



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

Tender Document for
Annual Maintenance Contract for
GenRad 2276 In-circuit PCB Testing Equipment

Opening date: 27.11.2006
This Tender document contains 22 Pages



Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

Phone: 26998407 / 26998464 / 26998405

NOTICE INVITING TENDER

- 1) Tender Reference : FS/PMG/54-03 Dt. 03.11.2006
- 2) Name of the work : AMC for GenRad 2276 In-circuit PCB Testing Equipment
- 3) Location of Equipment : Sub-Assy Production , BHEL/ EDN Bangalore – 560 026.
- 4) Duration of Contract : 2 years
- 5) Estimated cost : Rs. 2,00,000/-
- 6) Earnest money deposit : Rs. 10,000/-
- 7) Last date and time for the receipt of completed tender : Before 3.00 p.m. on 27.11.2006
- 8) Date and time for tender opening : @ 3.15 p.m. on 27.11.2006
@ Reception/Finance (BHEL/EDN)
- 9) Place of submission of completed tender: To be dropped in the FS&T TENDER BOX kept in the Reception Area at BHEL, Electronics Division, Mysore Road, Bangalore – 560 026

This tender document contains pages including Instructions to tenderers, Scope of work, Price schedule etc. as follows.

- a. Scope of work and terms & conditions and Instructions to tenderers -page 3 to 20
- b. Technical & Commercial format (Annexure-I) - page 21
- c. Price schedule format (Annexure-II) - page 22

Issued to:

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

CONTRACTOR

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Sub: AMC for GenRad 2276 In-circuit PCB Testing Equipment

1 PERIOD OF CONTRACT :-

The period of contract will be for **two years**. BHEL reserve the right to terminate the contract at any time at their discretion during contract period without assigning any reason and any prior notice.

2 PAYMENT TERM :-

Payment will be made quarterly against submission of bill & proof for statutory payment after satisfactory completion of services & quarterly period.

3 SCOPE OF WORK :-

3.1 Preventive Maintenance (PM):

- 3.1.1 PM services have to be carried out once in a month.
- 3.1.2 Regular cleaning
- 3.1.3 General Inspection
- 3.1.4 Checking up of power & allied system
- 3.1.5 Servicing of ovp and diagnostic
- 3.1.6 Changing of oil and filter as necessary

3.2 The schedule of preventive maintenance shall be prepared in consultation with BHEL-EDN and adhered to.

3.3 All breakdown calls are to be attended and completed rectification work within 24 hours at no additional charge.

3.4 List of spares is to be furnished from time to time to ensure trouble free operation of the machine. These will be arranged by BHEL-EDN or to be arranged by the contractor on case to case basis.

3.5 Service report is to be submitted for each preventive & breakdown services.

3.6 During servicing all necessary checks and tests for satisfactory performance and Safety shall be conducted and detailed service report shall be furnished.

3.7 The breakdown period shall be minimised to less than a day. In the case of our complaint after 4.00 pm the same shall be attended by you next day morning.



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4 GENERAL :-

- 4.1 All the statutory requirements as called for by the Govt. are to be complied with by you in respect of Income Tax, P.F, E.S.I. or Insurance etc., and BHEL to be indemnified on any claim or action by statutory authorities due to any action of commission and omission on your part.
- 4.2 The party should have handled similar AMC for similar equipment. Party should enclose the certificates received from Government / Public sector or Reputed organisation for the similar work done.
- 4.3 Party should have local Bangalore office with communication facilities such as Telephone, fax etc. The service person should be available in Bangalore office to attend to Maintenance services.
- 4.4 You have to ensure that your personnel are to be paid minimum wages of semiskilled class as per contract labour (R&A) Act, 1970.
- 4.5 You shall indemnify BHEL from any claim whatsoever that arise due to accidental injuries, death etc., to your employees during or after duty hours.
- 4.6 Any damage caused to our machinery or any other assets inside out premises by your staff shall be made good or replaced at your cost.
- 4.7 Your service staff shall abide by our security rules in obtaining gate pass for personnel and material, so that the same could be regularised suitably.
- 4.8 Your specific attention towards various statutory provision such as workman's compensation act, payment of wages act, The Factories act, 1948, The Karnataka Factories Rule, 1969, minimum wages act, ESI act or any other act that may be applicable to the aforesaid service contract.

