros	1	Roll of 25m.	
PVC Pipe 1" diameter for cable laying	150	meters	Finolex or equivalent
Cable Ties	1	Pack of 100	
Labour for above	1	lot	

Optional Items:

Item description	Number	Units	Acceptable makes
600*600 12U wall mount double rack with white powder coated lockable glass door/2U horizontal 5*5/15A Indian round pin power distribution unit/hardware packet/rack grounding kit	1		Valrak, Matrix

M. Jay Jacob



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1.2 Technical specifications

The work involves the following:

1. Mounting and fixing of rack and switches in the rack
2. Supply of all items required for termination of the cables in the rack.
3. All cables are to be terminated through patch panels and patch cords.
4. Testing of all the cables.
5. Two uplink cables (Cat6) have to be laid from each rack to the server room provided in the first floor. This cable is brought out of the rack by drilling a hole in the wall at the rack area and the cable is to be laid through PVC pipe externally. The pipe will be fixed suitably on the wall.
6. Drilling the wall if required for termination of the uplink cables is in the scope of the contractor.
7. Laying of the PVC pipe on the external wall for the uplink cables is also in the scope of the vendor.
8. Numbering of the cables for identification.
9. Any item not specifically mentioned in the tender but required for completion of the termination work has to be provided by the vendor.
10. Total number of terminations to be done is approx. 220.

The following Items will be provided by BHEL:

1. Switches and racks will be provided by BHEL.
2. Cat6 UTP cable required for uplinks will be provided by BHEL.
3. Cables for termination will be brought to the rack by BHEL.

2.0 Terms And Conditions:

1. The vendor must quote for all the items and associated work. The price quoted is to be inclusive of all taxes and taxes applicable are to be clearly mentioned. Price is to be filled in the BHEL price bid format provided.

2. Delivery : All the items are to be delivered and installed within 3 weeks from the date of placement of the order.

3. Payment Terms:

i) 100% payment will be made after completion of supply & installation of the work and certification by user department.

ii) Payment will be made for the actual quantity of the Items supplied and installed.

iii) Payment will be through Electronics Fund transfer (EFT) only.

iv) Security Deposit of 10% on the running Bill. Security deposit of 10% will be returned at end of the warranty period.



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4. **Validity:** The validity of the offer shall be two months from the date of offer.

5. **Warranty:** One year warranty is to be provided for all the items.

Consignee & Billing address:

Smt. Mercy Jacob,
SDGM- IT&S,
BHEL-Electronics Systems Division
Plot No. 98, P.B. No. 22910
Electronic City Phase- I,
Hosur Road,
Bangalore -560100

Consignee contact nos. :

Smt. Mercy Jacob,/ Mr. Rakesh Kumar
SDGM- IT&S,
Phone : 080-25146124/25146174.
Mobile : 9449832145/9535402132

Mercy Jacob



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Part – 1

Information to be provided by the contractor

Techno-Commercial Bid

1	Name of the Work	CAT6 UTP cable termination in Ground and First floor of New Engg. Building, ESD
2	Name of the Bidder	
	a) Address for correspondence	
	b) Contact person with Telephone Nos. and email id.	
4.	Scope of supply	Understood / Not Understood
5	BHEL'S Payment Terms	Acceptable/ Not acceptable
6.	Technical bid with all pages signed and filled is submitted.	Enclosed / Not enclosed

Note: - If any of the above mentioned criteria is not met the bid will be rejected.

Declaration:

I / We hereby declare that I / We have not been banned and de-listed by any Government Department / Financial Institution / Court.

Further declare that the information provided above is true and if found incorrect the tender will likely to be rejected at the discretion of BHEL.

