



BHARAT HEAVY ELECTRICALS LIMITED,
Electroporcelains Division, IISc Post
Bangalore - 560 012

PART-A
TENDER
DOCUMENT

TENDER DOCUMENT

Providing asphaltting on roads from WEX to Workshop backside, ETP to LPG yard, Slip House to Old Foundry (including Ceralin yard), Outside Heritage Museum and Power House to ETP.

PART - A

(Techno Commercial Bid)

DAPARTMENT: WORKS ENGINEERING

Section: Civil



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1.0

NOTICE INVITING TENDER

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

Sl. No.	Work Description	Tender Enquiry No. / Date	EMD (in Rs.)
1	Providing Asphaltting on roads from WEX to Workshop backside, ETP to LPG, Slip House to Old Foundry (adjacent to Ceralin yard), Ceralin open yard, Outside heritage museum, and power house to ETP.	EP/ WEX/ AR/ 02/ 2012-13	1,00,000.00 (Rupees One Lac only)

Contract completion time : Two months.
Cost of Tender documents : Rs. 100.00 (Rupees One Hundred only)
Issue of tender documents : From 04.04.2012 onwards
Last date and time of Issue of tender documents : Up to 2-00 PM of 24.04.2012
Last date and time for submission of tender documents : Up to 2-30 PM of 24.04.2012
Date of opening of Tender (part – A) : 3-00 PM of 24.04.2012

Note:

1. A set of tender documents (Non-transferable) may be purchased on any working day (Monday to Saturday) between 09:00 am to 12.00 pm from WEX Department, BHEL-EPD, Bangalore – 560 012 by paying the prescribed tender fee of Rs.100/= only in cash through Pay in Slip issued by BHEL or a crossed demand draft in favor of BHEL payable at Bangalore.
2. Tender document can also be downloaded from BHEL websites www.bhel.com and www.bhelceramics.com. When downloaded tender document is submitted, the cost of tender document Rs.100/= to be submitted along with the Part-A (Techno commercial bid of the tender document).
3. In case tender documents are requested by post, BHEL-EPD shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the contractors request nor receipt of tender documents by the contractor.
4. EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand draft only.
5. Contract will be governed by all statutory requirements amended from time to time & General terms & conditions of the contract of BHEL.
6. BHEL reserves the right to terminate the tender during the tender period or subsequently. Decision of BHEL in this regard shall be final & binding to all parties.
7. Qualification Criterion: Contractors willing to participate in this tender will be eligible only if;
 - (i) They have executed similar type of work as described above of value more than ` 20.00 Lakhs in one single contract in last 5 years.
 - (ii) They are fulfilling the statutory and other requirements described in this tender document.

Name: **PURUSHOTHAM C N**
Designation: Dy. General Manager/ WEX
BHEL-EPD, Bangalore - 12

Date – 03.04.2012



PART - A

1a. BID APPLICATION

To

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

Dear Sir,

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

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

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

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

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

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

Signature of Bidder
Date:



1b. BID QUESTIONNAIRE - A

Tender Enquiry No: -

Date:

Details of the Contractor

a) Name and address of the Firm:

b) Name and address of the proprietor:

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

	<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
1.			
2.			
3.			
4.			

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

(If yes furnish the detail)
Name

Staff no

Location / Area

Signature of the Bidder
Date:



1c. BID QUESTIONNAIRE - B:

01	ESI Code No	
02	License under CL (R&A) Act	
03	PAN No.	
04	PF Code No	
05	Service Tax Registration No.	
06	Banker's Name & Address	
07	Bank A/C No.	
08	Have you quoted rates for all the activities, as indicated in the price bid (Part – B)	Yes/ No
09	Reference of a similar nature work carried out of value more than Rs. 20 lakh in a single contract in last 5 years.	
10	Any other comments	

Note:

- I. Photocopy in support of above wherever applicable should be attached.
- II. Please note that if answer of SI No. 08 is 'NO' then the bid will be rejected.

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

Signature of the Bidder
Date:



1d. DECLARATION BY THE BIDDER

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

residing at -----

Hereby declare as follows:

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

[Signature with Name & seal of the Bidder]

Date :
Place :



2.0 INSTRUCTOINS TO BIDDER

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

Part 'A': Techno-commercial Bid (To be submitted in sealed cover enabling us to open on 24th April, 2012 at 3-00 pm)

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

2.2 Part 'A' must be duly completed and sealed along with the undertaking in a separate envelope super scribed "Tender Enquiry No. EP/ WEX/ AR/02/12-13 dated 03/04/2012 Part 'A' - Techno-commercial Bid"

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

2.4 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super scribed "Tender Enquiry No. EP/ WEX/AR/02/12-13 dated 03/04/2012 Part 'B' – Price Bid".