5. BRIEF DETAIL ON EQUIPMENT:

5.1 INTRODUCTION

The GenRed 2276 Circuit Board Workstation is a computer controlled test system providing full hybrid (analog and digital) measurement capabilities for testing active and passive components on printed circuit boards and/or assemblies. The system software provides an Automatic Test Generation (ATG) capability, test program debug aids and performance reports.

The system's standard stimulus and measurement modules are under software control for use in user developed tests. To provide power to the device under test, various software controlled power supplies can be added. External instruments controlled via the IEEE bus interface option may also be added to expand the functional test capabilities.



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5.2 GENERAL SYSTEM DESCRIPTION

The 2276 is the 2-bay system. The system is designed with a work surface and a fixture receiver at desk-top level for easy access, and a movable CRT terminal for the ease of viewing. The contents of each system bay is as follows:

5.2.1 Computer, memory and mass storage bay (Processor Bay)

- DEC LSI 11/23 computer
- 512K Words of semiconductor memory
- 55 Megabyte Fixed Winchester Disk Drive
- 1Mbyte single drive double-sided double density floppy disk
- DUT Power supplies (optional)

5.2.2 Instrument and Scanner-Driver/Sensor (SDS) Bay

- Analog source/ measurement subsystem
- 4 Channel instrument multiplexer
- 4 Channel functional instrument mux (optional)
- Keyboard and adjustable CRT terminal
- Analog instrument scanner matrix
- Digital memory backed driver/sensors
- Fixture receiver
- Diagnostic Repair Message Printer (optional)
- System Power Supplies
- DUT Power Supplies

5.3 STANDARD SYSTEM CONFIGURATION

The standard system software hardware components and product services are as follows:

- DEC LSI 11/23, 22-bit computer
- 512K-words (1 Megabyte) of RAM memory (expandable up to 1 Mbytes)
- Maxtor XT1065 65 Megabyte Winchester disk drive (55 megabyte formatted)
- Software support device (1 port dual sided double density floppy Mbytes of storage and controller)
- Operator keyboard and CRT monitor
- Movable operator start control pad
- Precision DC voltage and current source/measurement modules
- Precision quadrature AC measurement module
- Four channel instrument multiplexer
- Scanner driver/ sensor card cage, power supplies, high speed controller, and driver/sensor voltage reference board
- 320 Hybrid Pins (5 QSDS Boards)
- 16 clock drivers
- 8 clock synchronizers
- 28 trigger pins
- Driver/sensor sync pulse panel
- Real-time clock with battery backup
- Receiver for single or dual vacuum fixture
- Software switched fixed power supplies (+15V at 0.75A; -15V at 0.75A; +5V at 3A)
- Operational verification test fixture & software
- System software package



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INSTRUCTIONS TO TENDERERS

Name of work : **AMC for GenRad 2276 In-circuit PCB Testing Equipment**

1. Sealed Tenders for the above noted work are hereby invited from Contractors experienced in works of similar kind and magnitude.
2. The offer shall be submitted in **Two** parts as follows in separate sealed envelopes.
 - a) Technical and Commercial Bid - Page 1 to 21 including annexure-I (To be super scribed on the envelope as “**Technical & Commercial Bid**”) and DD for the cost of EMD & Tender document.
 - b) Price Bid - Annexure-II (page 22) (To be super scribed on the envelope as “**Price Bid**”).

