

Phone No. 080-23394382

BHEL EDN TENDER



PLACE OF WORK

BHEL EDN TOWNSHIP, ATTIGUPPE, VIJAYNAGAR, BENGALURU -
560040

SUBMISSION OF TENDER DOUCMENT

AT THE RECEPTION, HRM TENDER BOX (No.12)
BHEL ELECTRONICS DIVISON
MYSORE ROAD
BENGALURU-560026.

To,
DGM /HR-CSR
BHEL – ELECTRONICS DIVISION
MYSORE ROAD
BANGALORE – 560026.

Phone No. 080-26998374, 080-23394382

CONTRACTOR

ISSUING OFFICER





Bharat Heavy Electricals Ltd
Electronics Division
Mysore Road, Bengaluru – 560026

Tender Document for

DRILLING OF 01 NO. OF BOREWELL INCLUDING SUPPLY & INSTALLATION OF SUBMERSIBLE PUMP IN BHEL-EDN TOWNSHIP.

DUE DATE OF SUBMISSION OF DULY FILLED-IN

Before 1.15 PM, **10.04.2019** (Wednesday)

TWO PART BID

TENDER OPENING DATE 10.04.2019 AT 1.30 PM

Part – I Technical cum Commercial Bid 32 Pages

Part – II Price Bid 04 Page

Note: 1) Part – I: To be submitted in a separate sealed cover.

2) Part – II: To be submitted in a separate sealed cover.

3) **Earnest Money Deposit is of Rs. 7250/- in the form of Demand draft in favor of BHEL-EDN.**

No Exemption of EMD in case of MSME / NSIC certificate

4) Part-I, Part-II & EMD sealed covers should be put in outer Envelope and super scribing the Tender enquiry No., Name of work, and Name & Address of the Tenderer.

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PART-I

BHARAT HEAVY ELECTRICALS LIMITED, ELECTRONICS DIVISION MYSORE ROAD, BENGALURU-560026

DEPARTMENT	HRM
SECTION	TOWNSHIP
REF.TENDER ENQ.NO:	BHE/904/18-19/578(A)/96, Date: 30.03.2019

TECHNICAL-CUM-COMMERCIAL BID

(To be furnished by the Bidders)

A) : Information Part:

S.N.	Particulars	To be filled by Bidder
1.0	Name of the Contractor	
2.0	Address (Office)	
3.0	Address (Residence)	
4.0	Telephone Number	
	Office	
	Residence	
	Mobile No.	
5.0	Email id.	
6.0	Working Staff Details (Use separate sheet if reqd.)	

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A) : Essential Criteria for Techno-Commercial Acceptance of Bid

S.No	Particulars	To be filled by Bidder
1.0	Experience Certificate for successfully completed similar works during immediate last 7 years as mentioned below: (Similar work means Drilling of Borewells & associated work) One work not less than Rs 2.90 Lakhs or Two works of not less Rs 1.81 Lakhs or Three works of not less than Rs 1.45 Lakhs (copy of performance report from the organization Where the work is executed is to be enclosed. Submission of Work Order copy is not adequate)	
2.0	Average Turn Over of the last three years (not less than 1.10 Lakh /year)	
2.1	Turnover - Previous financial year (2017-18)	Rs.
2.2	Turnover - 1 year before previous financial year (2016-17)	Rs.
2.3	Turn over- 2 years before previous financial year (2015-16)	Rs.
3.0	Whether Registered with ESI / PF Authority	Yes/No
3.1	If Yes, indicate PF Registration No. (Copy of last month contribution paid receipt to be enclosed)	Enclosed / Not enclosed
3.2	If Yes, indicate ESI Registration No. (Copy of last month contribution paid receipt to be enclosed)	Enclosed / Not enclosed
4.0	Security Deposit Clause as per NIT	Acceptable/ Not Acceptable

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

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(C) Other Conditions:

1.0	Form of EMD furnished (Cheque is not acceptable)	DD/ Pay order
1.1	Cash (receipt No. and Date)
1.2	DD Particulars	
2.0	General Conditions of Contract & NIT	Acceptable/ Not Acceptable
3.0	Contract period mentioned in NIT	Acceptable/ Not Acceptable
4.0	Payment Terms defined in NIT	Acceptable/ Not Acceptable
5.0	GST Registration No. of Tenderer (Copy of the same to be enclosed)	Enclosed/Not enclosed
06	GST Rate to be quoted	GST ...@.....