2.5 Tender documents consisting of Part 'A' & 'B' duly sealed in a separate envelopes should be sealed in another envelope and should be deposited in the WEX - Tender Box kept at Reception so as to reach **on or before 14-30 Hrs Dt. 24/04/2012**. Part 'A' of tender form i.e. Techno-commercial Bid will be opened **on Dt.24/04/2012 at 15.00 hours** the same day in the presence of bidders or their representatives who are present for the tender opening. Bidders who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the bidders or their representative who are notified to attend the tender opening. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time.

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

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

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

2.9 Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the bidder however is permitted.

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

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

2.12 All entries in the tender document should be in one Ink. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns are left blank, the tender can be rejected.

2.13 For any further details required, tender issuing officer of BHEL/EPD, Bangalore may be contacted in person or through TELEPHONE NOS. 080-22182216 or 22182466 or 22182426.

2.14 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. BHEL's decision in this regard shall be final and binding.

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

2.16 The bidders should note that the Income Tax as applicable will be deducted from the bills of contractor.

2.17 **VALIDITY OF RATES** - The rates quoted should be valid for 90 days initially from the date of price bid opening.



2.18 BHEL reserves the right to reject any bid, which is technically unacceptable and economically infeasible.

2.19 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the bidder.

2.20 Successful bidders shall enter into an agreement on stamp paper of Rs.100/= as a token of having accepted the rates, terms and conditions of the contract as per the Performa given by BHEL.

2.21 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL EPD for the contract purposes.

3.0 GENERAL TERMS AND CONDITIONS

3.1 GENERAL

- 3.1.1 Bidder should have the essential License under Contract Labour (Regulation & Abolition) Act 1970. A copy of the license should be submitted along with the bid documents. Successful bidder has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract.
- 3.1.2 Bidder should have independent ESI Employer code under ESI Act 1948, copy of the certificate to this effect shall be submitted along with the bid documents.
- 3.1.3 Bidder should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952, copy of the certificate to this effect shall be submitted along with the bid documents.
- 3.1.4 The bidder shall also mention the PAN Number issued by Income Tax Department, copy the PAN card or PAN number allotment letter shall be submitted along with the bid documents.
- 3.1.5 There should be no litigation or charge under investigation / enquiry / trial against the Bidder, or conviction in a court of law or suspended or blacklisted by any organization on any ground.
- 3.1.6 In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 3.1.7 If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.

3.2 EARNEST MONEY DEPOSIT (EMD):

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

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The tenderer does not commence the work within the period as per LOI /Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer. EMD shall not carry any interest.

3.3 SECURITY DEPOSIT (SD) :

3.3.1 Successful bidder has to submit Security deposit at a rate of 10% of the contract value before commencement of the work.

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

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local cheques of scheduled banks, subject to realization.



- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.
(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

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

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

3.4 STATUTORY REQUIREMENTS:

- 3.4.1 The bidder shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The bidder, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
- 3.4.2 The Bidder shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Bidder or his representative.
- 3.4.3 The Bidder shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order go through them by the Company whenever required.
- 3.4.4 The Bidder shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Bidder in making such payment, and payment of his bill will be deferred.
- 3.4.5 Each bidder will be required to maintain the daily attendance of his labours in the prescribed Proforma for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.
- 3.4.6 The bidder will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers as per the guidelines issued by BHEL time to time. Minimum prescribed bonus at present is 8.33% of annual wages subject to a maximum ceiling of Rs.3500/= per month. In the event of bonus being declared above 8.33%, the increase in bonus % will be reimbursed by BHEL.



3.4.7 The bidder will have to extend paid National Holidays and Festival Holidays to their workmen as per the provisions of Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.

3.5 MANPOWER

3.5.1 The contractor shall be responsible for safety of his laborers while they are engaged for work connected with BHEL contract. Contractor has to obtain work permit from Officer-in-charge while carrying out certain type of works such as digging, working at heights (above 3 meter), working in enclosed space etc., as per the directions of section-in-charge.

3.5.2 The bidder, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Bidder and his employees, the Bidder alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.

3.5.3 The bidder will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control his workers and take down instructions from the designated officials of BHEL.