The above two separate sealed envelopes are to be put into a single sealed envelope and super scribed with tender reference and tender opening date. **The technical & commercial bid should not include prices.**

3. Tenders should be addressed to the Manager (Factory Services) Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026. The full name and address of the tenderer, the name of the work and date of opening should be indicated on the cover.
4. All entries in the tender documents should be in one 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.
5. 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 attached there to before submitting tender.
6. 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. These rates shall be for the finished work at site. The rates shall include taxes and duties payable on account of Octroi, Sales Tax, Tax on works Contract etc., and also expenses towards PF and ESI contributions (see clause 8, 30, 31 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. The tenderer should have Service tax registration number and service tax shall be claimed separately and shall not be included in the rates quoted.
7. 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.



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8. 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.
9. The rates to be quoted by the tenderer shall be firm and shall cover and include all statutory levies such as "Octroi, sales tax, excise duty etc., arising from Acts, passed by parliament or by state legislature and rules framed there under.
- 10.(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 entire contract period in case his tender is accepted.
11. Before tendering, the tenderers are advised to inspect the equipment and its environments at EDN 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 and specifications and all other documents which form part of the Annual maintenance contract. The tenderers shall specially note that it is tenderer's responsibility to provide any item which is not specifically mentioned in the specification or drawing, but which is necessary to complete the work.
12. Details and quantities of each item of work shown in the schedule attached here are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and priced at the corresponding rates to be quoted by the contractor in the schedule attached here.
13. Should a tenderer find discrepancies or omissions in the drawings / specification / details 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 endeavour 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.
14. 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 later case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.



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

16. The Earnest Money Deposit may be furnished in any of the following forms in a separate sealed envelope:

- (a) Cash (as permissible under Income Tax Act),
- (b) Demand Draft

Unless the Contractor, whose tender is accepted, signs the agreement / acknowledges the receipt of work order and sends acceptance letter 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. Security Deposit

a) The successful tenderer shall deposit the Security deposit. The rate of Security deposit will be as below.

Upto Rs. 10 Lakhs	10 %
Above Rs. 10 Lakhs upto Rs. 50 Lakhs	Rs. 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs
Above Rs. 50 Lakhs	Rs. 4 Lakhs + 5 % of the amount exceeding Rs. 50 Lakhs

b) The Security Deposit should be deposited before start of the work by the contractor.

c) Security deposit may be furnished 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 subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.



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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 Security Deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills.

viii) EMD of the successful tenderer shall 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 subject to hypothecation or endorsement on the document in favour of BHEL. However, BHEL will not be liable or responsible in any matter for the collection of interest or renewal of the documents or in any other matter connected therewith.

d) Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

18. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof.

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. 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.

21. The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.

22. If tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion cancel such tender.

23. THE 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.



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24. If the tenderer deliberately gives wrong information in his tender, BHEL reserve the right to reject such tender at any stage. Further the tender will be liable for any damage caused.
25. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
26. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the **special conditions shall prevail**.
27. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.
28. Should a tenderer or a contractor on the list of approved contractors has 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 fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.
29. These 'INSTRUCTIONS TO TENDERERS' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the Annual Maintenance contract. 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; 33 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. (Annexure containing extracts of clauses 20 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
30. 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 if applicable. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principle Employer".

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31. 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.
32. 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.
33. If applicable, the Contractor shall apply and obtain license under Contract labour (R&A) Act 1970 and comply 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.
34. If applicable, the contractor shall insure all his labourers and materials. Any claim by his employees for damages shall be settled by the contractor even if action is against BHEL or to reimburse the legal expenses incurred by BHEL.
35. Contractor shall produce necessary records, documents, explanation whenever he is called upon to by any Government agencies like ESI, PF, VIGILANCE etc.
36. The work shall be carried out as per relevant IS (latest edition). The contractor shall submit necessary Test Certificate / Calibration certificate for the critical items wherever necessary.
37. **CLEANING OF SITE**

After completion of the work, the contractor shall remove all debris, take away left out construction materials, machine, equipment, temporary offices, stores, work shop etc. and make the area neat and clean. The cost of this work shall be included in the quoted rate.