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**Bharat Heavy Electricals Limited
ELECTRONICS DIVISION
Mysore Road, Bangalore - 560026**

Phone No.26998374
23394382

HRM/TOWNSHIP. DEPT.

NOTICE INVITING TENDERS

01	TENDER ENQUIRY NUMBER	BHE/904/18-19/578(A)/96, Date: 30.03.2019
02	NAME OF WORK	DRILLING OF 01 NO. OF BOREWELL INCLUDING SUPPLY & INSTALLATION OF SUBMERSIBLE PUMP IN BHEL-EDN TOWNSHIP.
03	EARNEST MONEY DEPOSIT	Rs. 7250/-
04	COMPLETION TIME	01 Month
05	LAST DATE AND TIME FOR THE SUBMISSION OF DULY FILLED IN TENDER DOCUMENT	BEFORE 1:15 PM ON <u>10.04.2019</u>
06	PLACE OF SUBMISSION OF TENDER DOCUMENT	AT THE RECEPTION TENDER BOX –No.12 / HRM BHEL - ELECTRONICS DIVISION MYSORE ROAD, BANGALORE - 560 026.
07	DATE AND TIME FOR TENDER OPENING	AT 1:30 PM ON <u>10.04.2019</u>

NOTE: The Tenderer shall duly fill in Tender document after affixing signature on all pages.

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Bharat Heavy Electricals Limited
ELECTRONICS DIVISION
MYSORE ROAD- BANGALORE-26

INSTRUCTIONS TO TENDERER

Name of Work: DRILLING OF 01 NO. OF BOREWELL INCLUDING SUPPLY & INSTALLATION OF SUBMERSIBLE PUMP IN BHEL-EDN TOWNSHIP.

1. Sealed Tender for the above noted work is hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to the DGM /HR (Township & CSR), Electronics Division, Bharat Heavy Electricals Limited, Mysore road, Bangalore – 560 026. In two separate sealed cover for “Technical cum Commercial Bid” and Price Bid duly super scribed and put in a outer envelope, super scribing the Name of work and Name and address of the Tenderer.
 - 2.1 The local address of the Contractors, the name of the person to whom all the Correspondence are to be addressed should be indicated, with telephone number (both office and residence), FAX /E-mail address, Mobile phone No. etc.
3. All entries in tender documents should be in same ink (**preferably blue ink**). Erasing and overwriting is not permitted. The tenderer concerned with proper indication of the name, designation and address of the person signing should duly sign all cancellations and insertions.
4. Tenderers shall fill in all the required particular in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document including the drawings attached there to before submitting tender.
5. Unit rate 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 the items shown in the attached schedule. These rates shall be for the finished work at site. The rate shall include all taxes and duties payable on account of GST etc., and also expenses towards PF and ESI contributions (see clauses 2.8 of GCC Annexure ‘B’). Amount of each item and total on each sheet as also the grand total amount of the whole contract shall be filled by the tenderers.
6. In case the rate quoted in figures differs from those quoted in words, the lower of the rates quoted will be taken as the tendered rate and shall be binding on the tenderer.
7. In quoting their rates, the tenderers are advised to take into account all factors Including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.

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8. The rates to be quoted by the tenderer shall be firm and should consist of GST. The GST should be quoted in the GST column in Price Bid. The all transactions shall be made as per GST Norm. If BHEL is required to discharge the liability of any taxes on the transaction like TDS(IT), similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor.

9.(a) The rate quoted in the tender shall remain valid for a period of ‘ THREE MONTHS ’ from the date of opening tender.

(b) Tenderer shall not increase quoted rates, once the tenderer has submitted offers/quotation/price and during execution of contract in case tender is accepted.

(c) Successful bidder should execute the work strictly in accordance with Tender schedule quoted rates as accepted by BHEL.

10. Quantities shown in the schedule are only approximate and are liable to variation to an extent of 20% (Twenty percent). Within this variation, the contractor is entitled for compensation.

11. **Before tendering, the tenderer are advised to inspect the site of work and its environments** and be well acquainted with the actual working and other prevailing conditions, position of material and labour. They should be well versed with BHEL General Conditions of Contract instruction to the tenderers, drawing and specification and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderer should be specially note that it is tenderers responsibility to provide any items which is not specifically mentioned in the specifications and drawing, but which is necessary to complete the work.

