



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

Tender Document

For

**HSE Services (Qualified Safety Professionals) for
Control Centre Instrumentation Package**

At

**BHEL-EDN Site Office
Nuclear Power Corporation of India Limited,
Kakrapar Atomic Power Project-3&4,
Via Vyara, Tapi (Dist) – 394 651
Gujarat State.**

Ref. No. : BHEL-EDN/CCIP/HSE/02/1718

Date: 31/07/2017

Date & Time of Bid Opening: 21/08/2017 at 13:30 Hrs. (IST)

Note : Technical Bid will be opened on the due date where as PRICE BID of the successful technical bidders will be opened at a later date which will be intimated to Technically qualified bidders.

Total Number of Pages (Including Cover): 21



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NOTICE INVITING TENDER

1. Tender Reference : BHEL-EDN/CCIP/HSE/02/1718
2. Date : 31/07/2017
3. Name of the work : HSE Services (Qualified Safety Professionals) for Control Centre Instrumentation Package
4. Project & Location : BHEL-EDN Site Office,
NPCIL Project, Kakrapar, Post.
Nuclear Power Corporation of India,
Kakrapar Atomic Power Project-3&4,
Via Vyara, Tapi (Dist) – 394651
Gujarat State
5. Estimated value : Rs. 13,00,000=00
(for 24 Months) (Rupees Thirteen Lakhs Only).
6. Earnest Money Deposit (EMD) : Rs. 26,000/- (Rupees Twenty Six Thousand Only)
7. Last date and time for submission. : Before 13.00 Hrs. on 21/08/2017
of duly filed tender Document
8. Address for sending of duly filled : D.V.Venkataramana,
tender Document DGM(Engineering)/ (CCIP),NEB (1st Floor)
BHEL-EDN, Mysore Road,
Bangalore, Karnataka- 560 026.
Mobile No:- 9483512165
9. For any clarification : Prabhat Kumar, Mgr.(CCIP-KAPP Site, Vyara)
Mail id:- prabhat@bheledn.co.in
Phone: 02626-231003
(Mob) : 8762824320
10. Date and time for tender opening : **At 13.30 Hrs. on 21/08/ 2017.**
(**TECHNO-COMMERCIAL BID**)

Please submit your lowest quotation for the work mentioned above, subject to our terms and conditions. TWO PART BID 1. Part-I (Techno-commercial i.e. UN-PRICED offer along with duly filled in Commercial Terms and Conditions after affixing Signatures and Seal on all pages in a sealed envelope along with EMD and 2. Part-II (Price Bid) in a separate sealed envelope, both the envelopes be kept in a single sealed envelope super scribed with Ref. No. and due date, should reach us on or before 21-08-2017 by 13.00 hours IST and will be opened on the same day at 13.30 hours at the venue mentioned above. THE OFFER SHOULD BE SENT BY REGISTERED POST OR COURIER TO ABOVE ADDRESS indicated in SI.No.8).



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PART-I TECHNICAL-CUM-COMMERCIAL BID

INSTRUCTIONS TO THE BIDDER:

1. This is only Request for Quotation and not an order.
2. In all correspondence quote our Tender Ref No. & due date.
3. Tenders should be submitted in two parts i.e. One for **Techno-commercial Bid (PART-I)** and another **Price Bid (PART-II)**. Both of them should be put into a separate sealed covers duly superscripting “**TECHNO COMMERCIAL BID**” and “**PRICE BID**”. The tender No. and due date should be mentioned clearly on both the bids. Both the bids are to be put into another cover super scribing Tender No. and due date and sealed.
4. Tenders not super scribed with Tender No. and due date are liable for rejection.
5. Tenders submitted by post shall be sent by “Registered Post with Acknowledgement Due”. These shall 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.
6. The address of the vendor, the name of the person to whom all the correspondence are to be addressed shall be indicated with telephone number (both office and residence) FAX. / E-mail address/ Mobile Number Etc.
7. All the entries in the tender documents shall be in **same ink (Blue ink)**. Erasures and over writing are not permitted. All **cancellations and insertions** shall be **duly signed** by the tenderer concerned with proper indication of the name, designation and address of the person signing.
8. Bidders 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 specification attached before submitting tender.
9. Unit rates shall be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paise with reference to each item.
10. In case the rate quoted in figures differ from those quoted in words, rates quoted in words will be taken as the tendered rate and shall have a binding on the tenderers.
11. (a) The validity period of the tender shall be ‘THREE MONTHS’ from the date of opening of Techno-Commercial bid.
(b) Tenderers shall not increase their quoted rates, once the tenderer has submitted his offer and during execution of the contract in case his tender is accepted.
12. If in any case, the date of tender opening falls on a Holiday, the tender will be opened on the next working day at the same time.