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ANNEXURE - B

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 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 rate 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 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 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 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 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 Labor Regulations, the Contractor shall without prejudice to any other liability pay to the 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, contractor shall 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 the right to review and suggest modifications 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 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 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.



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

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 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 endangered 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 BHEL-EDN premises 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.



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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 BHEL in addition, periodic reports on safety shall also be submitted by the contractor to the authorised 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 recognise the safety performance of the contractor may be considered by BHEL after completion of the job.



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ANNEXURE - D

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 of 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 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 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.



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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.



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, products & services as an integral part of business performance through :

- ★ **Compliance with applicable Legislation and Regulations**
- ★ **Setting objectives and targets to eliminate / control / minimise environmental pollution, risks due to Occupational Health and Safety Hazards**
- ★ **Promotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals**
- ★ **Enhancement of Environmental, Safety and Occupational Health awareness amongst employees, customers, suppliers, contractors by pro-active communication.**
- ★ **Regular evaluation and pro-active measures for prevention & control of environmental pollution/accidents / occupational diseases.**
- ★ **Appropriate training of employees and interested parties on Health, Safety & Environmental (HSE) aspects.**
- ★ **Formulation and maintenance of HSE Management Programs for continual improvement.**
- ★ **Periodic review & audit of HSE Management System to ensure its continuing suitability, adequacy and effectiveness.**
- ★ **Communication of HSE Policy to all employees and interested parties.**
- ★ **Co-operation with concerned agencies / regulatory bodies engaged in HSE activities.**

S/d.
V.VISWANATHAN
EXECUTIVE DIRECTOR
BHEL (EDN & ISG)
BANGALORE



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Annexure – I

Format for Technical & Commercial terms

Sl. No	Description	Agreed / Yes	Not agreed / No
1	The period of contract is for 2 years. However the BHEL reserves the right to terminate the contract at any time if performance is not satisfactory.		
2	Payment will be made on quarterly basis after satisfactory completion of services and submission of bill.		
3	Preventive Service for the above systems is to be carried out once in month as per S.No. 3.0. Preventive service shall include carrying out cleaning, servicing, testing of the entire system. During servicing all necessary checks and tests for satisfactory performance and Safety shall be conducted and detailed service report shall be furnished.		
4	Reports, in mutually agreed format, are to be furnished for having carried out the preventive services / breakdown services. Service report shall be signed by user, maintenance and concerned service Engineer.		
5	The scope shall include attending and rectifying any breakdown, malfunctioning in system within 24 hours and furnishing a service report for the same preferably on same day at no extra charge.		
6	Adequate safety precautions and safety equipment have to be provided to your service personal by you.		
7	Any damage caused for our machinery or any other assets inside our premises by your staff shall be made good or replaced at your cost.		
8	Your service staff shall abide by our security rules in obtaining gate pass for personal.		
9	Tools and materials brought inside our premises shall be properly enter at security check post to enable you to take them back after use.		
10	Whether the tenderer agrees to give validity of offer for 3 months from the date of opening of technical bid.		
11	Whether the tenderer has enclosed EMD money for the value of Rs. 10,000.00.		
12	Whether the tenderer has agreed to submit Security Deposit immediately after receipt of the Service Purchase order as mentioned in the tender.		
13	Whether the tenderer has Local Bangalore office with service facility.		
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 / PSUs or Reputed organisation for the similar work done.		



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Annexure-II

Price schedule format

S.No	Description	Quantity (Total No of PM services in 2 years) A	Rate per service in Rs. B	Total in Rs. 24 x B C
1	AMC of GenRad 2276 In-circuit PCB Testing Equipment (Monthly Preventive Maintenance service -PM) which includes free breakdown calls	24		
	Total	-	-	
	Service Tax @ 12.24%	-	-	
	Grand total	-	-	