Signature

(Name & Address of the Tenderer with Official Seal)



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(PART-II) PRICE BID – Format
Tender Ref. BHE/ESD/IT&S/13-14/10 dated: 03/07/2013

CAT6 UTP cable termination in Ground and First floor of New Engg. Building, ESD

A) MAIN ITEMS

S.No.	Items	Unit	Qty.	Unit Rate (Rs)	Extended price (Rs)	VAT%	VAT amt. (Rs)	Total rate (Rs)
1.	24 port loaded straight jack panel	No.	9					
2	Cat6 UTP Patch cord - 3 feet- Yellow color	No.	200					
3	Velcros (Roll of 25Mtrs)	No.	1					
4	RJ 45 Connectors (Pack of 100)	No.	2					
5	PVC Pipe 1" diameter for cable laying	meters	150					
6	Cable Ties(packet of 100)	No.	1					
7	Labour Charges	L/S	1					
Service Tax %								
TOTAL								

B) OPTIONAL ITEM

S.No.	Items	Unit	Qty.	Unit Rate (Rs)	Extended price (Rs)	VAT%	VAT amt. (Rs)	Total rate (Rs)
1.	600*600 12U wall mount double rack with white powder coated lockable glass door/2U horizontal 5*5/15A Indian round pin power distribution unit/hardware packet/rack grounding kit	No.	1					
Service Tax %								
TOTAL								

TOTAL (A+B) =

Grand Total Amount in words

Signature
 (Name & Address of the Tenderer with Official Seal)

Place:

Date:

Mercy Jacob



INSTRUCTIONS & GUIDELINES TO BIDDERS

4.1 TENDERER TO INFORM HIMSELF FULLY:

The tenderer shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc., the tenderer shall at once contact the official inviting the tenders for clarifications before submission of the tender.

Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.

4.2 EXPECTATIONS FROM CONTRACTOR

The contractor is required to give a total solution & services as per specifications enclosed. The full working of entire system is the responsibility of the contractor. In case any extra item is required for complete functioning of the system, the same must be quoted.

4.3 SUBMISSION & OPENING OF BIDS

The offer shall be submitted in Two parts as follows in separate sealed envelopes.

PART-I : TECHNO-COMMERCIAL BID

This part shall consist of the following:

- a. The tender document complete (pages 1 to 18) with all formats filled in all respects with signature on each page.
- b. Technical offer shall contain complete technical information like brochures, catalogues, etc.
- c. Un-priced copy of price bid as per enclosed format only. Un-priced price bid shall include applicable tax rates.

4.4 PART-II : PRICE BID

- a) Price bid containing PRICES only is to be submitted (as per the enclosed Price Bid format provided). Prices shall be quoted in Indian Rupees only. Vendor has to give details of Duties and Taxes.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).

Nancy Jacob



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4.5 MARKING ON ENVELOPE: Part-I and Part-II offers shall be submitted in two separate envelopes with bidder's distinctive SEAL and super-scribed as follows.

PART – I:

- 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION**
- 2. DUE DATE OF OPENING**
- 3."TECHNO.COMMERCIAL BID"**

PART-II:

- 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION**
- 2. DUE DATE OF OPENING**
- 3. "PRICE BID"**

4.6 Tenders should be sent to the address specified in the first page. The full name and address of the tenderer, the name of the work and date of opening-should be indicated on the cover.

4.7 In case tenders submitted by post or courier should be posted with due consideration for Any delay in delivery. Tenders submitted by post should be sent by "Registered Post with Acknowledgement Due".

4.8 Late offer: Offers received after due date and time will be treated as 'Late offer' and it will be rejected'

4.9 In case of rejection due to (a) late offer (not considered by BHEL) or (b) commercial grounds or I technical grounds the sealed' price bids will be returned back to respective vendors after release of WO and receipt of order Acknowledgement from the successful bidder.

4.10. If in any case, the date of tender opening falls on holiday, the tender will be opened on the next working day.

4.11. BHEL reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened. The technical & commercial bid /Un-priced price bid should not include prices.

4.12. Tenderer shall not increase their quoted rates once the tenderer has submitted his quotation and during execution of the entire contract period in case his tender is accepted.

4.13. 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 contract /order, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn. Lf 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 the contract so awarded.

4.14 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 and tenders not submitted in the prescribed forms are liable to be rejected.

4.15. If the tenderer deliberately gives wrong information in his tender, BHEL reserve the right



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to reject such tender at any stage. Further the tender will be liable for any damage caused.

