



**TENDER DOCUMENT
(TECHNICAL BID FORMAT)
PART - A**

Name of the work:

Annual Maintenance Contract for CCTV SYSTEM (Non-Comprehensive).



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1.0

NOTICE INVITING TENDER

Sealed bids are invited from the in **single stage two part bid** system for the following works as detailed below:

Sl. No.	Work Description	Tender Enquiry No. / Date	EMD (in Rs.)
1	Annual Maintenance Contract for CCTV system (Non Comprehensive)	EP/WEX/INST/CCTV/19-20 Dt: 12.10.2019	Rs.7680 /- (Rupees Seven thousand Six Hundred Eighty only.)NIL for NSIC/MSME Bidders.

Period of Contract : Two years.

Cost of Tender documents : Rs. 100.00 (Rupees One Hundred only), if collected from WEX office. (Free of cost if downloaded from BHEL websites www.bhel.com and <https://eprocure.gov.in> (No fees for NSIC/MSME bidders)

Issue of tender documents : From 12.10.2019 onwards

Last date and time of Issue of tender documents : Up to 2-00 PM of 02.11.2019

Last date and time for submission of tender documents : Up to 2-30 PM of 02.11.2019

Date of opening of Technical Bid (Part – A) : 03.00 PM of 02.11.2019

Note :

1. A set of tender documents (Non-transferable) may be purchased on any working day (Monday to Saturday) between 09:00 hours and 12.00 hours from WEX Department, BHEL-EPD, Bangalore – 560 012 by paying the prescribed tender fee of Rs.100/= only in cash through Pay in Slip issued by BHEL or a crossed demand draft in favor of BHEL payable at Bangalore.
2. Tender documents can also be downloaded from BHEL websites i.e. www.bhel.com and <https://eprocure.gov.in> free of cost.
3. In case tender documents are requested by post, BHEL-EPD shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the contractors request nor receipt of tender documents by the contractor.
4. EMD is to be paid in Pay order or Demand draft (in favour of M/s BHEL, Bangalore-12) only.
5. Qualification Criterion: Contractors willing to participate in this tender will be eligible only if;
 - a. The vendor is BOSCH dealer. Authorisation certificate from BOSCH to be submitted.
 - b. Vendor shall have a registered service facility in Bengaluru to attend to service calls within 2 hours of complaint.
 - c. Vendor executed similar type of work as described in NIT. Minimum two PO copies should be submitted along with NIT. Refer NIT for details.
 - d. Fulfilling the statutory and other requirements described in this tender document.
6. Contract will be governed by all statutory requirements amended from time to time & General terms & conditions of the contract of BHEL.
7. BHEL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Decision of BHEL in this regard shall be final & binding to all parties.

Name : Y.Ravi
Designation : Manager / WEX
BHEL-EPD, Bangalore

Date – 12.10.2019



PART – A

1a. BID APPLICATION

To

Manager – WEX
Bharat Heavy Electricals Limited
Electroporcelains Division,
IISc Post, Bangalore – 560 012

Dear Sir,

I / We hereby offer to carry out the work.....
Against Tender Enquiry No.....dated.....

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

- | | | |
|--|---|------------|
| <ol style="list-style-type: none"> 1. Notice Inviting Tender 2. Bid Application 3. Bid Questionnaire – A 4. Bid Questionnaire – B 5. Declaration by Bidder 6. Instructions to bidder 7. General terms and conditions 8. Specific terms and conditions 9. Evaluation of price bid 10. Scope of Work | } | (Part – A) |
| <ol style="list-style-type: none"> 11. Price Bid Format as per Schedule - A | | (Part – B) |

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I / We are in possession of independent ESI & PF Code and License under CL (R&A) Act.

I declare that, there was never / is no litigation or charge under investigation / enquiry / trial against me / us, nor conviction in a court of law or suspended or blacklisted by any organization on any grounds.

Signature of Bidder&seal
Date:



1b.