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13. Unless the vendor, whose tender is accepted, signs the contract agreement/ acknowledges the receipt of work order and sends acceptance letter within fifteen days (15 days) from the date of the order directing him to do so, the acceptance of his tender stands withdrawn.
14. BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof.
15. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders, 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.
16. The tenders shall be accompanied by a list of similar contracts already held/ executed by the vendor at the time of submitting the tender and giving the following particulars:
 - (a) Name of work, value and address.
 - (b) The balance work remaining to be done on the same.
17. The vendor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.
18. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage. Further, the tenderer will be liable for any damage caused.
19. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.
20. Should a tenderer have a relative or in the case of firm or Company of Contractors any of its shareholder's relative is employed in Electronics Division of Bharat Heavy Electricals Limited, Bangalore – 26, or any other units / offices of BHEL the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such a fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.
21. If applicable, the Contractor shall insure all his laborers and materials. Any claim by his employees for the damages shall be settled by the contractor even when action is against BHEL or to reimburse the legal expenses incurred by BHEL.
22. BHEL is not responsible for any injury or death caused to employees of the vendor while he/ she is executing the work.
23. NO DEVIATIONS to the tender conditions will normally be accepted.
24. The tenderer shall quote the rates as per the rate schedule only; No corrections/ erasures/ over writing shall be allowed.



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25. Safety of HSE Engineer posted by you is under your scope.
26. MSME suppliers/ vendors can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 at page No.20) 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 in case 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.

27. The tenderers shall submit EFT form at Page no.18 &19, duly certified by their banker along with blank cancelled Cheque.

28. Earnest Money Deposit (EMD):-

The Tenderer shall enclose EMD amounting to Rs. 26,000/= (Rupees Twenty Six Thousand Only). The EMD may be accepted only in any of the following form:-

- I. Bankers' Cheque/Pay order/Demand Draft, in favor of BHEL along with offer to be put in the envelope of Techno-Commercial Bid Part-I Bid.
- II. Electronic Fund Transfer Credited to BHEL Account before tender opening. The steps will be Login to www.onlinesbi.com → **SBI Collect** → In Drop Down Menu Fill State of Corporate/Institution as:- **Karnataka** and Type of Corporate /Institution: **Industry**. → Select Industry Name as (Bharat Heavy Electricals Limited) from Drop down Menu. → Select (**Others**) from Drop Down Menu. Select EMD from Sub-Category drop down Menu. Enclose Printout of the receipt generated from EFT credited in BHEL Account and to be put in the envelope of Part-I Bid.
- III. Cash deposit as permissible under the extant Income Tax Act before tender Opening.

29. Forfeiture Of EMD:-

EMD by the tenderer will be forfeited as per NIT conditions, if:-

- I. After Opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- II. The contractor fails to deposit the required security deposit or commence the within the period as per LOI/Contract.

30. Security Deposit :

- 30.1 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.