3.5.4 The Bidder shall have full control over his employees including w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The bidder shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.

3.5.5 The bidder shall employ only such personnel who are medically fit. The company has right to direct the bidder to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.

3.5.6 Contractor shall not employ workmen who are less than 18 years of age.

3.5.7 Contractor has to ensure presence of his supervisor who should be capable of managing of his workforce, carry out the job smoothly, maintaining and submitting all statutory records and co-ordination with designated BHEL officials.

3.6 FAILURE TO COMPLY WITH CONTRACT

3.6.1 Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Bidder in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Bidder shall be final and binding on the bidder.

3.6.2 In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. If there is any stoppage of production in any area of the plant due to the fault of the bidder, the bidder is liable to compensate the same.

3.6.3 In the event of any failure on the part of the bidder, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Bidder shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues as well as directly from the bidder.

3.6.4 The cancellation of contract may be either whole or part of the contract at BHEL's option. However the contractor shall continue to operate that part of contract which has not been terminated.

3.6.5 The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.



3.6.6 **L D CLAUSE**

Contract completion time is indicated in NIT. Bidders to confirm their acceptance for completing the work as specified. The successful bidder has to provide a schedule of activities indicating the period. Failure of the contractor to complete the work as agreed up on will attract liquidated damages (LD) at the rate 0.5% per week subject to a maximum of 5%. For delay beyond 10 weeks, BHEL may at its discretion cancel the contract and recover the damages including for delays from the security deposit and other out standings due to the contractor.

3.7 **PAYMENT TO THE CONTRACTOR**

The payment to the contractor will be done after the completion of the work or payment will be made in stages depending on the progress of the work.

Payment to the statutory levies, if any, like Excise Duty, VAT, Service Tax, Entry Tax will be reimbursed at actual on providing proof of payments.

3.8 **SUB-CONTRACTING**

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

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

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

3.10 **LEGAL JURISDICTION:**

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

3.11 **DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR :**

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

3.11.1 The contractor will not engage any child labour (i.e. any workers below the age of 18 years) and the contractor will abide by the provisions of child labour (Prohibition & Regulation) Rules 1988. He should issue appropriate appointment Letter to his Workmen.

3.11.2 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:

- (i) A notice showing the wage period and the place and time of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
- (ii) A register of workman From XIII (Rule 75)
- (iii) Employment card From XIV (Rule 76)
- (iv) Service Certificate From XV (Rule 77)
- (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
- (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. From – XXIV (Rule 82 (I) with a copy to HRM Department regularly.
- (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.

3.11.3 The contractor shall comply with the provisions of Contract Labour (R & A) Act including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.

3.11.4 All the registered contractors shall submit the returns required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.



- 3.11.5 EPD – Bangalore is a Notified Area under the provisions for ESI Act 1948, the contractor shall comply with the provision of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act, The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.,) as per ESI Scheme from ESI authorities including Medical Benefit etc,. The contractor shall arrange for filling of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.
- 3.11.6 Workmen insured under ESI Act only shall be deployed in contract work.
- 3.11.7 The bidder shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
- 3.11.8 Not with standing anything contrary to this, in the event of accident the contractor shall be required to submit injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.
- 3.11.9 The bidder shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees Pension Scheme 1995 under intimation to HR Dept.
- 3.11.9.1 Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Chalan.
- 3.11.9.2 Annual Return in Form 6A along with Form 3A.
- 3.11.10 The Contractor shall maintain the following records as required under the Employees Provident Fund And Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995
- (i) Declaration of Nomination, Form No.2 Para 33 and 61 (1).
 - (ii) Pass Book.
 - (iii) Cash Book.
 - (iv) Attendance.
 - (v) Wage Register.
- 3.11.11 The contractor shall regularly pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees Pension Scheme 1995 and Employee's State Insurance Act 1948.
- (i) The contractor may recover from his workmen, the employee's contribution in accordance with the provision of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.
 - (ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to furnish under the provisions of the schemes under the Employees P.F. and Misc. provisions Act 1952 and ESI Act 1948 to the authorities under the said acts.
- 3.11.12 In case of revision of Minimum Wage by the State Govt. after the award of work by BHEL, the contractor will be liable to pay the difference of increased wages for such period. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black listed for further tenders / contracts. In addition, the contractor's security deposit shall be forfeited apart from consequential legal action against him.
- 3.11.13 The contractor shall maintain Form D as per Rule 5 of the PAYMENT OF BONUS ACT 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 and to keep all the records in Form C as per the said Act.