4.16 Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.

4.17 No correspondence shall be entertained from the bidders after the opening of Price Bid(s).

4.18. Unsolicited bids shall not be entertained. Unsolicited revised Price Bids also, shall not be Entertained at any stage of the tendering process and will lead to automatic Disqualification of the party's bid.

4.19 RATES : Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, regular insurance and on-site comprehensive maintenance including spares and deployment of service engineers during the entire contract period and shall remain FIRM without any variation till completion of the contract. However, the taxes and duties will be payable as per actuals.

4.20 TENDER EVALUATION: The determination of lowest bid will be based on cost to BHEL for the contract period.

4.21 Order Acknowledgement : Letter of acceptance of the Order / Contract is to be submitted within one week from the date of issue of order.

M. S. Jacob



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(ELECTRONIC SYSTEM DIVISION)

HOSUR ROAD BANGALORE – 560 100

ANNEXURE: 'A'

GENERAL CONDITIONS OF CONTRACT

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 the settlement of disputes by Arbitration from 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.

Mary Jacob



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ANNEXURE 'B'

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 of 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 his 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 workpeople employed on the works. The Contractor shall also submit on the 4th and 19th or 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 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 employees employed by him wages not less than minimum wages as defined in the Contractor's Labour Regulations/ Minimum Wages Act.

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 there under 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

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ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances towards PF under his Code Number only

The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractor's Labor Regulations have the power to 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 for 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 the BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from these sub-contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labor Regulations, as amended from time to time or furnishing any information or submitting or filling any from /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 Labor Regulations, the Contractor shall without prejudice to any other liability pay to the BHEL a sum not exceeding Rs. 50/- as 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 Labor 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 labor 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 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, contractor submit a "SAFETY PLAN" to the authorized 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 contractor BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL 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 authorized 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 authorized 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.

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All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipments 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 authorized 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 India 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 energized 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

The contractor shall adopt all fire safely 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 directions of the authorized 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 authorized 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 enrage 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.



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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; provide necessary safety devices and equipment or to carry out instructions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized 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 authorized 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 authorized BHEL official from time to time as prescribed.

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

M. J. J.



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ANNEXURE: 'C'

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**

The contractor shall, within one month 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 which ever 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 the 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 senior Engineer.

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 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 colligation of the contractor to complete the entire work in all respects as certified by the Senior Engineer.

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 the B.H.E.L. 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. Property etc.,

Mancy Jacob



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ANNEXURE 'D'

CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION:

Except where otherwise provide 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 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 willing to act as such Arbitrator. There will be no unwilling to act to the sole Arbitrator so appointed is an employer of BHEL 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 shall give reasons for the award.



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

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

The arbitrator (s) may from 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 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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ANNEXURE: 'E'

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, contractors, Contract labourers, trainees, suppliers, and all interested parties as an integral part of business performance through :

- Compliance with applicable legal and other requirements related to occupational Health, Safety and Environment.
- Setting objectives and targets to eliminate / control / minimize



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environmental pollution, risks due to Occupational Health and Safety Hazards for preventing injury & ill health and reviewing the objectives and targets to have continual improvement in HSE performance.

- Promotion of activities for conservation of resources by environmental Management with focus on electrical energy and chemicals.
- Communication of HSE Policy to employees, customers, suppliers, contractors and all interested parties and enhancement of Environmental, Occupational Health and Safety Management Systems by pro-active measures.
- Commitment for regular evaluation and pro-active measures for prevention & control of environmental pollution / risks due to incidents & occupational diseases.
- Appropriate training of employees, customers, suppliers, contractors and all interested parties on Health, Safety and Environmental (HSE) aspects.
- Formulation and maintenance of HSE Management programs for continual improvement.
- Periodic review & audit of HSE management Systems to ensure its continuing suitability, adequacy and effectiveness.
- Co-operation with concerned agencies /regulatory bodies engaged in HSE activities.

Sd.

K C Ramamurthy
EXECUTIVE DIRECTOR

BHEL (EDN) , BANGALORE