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30.2 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:

- a. Cash (as permissible under the extant (Income Tax Act)
- b. Local cheques of Scheduled Banks (subject to realization)/Pay Order/Demand Draft/Electronic Fund Transfer in favour of BHEL
- c. Bank Guarantee from Scheduled Banks/Public financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d. Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e. Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (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 or renewal of the documents or in any other matter connected therewith)

31. Security of the Site

- 31.1 The contractor shall follow at site all security rules as may be framed by NPCIL from time to time regarding movement of materials and equipment to and from site, issue of identity cards, control of entry of personnel and all similar matters. The contractor and his personnel shall abide by all security measures imposed by the Engineer-in-Charge or his duty authorized representative from time to time. The contractor shall also follow all rules and regulations applicable to the area being declared / pronounced from time to time by the authorities or authority of existing Nuclear Power Station in the vicinity or any other statutory orders. Nothing extra will be payable on account of stoppage/hindrance of the work due to the enforcement of security measures / emergency conditions.
- 31.2 The contractor, his employees and agents shall not disclose any information or drawings furnished to him by the Purchaser. Any drawings, reports and other information prepared by the contractor or by the Purchaser or jointly by both for execution of the contract shall not be disclosed without prior written approval of the Engineer
- 31.3 No photographs of the facilities or plant within site premises shall be taken without prior written permission of the Engineer.

32. ENTRY OF CONTRACTOR'S PERSONNEL AND VEHICLE

- 32.1 KAPP 3&4 plant sites are restricted area and these construction sites are within purview of Central Industrial Security Force. Contractor shall abide by all security rules and regulations as may be framed by the Corporation from time to time regarding removal/movement of materials and equipments from site, issue of biometric RFID identity cards, control of entry of personnel and all similar matters.

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32.2 Contractor shall have to produce some identity of their employee / workmen in the form of either standard photo identity or ration card (with certification of photo) etc. for identification of them for issuing gate passes. The contractor shall also complete the formalities like police verification etc. for their staff and labour as a precondition to issue of identity cards / passes.

32.3 The identity cards/passes will be issued to the Contractor's staff and labour by KAPP 3&4. An amount of Rs. 200/- per card will be charged.

32.4 The guidelines for Regulations of movement of Contractor's Manpower and Vehicles at site for KAPP 3&4 site will be handed over to successful bidder

33. Contractor shall provide an indemnity bond that all expenditure caused due to failure of statutory obligations on your part (contract) shall be borne by you.

34. INSURANCE:

It is the entire responsibility of the contractor to insure his workmen against accident and injury while at work as required by the relevant rules and to pay compensation, if any, to their workmen as per workmen's compensation act. The contractor has also to ensure their staff against accident/injury.

These insurance covers have to be taken prior to start of his work at the subject project and he shall make available the Policy to BHEL Site in-charge for necessary verification before commencement of work. However, irrespective of such verification/acceptance, the sole responsibility to maintain adequate insurance cover for his workmen, T&P, assets etc. at all times during the period of contract shall lie with the contractor. Regarding the aforesaid insurance cover, the contractor shall directly deal with the Insurance Company for all matters regarding the insurance in his scope

Contractor has to observe all formalities as per Workmen Compensation insurance as applicable.

35. Goods and Services Tax (GST):

- a. BHEL EDN GSTIN number is 29AAACB4146P1ZB
- b. The Bidder shall mention GSTIN number in all quotations and Invoices submitted.
- c. The Bidder shall also mention HSN (Harmonised System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
- d. 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, HSN Code / SAC Code etc.
- e. Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.
- f. Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.

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- g. For invoices paid on Reverse charge basis – “Tax amount” & that it is “payable on reverse charge basis to be mentioned on the invoice.

36. New Taxes/Levies

In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be borne by the vendor.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

- 37. L1 status will be arrived based on the overall landing cost to BHEL of all the three items i.e. SL No.1,2 and 3 in Price Bid (Part-II). Tenderer who do not quote for all the three items will be liable to be rejected**

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SCOPE OF WORK :-

- a. Providing **ONE HSE (Qualified Safety officer)** having minimum qualification as Graduate Engineer in Industrial Safety or One graduate engineer having post/advance diploma in Industrial safety from a government approved institution. Minimum of 5 year's Experience in handling Safety related issues at a large Construction sites / Thermal Power Plants/ Nuclear Plants.
- b. Providing **ONE Safety Supervisor** having Diploma in Engineering along with a diploma in Safety Engineering / Construction Safety / Diploma in Fire and Safety from a government approved institution. Minimum 2 years Experience in handling Safety related issues at a large Construction sites / Thermal Power Plants/ Nuclear Plants.
- c. Providing **ONE Senior HSE officer for Audit & Training** having Occupational Health and Safety Management Systems Auditor Certification. **Visit of this Expert** may be required at site **once in THREE months** to carry out periodical audits and submit reports to Head Quarters/site. BHEL-EDN will provide Accommodation (Field hostel/ Hotel), Conveyance, train fare (both ways II tier AC) in each visit to site.