- 3.11.14 Contractor shall Supervise the work allotted to him and to be carried out by his employees.
- 3.11.15 Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records.
- 3.11.16 In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 3.11.17 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 3.11.18 **NATIONAL & FESTIVAL HOLIDAYS:** (as declared by BHEL): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said act.
- 3.11.19 Besides the three national holidays 15th August, 26th January and 2nd October, if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract workers works on such additional declared national holiday, he will be entitled to additional wage for the said day.
- 3.11.20 **GENERAL ELECTIONS:** If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in B and C shifts will be required to exercise their franchise during their own time.
- 3.11.21 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1969.
- | | | |
|------|------------|------------------------|
| (I) | Leave Book | Form No. 15 (Rule 121) |
| (II) | Nomination | Form No. 25 (Rule 127) |
- 3.11.22 The contractor will extend leave with wage to his workers who have worked for a period of 240 days or more during a calendar year. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year, at the rate of one day for every 20 working days. A worker commencing service on a day other than the 1st day of the January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he has worked for 2/3 of total no. of days in the remaining year. The contractor will pay the un-availed portion of leave in cash every Six month from the start of the contract.
- 3.11.23 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working.
- 3.11.24 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 3.11.25 Security deposit money of contractor will be refunded only after expiry of (6) six months from the date of completion of the contract and Inspection report by ESI Authorities. In case any dues are claimed by the ESI Authorities, the dues of the contractor will be settled only after NOC from ESI Authorities.
- 3.11.26 The Contractor shall be required to deposit service tax as applicable as assessed by Central Excise Authority (Service tax cell) Bangalore before 15th of the following month, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.
- 3.11.27 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.



- 3.11.28 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC ESI No, PF No. and the workmen family member details.
- 3.11.29 The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 3.11.30 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- 3.11.31 The contractor or his authorized representative shall be required to be present at the work place / site during working hours for the purpose of supervising the work and executing as per contract.
- 3.11.32 The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.
- 3.11.33 In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be canceled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is canceled, the remaining portion of contract may be allowed be executed by the contractor.
- 3.11.34 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 3.11.35 During the currency of contract, if the contractor is awarded any other work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
- 3.11.36 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time the sum equivalent to the earnest money deposit as per BHEL Works Policy shall be forfeited as per the undertaking provided by bidders, after a week notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- 3.11.37 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis as per the provisions of extant policies.
- 3.11.38 All the terms and conditions as mentioned in work order will also form a part of the agreement.
- 3.11.39 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non observance of the said contract Labour regulations.
- 3.11.40 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- 3.11.41 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 3.11.42 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.



3.11.43 BHEL officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor the seven days notice in writing and the measurement of the work shall be made by the officer or his authorized representative at any time after due notice at the time of measurement to the contractor. When the payment is made to the contractor based on such measurement, whether or not the contractor or his agent was present at the time of measurement, he shall have no further claim against BHEL.

3.11.44 **ARBITRATION:**

If at any time, any question, dispute or difference on matter connected with this work order should arise, the same shall be referred for arbitration to a person nominated in this behalf by Head of Unit, BHEL Electroporcelains Division, Bangalore, the award shall be final and binding on both parties.

3.11.45 In any matter pertaining to law, the agreement shall be subject to limits of local jurisdiction.

4.0 **EVALUATION OF PRICE BID:** Rate must be quoted for all the activities mentioned in the price bid Proforma as the job would be awarded to successful bidder on Turnkey basis. In case bidder does not quote rates for all activities, BHEL reserves the right to reject such offer.

Evaluation of the L-1 offer shall be computed on overall basis calculated cost to BHEL basis.

In the event of two or more bidders becoming L1, the selection of the bidder for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 bidders.

The rates quoted by the bidder should be workable and comply with all statutory requirements.

5.0 **SCOPE OF WORK.**

5.1 **AREA OF WORK:**

I) Inside EPD premises

- i) Providing wet mix base course to the road leading from ETP to LPG yard and Power house backside to ETP, and cleaning the roads at other places to prepare the surface for asphaltting.
- ii) Providing asphaltting on existing bituminous surface from WEX to Workshop backside, Slip House to Old Foundry (adjacent to Ceralin yard), Ceralin open yard and outside heritage museum.
- iii) Providing asphaltting on wet mix made up surface at the road leading from ETP to LPG yard and Power house backside to ETP.
- iv) Providing seal coat on the bituminous concrete surface and compacted with rollers.