12. Details and quantities of each item of work shown in the “Bill of quantities” attached here to only approximate. They are given as a guide for the purpose of tendering only and are liable for variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and price at the corresponding rates to be quoted by the Contractor in the bill of quantities attached hereto.

13. Should a tenderer find discrepancies or omission in the drawing attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but 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.

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14. In the event of the 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 firm concerned. In the later case, a copy of the power of Attorney duly attested by the Gazetted Officer must accompany the tender.

15. In case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.

16. Every tender must be accompanied by Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderer after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as a part of Security Deposit for satisfactory completion of the work in accordance with **Clause-1.9 of BHEL** General Conditions of the Contract. Tenders without Earnest Money Deposit receipt are liable to reject. No interest will be paid on the earnest money deposit.

17. The Earnest money deposit may be furnished in any of the following forms:

- a) Cash deposit as permissible under the extant of Income Tax Act (Before tender opening only).
- b) Electronics fund transfer credited in BHEL account. (Before tender opening only)
- c) Banker's Cheque/ Pay Order/ Demand Draft In favour of BHEL (along with offer.)

18. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Two 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 1 incase of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above 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

19. Unless the Contractor whose tender is accepted signs contract agreement within fifteen days (15 days) of the date of the order directing to do so, the amount of Earnest Money already deposited by bidder will be forfeited and acceptance of his tender withdrawn.

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26. Fraud Prevention Policy:

“The Bidder along with its associate/Collaborators/Sub -Contractors/sub Vendors/Consultants/Service Providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL Website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

27. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may, at their discretion, cancel such tender. If a partner of the firm expires after the submission of the Tender, after the acceptance of the Tender, BHEL may cancel such Tender at the discretion unless the firm retains its character.

28. THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or changes in the composition of firm made subsequent to signing of the contract. They may however recognize such power of Attorney and changes after obtaining proper legal advice.

29. If the tenderer deliberately gives wrong information on tender regarding past unsatisfactory performance with BHEL sister units, BHEL reserves the right to reject such tender at any stage including contract execution period.

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

31. The General and Special Conditions are complementary to each other and where they are in conflict, the special condition shall prevail.

32. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.

33. The expenses for completing the stamping agreement shall be paid by the contractor.

34. The Contractor shall provide all the materials needed for trial run, testing including chemicals, consumables etc which are not covered in the Price Bid. In quoting their rates, the Contractors are advised to take into account the cost of the above materials.

35. Should a tenderer or a contractor has a relative or in the case of firm or company, any of its share holders relative is employed in Bharat Heavy Electricals Limited, 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 comes to light.

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36. These 'INSTRUCTIONS TO TENDERERS' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the contract agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. Extracts of some of the important clauses of BHEL G.C.C are enclosed (Annexure containing extracts of clauses 2.18, and 2.8 of BHEL GCC). The contractor has to obtain, at his cost, a copy of the BHEL GCC, scrutinize the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the Proforma enclosed at Annexure B.

37. **ARBITRATION**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration & Conciliation Act, 1996 & GCC 2.18 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of HR / BHEL-EDN, Bangalore. The award of the Arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be Bangalore in India. The award to be given by the arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Bangalore Courts.

38. **Statutory requirements:**

The party shall comply with all statutory requirements such as ESI&PF or Medical Insurance or workmen compensation policy. However, the contractor shall indemnify BHEL for all liabilities under insurance & labour laws and against all liabilities to third party due to their omission and commission. The contractor shall take necessary insurance policies covering third party risks to their/his employees or necessary workmen compensation policy.

39. If applicable, Contractor shall insure all his labourers and material. 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.

40. Any action brought in by anybody on BHEL regarding patent, right etc., used by Contractor in execution of work shall be defended by the Contractor and / or reimburse BHEL the cost of the same.

41. Contractor shall produce necessary records, documents, explanation whenever he is called upon to do by any Government Agencies like ESI, PF, VIGILANCE etc.,.

42. **TERMS OF PAYMENT:**

Payment will be made after completion of the work to the satisfaction of the Engineer in-charge and after submission of bill & statutory compliance.