SPECIAL CONDITONS OF CONTRACT:-

- 1) HSE Personnel will work as per Factories Act, AREB guidelines as well as BOCW Act and the other applicable statutes at construction sites. Especially it is necessary to carry out job specific works as required by the BHEL Site in Charge to meet the expectation of the Customer in maintaining the HSE Standards.
- 2) Maintenance of statutory / legal documents, Registers, Diary with regard to requirement at site as well as required under BHEL HSE Manual.
- 3) Need to submit the copies of all statutory requirements like Workmen compensation and Certification of minimum wages act etc., as applicable to Engineer posted at site to BHEL at the time of posting.
- 4) To conduct create awareness on all applicable Statutory Requirements in relation to safety matters among contract labors.
- 5) Designing Site Specific Safety Management Plan according to the safety system of the customer. Like – ensure all necessary permits on time, all necessary checklists to be ensured before any particular work, submission of any kind of report to the customer.
- 6) HSE (Qualified Safety Officer) have to go round the site daily, recommend suitable measures to our site in charge/ to any officers nominated by Site in charge, co-ordinate with all agencies involved to implement HSE management system at project site.
- 7) To assist Site in-charge in the identification & implementation of Occupational Health related Management Programs (OH MP)

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- 8) To assist Site In-charge in the Pre-employment Screening of Contractor Employees through regular safety induction training and other if required.
- 9) To assist Site in-charge in the compliance of Operation Control Procedures (OCP) Audits and Safety Related deficiencies (SRD) related to Occupational Health, Safety and environment.
- 10) Conducting periodic training to BHEL/ Contractor's employees on Fire Fighting System, Accident prevention, proper use of tools & tackles, Demonstration on use of PPEs, Electrical safety Systems, Good Safety Practices at Site and the essence of all the applicable Statutory Requirements.
- 11) To provide occupational safety training for riggers, electricians, welders, housekeepers and other activities.
- 12) Ensuring and conductance of regular Tool Box Meeting.
- 13) Ensure the use of relevant PPEs by the workers as per respective assigned job.
- 14) Ensuring relevant Safety Documents are available at Site through interaction with HQ and customer through Site in-charge. Finalizing list of Safety Documents to be generated on Site.
- 15) To assist Site in-charge in the continuous identification of Hazard – Unsafe Act and Unsafe condition and its analysis of risk for the preparation of Job Hazard Analysis (JHA).
- 16) To assist Site in-charge in the continuous identification of Aspect / Impact of any work and its analysis.
- 17) Advise site-in-charge on safety related issues and submit weekly/monthly/quarterly/annual and other reports to Site in-charge on activities / compliance of safety norms.
- 18) Assisting Site in-charge in the design of Storage areas from Safety angle.
- 19) To assist Site in-charge in the identification & implementation of environmental Management Programs (EMP)
- 20) To assist in Customer specific Safety assignments if any like celebration of promotional activities, conducting training, etc.
- 21) Conducting periodic Safety Audit at Site as per IS and International Standards / Periodic Safety committee Meeting and the required follow up actions.
- 22) Planning on Site Emergencies and emergency preparedness plan in coordination with Customer.
- 23) Conducting periodic mock drill to ensure preparedness in case of emergency like fire, accident etc.