II) TECHNICAL SPECIFICATION AND INSTRUCTION FOR CARRYING OUT THE WORK IS IN ANNEXURE - I

Note:

1. For special terms and conditions refer Annexure – I
2. The bidders are requested to meet the Engineer-in-charge and visit the site to assess the total work involved before submitting the bid.

6.0 **PRICE BID FORMAT**

Refer Schedule – A – Part – B – (ANNEXURE – II)

SPECIAL TERMS AND CONDITIONS FOR ASPHALTING ON ROADS.

SL.NO.	Description	Unit
1	<p><u>Specification for Earthwork for roadways:</u> This work shall consist of excavation, removal and satisfactory disposal of all materials necessary for the construction of roadway, side drains and waterways in accordance with requirements of these specifications and the lines, grades and cross-sections as indicated by the engineer. It shall include the hauling and stacking of or hauling to sites of embankment and subgrade construction, suitable cut materials as required, as also the disposal of unsuitable cut materials in specified manner, trimming and finishing of the road to specified dimensions. The contractor shall not excavate outside the limits of excavation. All debris and loose material on the slopes of cuttings shall be removed. After excavation, the sides of excavated area shall be trimmed and the area contoured to minimise erosion and ponding, allowing for natural drainage to take place. All the excavated materials shall be the property of BHEL. The material obtained from the excavation of roadway, shoulders, verges, drains, cross-drainage works etc., shall be used for filling up of (I) roadway embankment, (ii) the existing pits in the right-of-way and (iii) for landscaping of the road as directed by the engineer, including levelling and spreading with all lifts and lead upto 1000 m. Excavation for roadway shall be measured by taking cross-sections at suitable intervals in the original position before the work starts and after its completion and computing the volumes in cum. by the method of average end areas for each class of material encountered.</p>	Cum
2	<p><u>Dismantling Work:</u> Dismantling/ Chipping of road surface, cement concrete, including T & P and scaffolding wherever necessary, sorting the dismantled material, disposal of unservicable materials and stacking the servicable materials with all lifts and lead of 1000m etc complete. All concrete pavements, base courses in carriageway and shoulders etc., designated for removal shall be broken to pieces whose volume shall not exceed 0.02 cum. and stockpiled at locations if the material is to be used later or otherwise arranged for disposal as directed by the engineer. All materials obtained by dismantling shall be the property of BHEL unless otherwise specified, materials having any salvage value shall be placed in neat stacks of like materials within the right-of-way, as directed by the engineer with all lifts and upto a lead of 1000 m. The work of dismantling structures shall be paid for in cum units.</p>	Cum
3	<p><u>Cleaning existing bituminous surface:</u> The surface on which the bituminous work is to be laid shall be cleaned of all loose and extraneous matter by means of a mechanical broom or any other approved equipment, soft brushes and finally dusting with old gunny bags and/or compressed air to receive bituminous treatment including cost of all materials, labour, HOM of machineries etc complete.</p>	sqm
4	<p><u>Cement concrete:</u> Providing and laying granite jelly, cement concrete 1:2:4 using 20mm and downsize jelly including mixing, laying and tamping curing, cost of centering, shuttering and plastering for flooring, sills, coping bond slab etc. excluding cost of cement. Only cement will be provided by BHEL at free of cost. Proportioning shall be done by volume. While measuring the aggregate, shaking, ramming or heaping shall not be done. Concrete shall be mixed in mechanical batch type concrete mixers or as directed by Engineer. The quantity of water to be used for each mix shall be such that the concrete is of adequate workability for the placing conditions of the concrete and can properly be compacted. Concrete shall be transported from the mixer to the place of laying as rapidly as possible by methods which will prevent the segregation or loss of any of the ingredients and maintaining the required workability. Concrete shall be thoroughly compacted and fully worked around embedded fixtures and into corners of ters, verges, drains, cross-drainage works etc., shall be used for filling up of (I) roadway embankment, (ii) the existing pits in the right-of-way and (iii) for landscaping of the road as directed by the engineer, including levelling and spreading with all lifts and lead upto 1000 m. Excavation for roadway shall be measured by taking cross-sections at suitable intervals in the original position before the work starts and after its completion and computing the volumes in cum. by the method of average end areas for each</p>	Cum