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43. Goods & Service Tax (GST):

- 43.1 The tendered shall have a valid GST Registration. GST Registration No. of the tendered shall be mentioned in the designated field of Techno-Commercial Bid.
- 43.2 Provisional GST ID No. of BHEL is **29AAACB4146P1ZB**
- 43.3 On award of the contract, the successful tendered (vendor) shall mention GSTIN number in all quotations & invoices submitted to BHEL.
- 43.4 SAC (Services Accounting Code) to be mandatorily mentioned in all quotations & invoices submitted.
- 43.4 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, SAC Code etc.
- 43.5 Payment of GST to vendors as applicable will be made only if it is matching with data uploaded by Vendors.
- 43.6 Vendors shall give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns.
- 43.7 For invoices paid on Reverse charge basis – “Tax amount” & that it is “payable on reverse charge basis to be mentioned on the invoice.

44.0 SECURITY DEPOSIT

44.1 The successful tenderer shall deposit the Security deposit before start of the work. The rate of Security deposit will be 5% of contract value.

44.2 Security deposit may be furnished in any one of the following forms

- I. Cash (as permissible under the Income Tax Act)
- II. Local Cheques of scheduled Banks (subject to realization)/Pay Order/ Demand Draft /Electronic Fund Transfer in favour of BHEL.
- III. 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)
- IV. Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- V. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C. BHEL, duly discharged on the back.
- VI. 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 shall be deposited before start of the work and the balance 50% may be recovered from the running bills.

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VII. EMD of the successful tenderer shall be converted and adjusted against the security deposit.

VIII. The Security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will subject to hypothecation or endorsement on the document in favor of BHEL-EDN. 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.

46 SCOPE OF WORK

The scope of work under this contract shall cover survey for locating the source of ground water through proven methods, Drilling of borewell and supply & Installation of Submersible pump as per schedule.

- (A) Required at: BHEL-EDN-Township, Vijayanagar, and Bangalore 560040.
- (B) The scope of work is as detailed below
 - (i) Divine Survey (Geologist) to identify and locating source of water in premises of BHEL EDN Township.
 - (ii) Drilling of new bore well (1 No.) of diameter 6.5 inch (165 mm) including transportation of drilling rig and associated equipments for drilling to site .
 - (iii) Drilling depth is maximum up to 1000 feet (Approximately 330 meter). However, drilling depth shall be restricted based on the yield found.
 - (iv) Supply and Erection of Heavy-duty MS casing pipe of ISI marked
 - (v) Supply and fixing of ISI marked MS collars per 20 feet.
 - (vi) Welding of casing pipe including welding m/c, labour cost (for every 20 feet-one joints/as required).
 - (vii) Providing and fixing Bore well caps of suitable size.
 - (viii) Supply and Installation of Submersible pump & associated work to extract water from newly drilled bore well.
 - (ix) Supply of 01 no additional submersible pump suitable for bore well use.
 - (x) Submit Yield & test report of Bore well.

Note: The drilling work and allied works to be undertaken on any working day from Monday to Saturday or on Sunday also with prior intimation.

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47. GENERAL:**TOOLS, TACKLES**

All the tools, instruments etc., required for this work are to be brought by the party. Tools and materials brought inside our premises shall be properly entered at security check post to enable you to take them back after use.

- (a) The contractor shall ensure the safety of their personnel and they should be provided with necessary safety equipment to carry out this type of work.
- (b) 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.
- (c) The Contractor are to abide by security rules to get access to our premises that are in force from time to time.
- (d) All operations to be carried out by the Contractor during the execution of the work such as drilling, welding etc., shall be done with proper equipment's to be brought by the tenderer.
- (e) EXTRA ITEMS

No extra items of work shall be carried out by the contractor other than those authorized to do so in writing by the Engineer. For any such items of work executed as per instructions of Engineer. The rates will be fixed on the basis indicated under clause 2.13 of BHEL GCC.

The schedule of rates to be followed in this case will be CPWD schedule of rates.

48. REVERSE AUCTION/PRICE BID OPENING:

- BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid.
- Bids with non-acceptance of reverse auction will be liable for rejection.
- Opening of Price Bid at discretion of BHEL.
- BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

49. The bidder along with its associate/collabrators/sub-contractors/Sub-Vendors/Consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. Fraud prevention policy and list of Nodal officers shall be hosted on BHEL website, vendor portals of Units/Regions Internet.

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BHARAT HEAVY ELECTRICALS LIMITED

(ELECTRONICS DIVISION)

MYSORE ROAD- BANGALORE-26

GENERAL CONDITIONS OF CONTRACT/TECHNICAL SPECIFICATION

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/ Technical Specification For Scheduled Works which has been read and accepted by me/us.