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- 24) To assist Site in-charge in the formation of Safety / Fire Safety / Housekeeping Committee and the organizing the periodical meetings.
- 25) To participate and witness the Inspection & Testing of Tools & Plants, power tools conducted by approved / competent agencies.
- 26) To assist Site in-charge in identifying & executing Management Programs (MP) in Safety.
- 27) The deployment of Safety Officers to be made within 15 days from the date of intimation from BHEL.
- 28) To maintain/ verify with contractors statutory records, documents and to make available them as and when called for by the statutory authorities like labour commissioner, inspector of factories etc.
- 29) To assist Site in-charge in the identification and implementation of resource and Energy Conservation practices.
- 30) To assist Site in-charge to adopt Pollution Control measures wherever possible.
- 31) To assist Site in-charge in case of any unfortunate accidents including liaison with statutory authorities.
- 32) Accommodation will not be provided by BHEL-EDN in the case of above SCOPE (a) & (b) safety officers.
- 33) **Transport conveyance will be provided by BHEL-EDN for Safety Officials with subject to their arrival up to the nearest designated pick-up point as suggested by BHEL EDN.**
- 34) Working hours and working days are as per normal working hours and normal working days as followed by BHEL-EDN, CCIP at KAPP site.
- 35) Generally HSE Engineer for above scope (a) & (b) need not stay beyond working hours. But, in case site need the services and to stay beyond working hours, it is expected to render services at no extra payment. However, compensatory off can be availed by the individual within the contract period calculating the total hours over and above the first two hours beyond normal working hours. Working on holidays declared by BHEL-EDN, CCIP, KAPP Site office can also be compensated by availing off with the prior permission of the site in-charge.
- 36) In addition to the above, 15 days of leave for a period of one year (1.25 day for every completed calendar month) can be availed by the Safety Officer (Above a & b) in a single spell / more , with the approval of Site in-charge.

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- 37) For absence beyond the holidays and eligible leave, charges will be deducted on pro-rata basis (considering 30 days/PM), of payment.
- 38) The PPE's required for the safety officer shall be provided by the Agency.
- 39) In all cases, decision of BHEL is final and binding all contractual requirement. Enquiry terms & conditions with regard to the letter mentioned in the Scope of Work form part of the contract.
- 40) To address the issue of continuity of individuals at site, an industry standard package must be offered by the agency to safety officers. The agency shall provide proof of payment made to safety officers.



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Part A: Information of Vendor

S.N.	Particulars	To be Filled by Bidder
1.0	Name of the Contractor	
2.0	Address (Office)	
2.1	Address(Residence)	
3.0	Telephone Number	
	Office	
	Residence	
	Fax No.	
	Mobile No.	
4.0	E-mail ID	
5.0	Qualification	
6.0	Staff Strength	
	Technical	
	General	
7.0	Plant/Equipment/infrastructure (Enclose list of infrastructure facilities)	
8.0	(a) Whether registered with Govt. Agencies such as CPWD/State PWD/ MES/Railway/Other PSU etc.	
	(b) Validity of registration	

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Part B: Essential Criteria for Techno-Commercial Acceptance of Bid:

I.

S.N.	Particulars	To be Filled by Bidder
1.	(a) Scope of work (As indicated above)	Understood/Not understood
	(b) Accept to Execute in total	Yes/no
2.	Financial turnover of last 2-3 yrs. (Enclose copy of details) (Details of audited balance sheet to be furnished)	
3.	Experience Certificate of completion of similar consultancy work (Copy of Completion certificate to be enclosed)	Furnished/Not Furnished
4.	PAN No of the Tenderer(copy of the Same is to be enclosed)	Enclosed/Not Enclosed
5.	GSTIN of the Tenderer (Copy of the same to be enclosed).	Enclosed/Not Enclosed

II.

Sl. No	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFORMATION	DEVIATION IF ANY
	BHEL Instruction	Instructions to bidder	Accepted	
1	BHEL Specification	SCOPE OF WORK & SPECIAL CONDITONS OF CONTRACT	Accepted	
2	Payment Terms:	a)No advance payment b) Month wise payments to agency. Payment will be made within 30 working days after receipt of invoice with required supporting documents. Invoices shall be sent along with certification of attendance, duly certified by our BHEL PM/ Representative. The above charges include the visit of expert once in three months if requested by us. All payments will be made from our HQ through NEFT / EFT. Necessary details like bank Account No., etc., to be provided by you for effecting the EFT payment.(To be filled in BHEL EFT form)	AGREE AGREE	
3	Period of Deputation	This contract shall be valid for a period of two years from the date of work order issued. This contract shall further be extended /Short Closed if required with the same terms and condition.	AGREE	