BID QUESTIONNAIRE - A

Tender Enquiry No: EP/WEX/INST/CCTV/19-20

Date: 20.08.2019

Details of the Contractor

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Mobile Number & email address: (_____) (_____@_____ .com)

d) Is any contract being operated under the control of the bidder in BHEL. Yes / No
(If yes furnish the details) :

Location/ Address	Value	Date of Completion
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- 1.
- 2.
- 3.
- 4.

e) Is any relative of bidder employed in BHEL Yes / No

(If yes furnish the detail)
Name

Staff no

Location / Area

Signature of the Bidder&seal
Date:



1c.BID QUESTIONNAIRE - B:

01	ESI Code No	
02	License under CL (R&A) Act	
03	PAN No.	
04	PF Code No	
05	GSTIN	
06	Banker's Name & Address	
07	Bank A/C No.	
08	Have you quoted rates for all the activities, as indicated in the price bid (Part – B)	YES/ NO (Strike out whichever is not applicable)
09	Details of Earnest Money Deposit (EMD):	Bank Name: DD No.: Amount: Date:
10	a) The vendor is BOSCH dealer. Authorisation certificate from BOSCH to be submitted b) Vendor executed similar type of work as described in NIT. c) Fulfilling the statutory and other requirements (PF & ESI) described in this tender document	a) Authorisation certificate to be produced b) Two PO copies for similar work in the last three years to be submitted. c) Applicable copies to be submitted.
11	Acceptance to Reverse auction	Accepted / Not Accepted
12	Any other comments	

Note:

- I. Photocopy in support of above wherever applicable should be attached.
- II. Please note that if answer of SI No. 08 is 'NO' then the bid is liable to be rejected.
- III. Slno:10 to be complied otherwise offer is liable for rejection.

I declare that I have read the tender document completely and have understood the scope of work and terms & conditions governing the contract. I agree to abide by the same and other terms & conditions and guidelines issued by BHEL during the course of execution of the work as per the contract.

Signature of the Bidder&seal
Date:



1d.DECLARATION BY THE BIDDER –B

I..... aged-----Yrs., S/o -----,

Residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labors who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification.

[Signature with Name & seal of the Bidder]

Date :
Place :



2.0 INSTRUCTIONS TO BIDDER

2.1 Tender is a two part bid system. The tender documents consist of Part – A and Part - B as detailed below:

Part 'A': Techno-commercial Bid (To be submitted in sealed cover enabling us to open on the scheduled date and time).

Part 'B': Price Bid to be quoted as per Tender conditions in the schedule given by BHEL.

2.2 Part 'A' must be duly completed and sealed along with the undertaking in a separate envelope super scribed "**Tender Enquiry No. EP/WEX/INST/CCTV/19-20, dated: 20.08.2019, Part 'A' - Techno-commercial Bid**"

2.3 The bidder must not indicate the price or rate in the PART-A (Techno-commercial bid).

2.4 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super scribed "**Tender Enquiry No. , Part 'B' – Price Bid**".

2.5 Tender documents consisting of Part 'A' & 'B' duly sealed in a separate envelopes should be sealed in another envelope and should be deposited in the WEX - Tender Box kept at Tender Room main gate so as to reach **on or before 14-30 Hrs. Dt. 03.09.2019**. Part 'A' of tender form i.e. Techno-commercial Bid will be opened on the same day in the presence of bidders or their representatives who are present for the tender opening. Bidders who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the bidders or their representative who are notified to attend the tender opening. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Late offers will be rejected.

2.6 The Techno commercial Bid (Part - A) and general terms and conditions shall form part of Techno-commercial offer. **Each page should be duly signed by the bidder as a token of acceptance.**

2.7 Part 'B' – the price Bid (Schedule-A) should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL. Part 'B' Price bid will be opened only in respect of those bidders who are qualified in Techno- Commercial Bid.

2.8 The bidder shall accept all the terms and conditions of the tender.

2.9 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the bidder. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the bidder however is permitted.

2.10 Name of the bidder should be written or the contractors seal to be put on the sealed envelope.

2.11 Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement.

2.12 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns are left blank, the tender can be rejected.

2.13 For any further details required, tender issuing officer of BHEL/EPD, Bangalore may be contacted in person or through TELEPHONE NOS. **080-22182375 or 080-22182443.**

2.14 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged and the bid is an effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.

2.15 **PRICE BID** - The bidders are required to submit their quotation for **all the items listed in Part "B" in the price bid format SCHEDULE-A** given along with the tender documents. The price should be quoted for each activity after careful study of the actual job requirement so that, in case the contract awarded, contractor should not express any difficulties in execution of the contract.