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ENCLOSURE: A:

**CLAUSE 2.17 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 after the date of acceptance of the contract, insure the work against loss and damage by fire, tempest, floods, earthquake, riots, strike & against damage by air-craft with an insurance office approved by the Accepting officer from the date of acceptance of work or actual commencement of work whichever is earlier. Such insurance shall be effected in the name of BHEL and shall be for the full value of the contract sum. The contractor shall lodge with 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 premium 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 obligation 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 BHEL until the work is finally completed and shall then be credited to the contractor in the final statement of accounts in the event of the contract not having been previously cancelled under these conditions after taking into account the delay in completion, settlement to his workers for damages, damage to BHEL property etc.

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CLAUSE 2.8 OF GENERAL CONDITIONS OF CONTRACT**LABOUR**

The Contractor shall employ labor 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 work people 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 of the current month (I) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

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

The Contractor shall in respect of labour employed by him either directly or through sub- contractors complies with or causes to be complied with contractors labour Regulations in regard to all matters provided therein.

The Contractors 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 there of or any other law relating thereto and rules made there under from time to time.

The Contractors 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 Contractors 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.

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The Contractor shall be liable to pay 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.

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

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

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 Contractors 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 submits 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 contract 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: -Safety Helmets conforming to IS-2925: 1984.
 - (i) Safety Belts conforming to IS-3521: 1983.
 - (ii) Safety Shoes conforming to IS-1989: 1978.
 - (iii) Eye and Face protection devices conforming to IS-8520: 1977 and IS-8940: 1978.
 - (iv) 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’s 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’s, connections and wiring for constructions power, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works.

All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined space lighting shall be arranged with power sources of not more than 24 volts.

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The Contractor shall adopt all fire safety measures as laid down in the “Code for fire Safety at Construction Sites” issued by the Safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorized BHEL official. A copy of the above referred “Code of Fire Safety at the 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, Explosives Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India. etc., prior approval to 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 endanger safety of men, equipment, material and environment in his scope of work or another contractor or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to the 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 shall 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 by the contractor, BHEL shall have the right to recover cost of such damages from payments 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 buy the contractor; BHEL shall have to recover cost of such delay from payments due to the contractor, after notifying 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 authorized BHEL official, BHEL shall have the right to take corrective steps at the risk

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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 BHEL. In addition, the contractor to the authorized BHEL official shall also submit periodic reports on safety 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 the job.

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SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

The special conditions of contract and other contract documents are complimentary to each other and shall be read in conjunction with each other. In case of any conflict of meanings between the special conditions of contract and the BHEL General Conditions of Contract the provisions of the special conditions of contract shall override the corresponding provisions of the BHEL General Conditions.

2. SECURITY DEPOSIT

Upon acceptance of the tender, the successful tenderer shall remit the security deposit with Bharat Heavy Electricals Ltd within the time as specified in the Letter of Intent.

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful Tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Modes of Deposit

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the income Tax Act).
- ii) Local cheques of scheduled banks, subject to realization/Pay order/Demand draft/Electronic Fund Transfer in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv) 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.
- v) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc., (Certificate should be held in the name of contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable in favour of BHEL).

(Note: BHEL will not be liable or responsible in any manner for the collection of interest).

Collection of Security

At least 50% of the Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the Security deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the contractor or recovered from payments/due to the contractor.

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ENCLOSURE: C

CLAUSE 2.18 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 as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever 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 an employee of BHEL or of BHEL an employee of any other unit is and that he had to deal with the matters to which the contract relates and that in the course of its duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitrator 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 there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

The work under the contract shall, if reasonably possible, continue during the arbitration proceeding 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 issued notice to both the parties fixing the date of the hearing.

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

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

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

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BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION
&
ELECTRONICS SYSTEMS DIVISION
BANGALORE

HEALTH, SAFETY & ENVIRONMENTAL POLICY

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

- ★ Compliance with applicable Legislation and Regulations
- ★ Setting objectives and targets to eliminate / control / minimize 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.

Sd/

EXECUTIVE DIRECTOR
BHEL (EDN) BANGALORE

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ANNEXTURE -I

Subject: DRILLING OF 01 NO. OF BOREWELL, INCLUDING SUPPLY & INSTALLATION OF SUBMERSIBLE PUMP IN BHEL-EDN TOWNSHIP.

Questionnaire to be answered by tender by ticking and suitable boxes.