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4	Indemnity Bond	Contractor shall provide an indemnity bond that all expenditure caused due to failure of statutory obligations on your part (contract) shall be borne by you.	AGREE	
5	Insurance:	Tenderers shall insure under workmen compensation policy of the all the persons deployed at site.	AGREE	
6	Escalation	The rates to be quoted by the tenderer shall be firm and shall cover and include all statutory levies, arising from, acts passed by parliament or by state legislature, the rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come in to force subsequent to submission of tenders. The tenderer shall note that no claim for enhancement of rates, on the ground that existing statutory levies have been increased, or that new statutory levies have come in to effect after tender, or on any other ground, will be entertained on any account	AGREE	
7	Earnest Money Deposit (EMD)	Refundable, Non-interest bearing EMD of Rs.26,000/- (Rupees Twenty Six Thousand only) shall be submitted along with PART-I (Techno-Cum-Commercial) BID . The Tenderer shall opt for submitting EMD in any of the form mentioned at Clause Sl no. 28 of INSTRUCTIONS TO THE BIDDER. Vendors, who are registered with MSME / NSIC, shall furnish documentary proof for waiver of Earnest Money Deposit.	AGREE DD No.: Date: Bank: OR NOT APPLICABLE	
8	Security Deposit	Consultant shall submit Security Deposit immediately after receipt of the work order as mentioned in the tender (Clause Sl.No. 30 of INSTRUCTIONS TO THE BIDDER)	AGREE	
9	Tender Validity	Valid up to 90 days from the date of opening of Techno-Commercial Bid	AGREE	
10	PRICE BASIS	Firm i.e., from the P.O. date to completion of supply. (Price Variation Clause not acceptable).	AGREE	

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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 is an employer of BHEL or an employer 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 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.

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.

BHEL-EDN

VENDOR'S SIGNATURE WITH SEAL



Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

ANNEXURE: 'A'

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:

PINCODE

STATE

Contact Person(s)

Telephone No:

Fax No:

e-mail id:

1 Bank Name:

2 Bank Address:

3 Bank Telephone No:

4 Bank Account No:

5 Account Type: Savings/Cash Credit

6 9 Digit Code Number of Bank and branch
appearing on MICR cheque issued by Bank

7 Bank swift Code(applicable for EFT only)

8 Bank IFSC code(applicable for RTGS)

9 Bank IFSC code(applicable for NEFT)

A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.

B 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.

C This authority remains in full force until BHEL, EDN; Bangalore receives written notification requesting a change or cancellation.



Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

- D 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:

Authorised Signatory:

Designation:

Telephone NO. with STD Code

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 form along with a blank cancelled cheque or photocopy thereof to:
Bharat Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,
BANGALORE - 560 026

In case of any Query, please call : 080-26998461 / 26998403 or fax no. 080-26989217



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

Annexure - I

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....,
Category: (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

Part-II

Price Bid

Tender Ref: - BHEL-EDN/CCIP/HSE/02/1718

Dtd. 31.07.2017

**HSE Services (Qualified Safety Professionals) for
Control Centre Instrumentation Package**

At

BHEL-EDN Site Office

Nuclear Power Corporation of India,Limited

Kakrapar Atomic Power Project-3&4,

Via Vyara, Tapi (Dist) – 394 651

Gujarat State.

Sr No.	Nature of Job	Rate per month	Months	Total
1.	Safety Officer (1 No)		24	
2.	Safety Supervisor (1 No)		24	
Sr No.	Nature of Job	Rate per visit	No of Visits	Total
3.	HSE Auditor for one audit		8	
Total of (SI No.1 ,2 &3)				Rs.
GST				Rs.
Grand Total including Total of (SI No.1 ,2 &3) & GST				Rs.
Grand Total Amount in Words:- Rupees				

BHEL-EDN

VENDOR'S SIGNATURE WITH SEAL