- 2.16 The bidders should note that the Income Tax as applicable will be deducted from the bills of contractor.
- 2.17 **VALIDITY OF RATES** - The rates quoted should be valid for 90 days initially from the date of price bid opening.
- 2.18 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all bids without assigning any reasons thereof.
- 2.19 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the bidder.
- 2.20 Successful bidders shall enter into an agreement on stamp paper of Rs.100/= as a token of having accepted the rates, terms and conditions of the contract as per the Performa given by BHEL.
- 2.21 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL EPD for the contract purposes.

3.0 GENERAL TERMS AND CONDITIONS

3.1 General.

- 3.1.1 Bidder should have the essential License under Contract Labour (Regulation & Abolition) Act 1970. A copy of the license should be submitted along with the bid documents. Successful bidder has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract.
- 3.1.2 Bidder should have independent ESI Employer code under ESI Act 1948, copy of the certificate to this effect shall be submitted along with the bid documents.
- 3.1.3 Bidder should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952, copy of the certificate to this effect shall be submitted along with the bid documents.
- 3.1.4 The bidder shall also mention the PAN Number issued by Income Tax Department, copy the PAN card or PAN number allotment letter shall be submitted along with the bid documents.
- 3.1.5 There should be no litigation or charge under investigation / enquiry / trial against the Bidder, or conviction in a court of law or suspended or blacklisted by any organization on any ground.
- 3.1.6 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 3.1.7 In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 3.1.8 If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
- 3.1.9 BHEL reserves the right to award the contract to one or more contractor simultaneously as deemed fit at the initial stage or during the contract period.

3.2 EARNEST MONEY DEPOSIT (EMD):

Earnest Money Deposit as indicated in the NIT is to be submitted along with tender documents. EMD is payable in Pay order or Demand Draft favouring BHEL payable at Bangalore. EMD by the Tenderer will be forfeited as per Tender Documents if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The contractor fails to deposit the required security deposit or commence the work within the period as per Work Order/ Contract/ LOI.
- iii) NSIC/MSME registered contractors are exempted from making EMD payment. Contractor submitting only Entrepreneur Memorandum II will not get benefit of NSIC. Document proof to be submitted for EMD exemption.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extent "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work. EMD shall not carry any interest. EMD of successful tenderer will be retained as part of security deposit.



3.3 SECURITY DEPOSIT (SD) :

3.3.1 Successful bidder has to submit Security deposit at a rate of 5% of the contract value before commencement of the work.

3.3.2 Security Deposit is accepted in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) 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 BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 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, payment can be released only after collection/ recovery of initial 50% Security Deposit).
- viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.
(Note: Acceptance of Security Deposit against Sl. No. (IV) and (VI) 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 the collection of interest or renewal of the documents or in any other matter connected therewith).

3.3.3 Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract awarded and the bidder shall be liable to compensate the losses if any incurred by BHEL on this account. The security deposit shall be refunded within a six months after the date of expiry of the contract period subject to the contractor fulfilling all obligations and operations as required under the contract.

3.3.4 BHEL reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation and other reasons. Such losses, damages, charges, expenses or cost, as assumed by BHEL shall be final and binding the contractor and shall not be called into question.

3.4 STATUTORY REQUIREMENTS:

- 3.4.1 The bidder shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The bidder, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
- 3.4.2 The Bidder shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Bidder or his representative.
- 3.4.3 The Bidder shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order go through them by the Company whenever required.
- 3.4.4 The Bidder shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Bidder in making such payment, and payment of his bill will be deferred.



3.5 MANPOWER

- 3.5.1 The contractor shall be responsible for safety of his laborers while they are engaged for work connected with BHEL contract. Contractor has to obtain work permit from Safety Officer while carrying out certain type of works such as digging, working at heights (above 3 meter), working in enclosed space etc., as per the directions of section-in-charge.
- 3.5.2 The bidder, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Bidder and his employees, the Bidder alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 3.5.3 The bidder will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control his workers and take down instructions from the designated officials of BHEL.
- 3.5.4 The Bidder shall have full control over his employees including w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The bidder shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.5.5 The bidder shall employ only such personnel who are medically fit. The company has right to direct the bidder to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 3.5.6 Contractor shall not employ workmen who are less than 18 years of age.
- 3.5.7 Contractor has to ensure presence of his supervisor who should be capable of managing of his workforce, carry out the job smoothly, maintaining and submitting all statutory records and co-ordination with designated BHEL officials.