SL.No	Description	Yes	No
01	Whether the tenderer has understood the scope of work (if there is any clarification required, the same may be got cleared from the executive in charge before submitting the offer).		
02	Whether the tender has agreed to all terms & Conditions given in the tender. (If there any deviation the same may be mentioned in separate sheet.)		
03	Whether the tender agrees for the payment terms mentioned in the tender.		
04	Whether the tender agrees to pay wages per minimum wages Act, as per (Central) rules. (Necessary proof should be submitted while claiming bill).		
05	Whether the tenderer agrees to comply with all safety standards as mentioned in the tender specification and all safety precautions required for execution of work.		
06	Whether the tenderer has agreed to submit EMD of Rs.7250/- and has submitted the same along with technical bid. (If not enclosed the tender will not be considered).		
07	Whether the tenderer has agreed to submit security deposits immediately after receipt of the work order has mentioned tender.		
08	Whether the tenderer has enclosed the list of clients with addresses & contact person.		
09	Whether the tenderer has enclosed the list of similar works already done /being done with the addresses & contact person.		
10	Whether the tenderer has indicated the address of their local office in Bangalore along with the phone no. etc		
11	Whether the tenderer has enclosed the copy of Power of Attorney (If applicable).		
12	Whether the tenderer has enclosed the certificate to establishment that the tenderer is an independent contractor working on his own work.		
13	Copy of registration of GSTIN.(Enclose Documents)		
14	AUDITED turnover for year 2015-16 , 2016-17 & 2017-18 (Enclose Documents)		
15	Copy of PF & ESI Regn. Certificate (Enclose Documents)		

Note: If any of the questions is not applicable, please mention as “Not Applicable”.

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ANNEXURE -III**ELECTRONIC FUNDS TRANSFER (EFT) OR
PAYLINK DIRECT CREDIT FORM**

Please Fill Up the form in CAPITAL LETTERS only:

TYPE OF REQUEST (Tick one): CREATE _____

CHANGE: _____

BHEL Vendor/Supplier

Code: _____

Company Name: _____

Permanent account

Number(PAN): _____

Address: _____

City: _____	STATE	_____	PINCODE	_____
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Contact Person(s)

Telephone No:

Fax No:

E-Mail-Id:

Sl.No.		
01	Bank Name:	
02	Bank Address:	
03	Bank Telephone No:	
04	Bank Account no	
05	Account Type: Saving/Cash Credit	
06	9 Digit Code Number of Bank and branch Appearing on MICR cheque issued by Bank	
07	Bank Swift Code (applicable for EFT only)	
08	Bank IFSC Code(applicable for RTGS)	
09	Bank IFSC Code (applicable for NEFT)	

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I here certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL,EDN, Bangalore to electronically deposit payments to the designated bank account. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/Transferring Bank responsible. This authority remains in full force until BHEL - EDN Bangalore receives written notification requesting a change or cancellation.

I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS/EFT.

Date:

Authorized Signatory:

Designation:
STD Code

Telephone No. with

Company seal

BANK CERTIFICATE

We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.

Date:

Place:

(.....)

Signature

Please return completed from along with a blank cancelled cheque or photocopy thereof to:

Bharat Heavy Electricals Ltd.,

Attn:

Electronics Division, Mysore Road,

BANGALORE -560026

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Part – II

PRICE BID

To be submitted in a separate sealed cover

NAME OF WORK: DRILLING OF 01 NO. OF BOREWELL INCLUDING
SUPPLY & INSTALLATION OF SUBMERSIBLE PUMP
IN BHEL-EDN - TOWNSHIP

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						ANNEX-I	
<u>SCHEDULE OF WORK</u>							
PART -A Name of Work : Drilling of 01 NO. Borewell in BHEL EDN Township							
SL. NO	ITEM DESCRIPTION FOR DRILLING	QTY	UNIT	RATE		AMOUNT	
				Rs.	Ps	Rs.	Ps.
(a)	Drilling of new bore well of 6.5 inch diameter. 0 to 1000 feet for 01 no. bore well						
(i)	Drilling up to 200 ft.	200	FEET				
(ii)	Drilling up to 201 - 300 ft.	100	FEET				
(iii)	Drilling up to 301-400 ft.	100	FEET				
(iv)	Drilling up to 401-500 ft.	100	FEET				
(v)	Drilling up to 501-600 ft.	100	FEET				
(vi)	Drilling up to 601-700 ft.	100	FEET				
(vii)	Drilling up to 701-800 ft.	100	FEET				
(viii)	Drilling up to 801-900 ft.	100	FEET				
(ix)	Drilling up to 901-1000 FT.	100	FEET				
1	Total Drilling Charges amount Sub Total (A)	1000	Feet				
(b)	Supply & Fixing of casing pipes ,GI Fitting and associated accessories including finding source of water.						
(i)	Providing and fixing required size 7 Inch MS casing pipe heavy quality (2mm)	100	FEET				
(ii)	Providing and fixing MS collers.	4	NOS				
(iii)	Providing and fixing bore well cap of suitable size.	1	NOS				
(iv)	Welding charges including hiring charges of welding machine & labour charges.	4	JOINT				
(v)	water injection charges ,if required	100	FEET				
(vi)	Transportation charges of all tools / tackles ,machinery, vehicle etc drilling site inside BHEL EDN Township premises.	1	Lump sum				
(vii)	Labour charges for all operation connected with Drilling of bore well	1	Lump sum				
(viii)	Water divining(Geologist) charges of Ground water points to be searched including all labour charge for bore well	1	JOB				
2	Sub Total (B)						
3	Grand Total (Sub total sl.no.1+2) for 01 no. borewell						
NOTE							
1 Contractor is to quote basic price .							
2 GST rate to be mentioned seperatly & to be calculated accordingly							
3 Payment Shall be released for work measured for borewell drilled.							
4 All Ground water yield and test data are to be finished.							

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						Annex-II
<u>SCHEDULE OF WORK</u>						
PART -B						
Name of work: Supply, Installation & commissioning of submersible pump for new drilled Bore well with associated Electrical components at BHEL-EDN-Township						
Sl. No.	Description of Work	QTY	UNIT	Rate Rs. Ps.	Amount Rs. Ps	
1	Supply of TEXMO/KSB/CRI make 7.5HP. , 3phase ,suitable multistage stage, Submersible pump set (For 1000' Depth of Bore well).	1	No			
2	Supply of 01 no. TEXMO/KSB/CRI make 7.5HP. , 3phase , suitable multistage stage, Borewell Submersible pump set (Additional)	1	NO.			
3	Supply of L & T /KSB/CRI make control panel suitable for 7.5HP, 3phase , Submersible pump set (Borewell). Control Panel shall have required protection system for single phaseing , dry run & overloading and indication with metering.	1	No			
4	Supply of HDPE pipe , Rishi make /ISI mark to withstand 16kg/cm Sq. in new drilled Borewell - For 40mm	300	RMT			
5	Supply, Finolex/HAVELLS make, flat ,3 core, Copper, PVC Insulated & PVC sheathed Cable for 3 phase Borewell Pump set For 4.0 Sq.mm	350	RMT			
6	Supply of Bore well accessories consisting of NRV, GI-fitting ,Union ,Bends, 50/40 mm pipe collar, Clamp set etc. Including Electrical conduit and Riveting joint to HDPE to Stain less steel for 7.5 HP. Sumersible pump.	1	Set			
7	Labour charges for all installation & Errection of pump,pipe & all fixtures , Fiittings ,accessories etc.	1	JOB			
8	Transportation charges.	1	Lump sum			
9	Total Amount					
NOTE						
1 Contractor is to quote basic price .						
2 GST rate to be mentioned seperatly & to be calculated accordingly						
3 Contractor has to lay cables / wires up to control panel						
4 Payment Shall be released after successful & satsfarcy operation of extracting water from Borewell & work measured.						

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		Annex-III
	Name of Work : Drilling of 01NO. Borewell, Including Supply , Installation & commissioning of submersible pump in BHEL EDN Township	
	ABSTRACT	
Sl.No.1	Item schedule	Amount in Rs. Ps.
1	PART-A Drilling of 6-1/2 inch diameter Borewell of 1000 feet depth (Amount as per SI no.3 of Annex-I)	
2	PART-B Supply and Installation & Commissioning of Texmo/KSB/CRI make 7.5 HP, 3 Phase,Multi stage , submersible pump in New drilled borewell & associated work & Including supply of 01 no. additional Borewell submersible Pump of Texmo/KSB/CRI make 7.5 HP, 3 Phase,Multi stage (Amount as per SI no.9 of Annex-II)	
3	Total	
4	GST @%	
5	Grand Total	
NOTE .		
(i)	CONTRACTOR TO QUOTE BASIC VALUE	
(ii)	GST RATES TO BE QUOTED & CALCULATED SEPERATELY	

Total Amount in Words:

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