3.6 FAILURE TO COMPLY WITH CONTRACT

- 3.6.1 Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Bidder in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Bidder shall be final and binding on the bidder.
- 3.6.2 In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. If there is any stoppage of production in any area of the plant due to the fault of the bidder, the bidder is liable to compensate the same.
- 3.6.3 In the event of any failure on the part of the bidder, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Bidder shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues as well as directly from the bidder.
- 3.6.4 The cancellation of contract may be either whole or part of the contract at BHEL's option. However the contractor shall continue to operate that part of contract which has not been terminated.
- 3.6.5 The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.

3.7 PAYMENT TO THE CONTRACTOR

The payment to the contractor will be done Quarterly basis after satisfactory completion of service and submission of reports for the work carried out. Payment will be made by NEFT only and for which the bidders are to provide the following information along with their offers in their letter head duly signed:

1. Bank Name, 2. Bank Address, 3. Bank Phone, 4. IFSC Code (NEFT), 5. Bank Account Number, 6. PAN, 7. GST Number, 8. E-mail ID, 9. Cancelled cheque.



3.8 SUB-CONTRACTING

The contractor shall not sub-contract or transfer or assign the contract in full or in part or any part thereof to any other person or firm or company.

The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.

All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.

3.9 LEGAL JURISDICTION:

In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Bangalore, where BHEL - EPD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-EPD is situated and no other court shall have the jurisdiction.

3.10 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR :

The duties and responsibilities and obligation of the contractor including statutory responsibilities mentioned in this document is indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.

- 3.10.1 The contractor will not engage any child labour (i.e. any workers below the age of 18 years) and the contractor will abide by the provisions of child labour (Prohibition & Regulation) Rules 1988. He should issue appropriate appointment Letter to his Workmen.
- 3.10.2 The contractor shall comply with the provisions of Contract Labour (R & A) Act including provisions relating to welfare and Health facilities as provided under the Contract Labour (R & A) Act 1970 and relevant rules.
- 3.10.3 EPD – Bangalore is a Notified Area under the provisions for ESI Act 1948, the contractor shall comply with the provision of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act, The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.,) as per ESI Scheme from ESI authorities including Medical Benefit etc.,. The contractor shall arrange for filling of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.
- 3.10.4 Workmen insured under ESI Act only shall be deployed in contract work.
- 3.10.5 The bidder shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
- 3.10.6 Not with standing anything contrary to this, in the event of accident the contractor shall be required to submit injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.
- 3.10.7 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time the sum equivalent to the earnest money deposit as per BHEL Works Policy shall be forfeited as per the undertaking provided by bidders, after a week notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- 3.10.8 All the terms and conditions as mentioned in work order will also form a part of the agreement.
- 3.10.9 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract,
- 3.10.10 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 3.10.11 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.



3.11 ARBITRATION & CONCILIATION

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure A to this Contract.

The Annexure A together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this Contract.

The Contractor agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Annexure A to this Contract, from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure A with effect from the date as intimated by BHEL to it.

3.12 Following GST clauses to be strictly complied by vendor:

- a) GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax invoice by BHEL and confirmation of payment of GST thereon by vendor on GSTN Portal.
- b) Bank Guarantee of appropriate value may be obtained from vendor which shall be valid at least one month after the confirmation of date of payment of GST by vendor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. (if (a) above could not be complied).
- c) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL. BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.
- d) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from vendor/contractor along with interest levied/leviable. BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.

3.13 Reverse Auction:

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decided to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

3.14 NON DISCLOSURE AGREEMENT:

The contractor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format (Copy enclosed) in compliance to Information Security Management System.

- 3.15 Micro & Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part A in case of two part bid). Non



submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency is observed in the above required documents or all required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

3.16 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm of any of its employees as detailed below.

- a) **Victim: Any person who suffers permanent disablement or dies in an accident as defined below**
- b) **Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Offices/townships and premises/Project Sites.**
- c) **Compensation in respect of each of the victims:**
 - (i) **In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)**
 - (ii) **In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven lakh)**
- a) **Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(i) of the Employee's Compensation Act, 1923**

3.17 PREFERENCE TO MAKE IN INDIA :

This tender is governed by Circular No. P-45021/2/2017-B.E.-II dated 15.06.2017 and 28.05.2018 issued by Govt. of India. "For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent order s issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ POI WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."

4.0 EVALUATION OF PRICE BID:

- (i) **Rate must be quoted for all the activities mentioned in the price bid Proforma as the job would be awarded to successful bidder on Turnkey basis. In case bidder does not quote rates for all activities, BHEL reserves the right to reject such offer.**
- (ii) **Evaluation of the L-1 bidder shall be computed on overall basis, if applicable, separately (Grand Total Price indicated in the schedule).**
- (iii) **In the event of two or more bidders becoming L1, the selection of the bidder for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 bidders.**
- (iv) **The rates quoted by the bidder should be workable and comply with all statutory requirements.**
- (v) **If there will be any deviation between quoted rate and calculated amount based on quoted rate, the rate quoted in the prescribed format will be considered as final.**

IMPORTANT NOTE:

- (vi) **No prices to be filled up in this format. All prices are to be filled up only in price bid.**
- (vii) **The commercial terms and all tax structure shall be given with Technical bid. Non – acceptance of our commercial terms may lead to rejection of your offer.**
- (viii) **During technical scrutiny, our Works engineering department may ask further clarification. The technical reply may be sent directly to the concerned person. But additional or revised price bid, if any due to technical changes or price negotiation must be sent in separate sealed cover to Works engineering department only.**



5.0 SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS.

Details of CCTV System

a)	Dome cameras,PTZ Camera,Bullet camera	47 Nos
b)	NET work switch 24 port	2 Sets
c)	Monitors	2 Nos
d)	Memory Storage 8TB	1 No
e)	Media convertors,LIUs SOFTWARE,UPS UNIT	1 Set

The scope of work

- a) Keeping the CCTV system in working condition at all the times
- b) 2 mandatory visits every month plus any number of breakdown calls to be attended within 24 hours.
- c) In addition to mandatory visits, every three months service should be done for entire CCTV System and submit service report signed by user dept.
- d) The contractor has to complete the service of all CCTV System equipment's with in fifteen days at the end of every quarter.
- e) In case of failure, penalty will be levied @0.5% per week of total work order value subject to maximum 10% of WO Value.
- f) Tools and tackles required will be in vendor scope.
- g) Required spares for maintenance will be in the scope of BHEL, Payments for spares will be made as per actuals on replacement and submission of invoice by the vendor.
- h) The period for contract will be for 2 years
- i) The details of works carried out to be maintained by the service provider duly endorsed by BHEL official.

6.0 PRICE BID FORMAT

Refer Schedule – A (Part – B) enclosed

Note:

1. Taxes and duties, if any, may be quoted separately at the space provided in Schedule – A (Price bid format), otherwise the rates quoted Schedule – A, will be considered as inclusive of all taxes and no additional claims in this regard will be entertained later.
2. Before quoting, the contractors are advised to meet the engineer-in-charge at Works Engineering Department of EPD, inspect the work spot and understand the scope of work clearly.



6.0 THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____ on behalf of the _____ (Name of Company),

acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at....., this.....day of20 .

Name

Company

Signature



Part-B

Price schedule

REF:EP/WEX/INST/CCTV/2019-20		Dt:	
Price bid AMC (non Comprehensive) of CCTV System			
Sno	Item Description	Qty	Rate /Rs per annum
1	Annual maintenance contract for maintenance of CCTV system, comprising of the following	1 Lot	
a)	Dome cameras ,PTZ Camera, Bullet camera	47 nos	
c)	NET Work switch 24 port	2 Sets	
d)	Monitors	2 Nos	
e)	NAS 16TB	1 No	
f)	Media convertors,LIUs SOFTWARE,UPS UNIT	1 SET	
Total Rs. / Annum			
Total for Two Years Period . Rs.			
GST @			
GST @			
Grand Total Rs.			
signature & seal of the contractor			

**NOTE: THIS PRICE SCHEDULE / FORMAT (PART – B)TO BE FILLED AND PUT IN SEPARATE SEALED COVER.
NOT TO BE ATTACHED ALONG WITH PART – A DOCUMENT.**