5	<p>Wet Mix macadam: Providing, laying, spreading and compacting graded stones aggregates to wet mix macadam specifications including pre-mixing the materials with water OMC in mechanical mix plant carriage of mixed method of tipper to site, laying in uniform layers with paver in sub-base/base-course on well prepared surface and compacting with vibratory roller to achieve the desired density etc complete.Coarse aggregates shall be crushed stone, not less than 90 per cent by weight of the gravel/shingle pieces retained on 4.75 mm sieve shall have at least two fractured faces.If the water absorption value of the coarse aggregate is greater than 2 per cent, the soundness test shall be carried out on the material delivered to site as per IS: 2386 (test report should be enclosed). Wet mix macadam shall be measured as finished work in position in cubic metres. Immediately after mixing, the aggregates shall be spread uniformly and evenly upon the prepared subgrade/sub-base in required quantities. In no case should these be dumped in heaps directly on the area where these are to be laid nor shall their hauling over a partly completed stretch be permitted.</p>	Cum
6	<p>Tack coat for bituminous surface: Tack coat (primer coat) shall consist of a single coat of low viscosity liquid bituminous material to an existing bituminous road surface. The binder used for tack coat shall be bitumen emulsion complying with IS 8887 (Test certificate has to be enclosed) or as directed by the engineer. Bituminous material shall not be applied to a wet surface or during a dust storm or when the weather is foggy, rainy or windy or when the temperature in the shade is less than 10degree. The surface shall be slightly damp, but not wet. Tack coat distributor shall be a self propelled or towed bitumen pressure sprayer, equipped for spraying the material uniformly at a specified rate. Hand spraying of small areas, inaccessible to the distributor, or in narrow strips, shall be sprayed with a pressure hand sprayer, or directed by the engineer. The surface on which the tack coat is to be applied shall be clean and free from dust, dirt, and any extraneous material. If rate of application of tack coat should be 0.20 to 0.25 kg/sqm. The normal range of spraying temperature for a bituminous emulsion shall be 20- 70 degree Celcius. The contractor shall demonstrate at a spraying trial, that the equipment and method to be used is capable of producing a uniform spray. The tack coat shall be left to cure until all the volatiles have evaporated before any subsequent construction is started. Tack coat shall be measured in terms of surface area of application in square metres.</p>	sqm
7	<p>Primer coat for granular surface: Primer coat shall consist of a single coat of low viscosity liquid bituminous material to a porous granular surface preparatory to the superimposition of bituminous treatment or mix. The primer shall be bitumen emulsion, complying with IS 8887 (test certificate should be enclosed).or as directed by the engineer. Bituminous primer shall not be applied to a wet surface or during a dust storm or when the weather is foggy, rainy or windy or when the temperature in the shade is less than 10 degree. Surfaces, which are to receive emulsion primer, should be damp, but no free or standing water shall be present. The primer distributor shall be a self-propelled or towed bitumen pressure sprayer equipped for spraying the material uniformly at specified rates and temperatures. Hand spraying of small areas, inaccessible to the distributor, or in narrow strips shall be sprayed with a pressure hand sprayer, or as directed by the engineer. The viscosity and rate of application of the primer shall be determined by site trials carried out as directed by the engineer. The contractor shall demonstrate at a spraying trial, that the equipment and method to be used is capable of producing a uniform spray.The primed surface shall be allowed to cure for at least 24 hours or such other period as is found to be necessary to allow all the volatiles to evaporate.Prime coat shall be measured in terms of surface area of application in square metres.</p>	sqm
8	<p>Bituminous Concrete (80/100): Bitumen shall be paving bitumen of penetration grade complying with Indian Standard Specification for Paving Bitumen, IS:73 (test certificate should be enclosed). The coarse aggregates shall consist of crushed rock, crushed gravel retained on the 2.36-mm sieve. They shall be clean, hard, and durable, of cubical shape, free from dust and soft or friable matter, organic or other deleterious substances. Fine aggregates shall consist of crushed or naturally occurring mineral material or a combination of the two, passing the 2.36 mm sieve and retained on the 75 micron sieve. They shall be clean, hard, durable, dry and free from dust, and soft or friable matter, organic or other deleterious matter. Filler shall consist of finely divided mineral matter such as rock dust, hydrated lime or cement approved by the engineer. The filler shall be free from organic impurities and have a plasticity index not greater than 4. The Plasticity Index requirement shall not apply if filler is cement or lime. The thickness of bituminous concrete should be 40mm with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour. JOB mix formula, plant trial and laying trials has to be approved as per the specification given in the CD of KPWD-SR 2010-2011(clause 500.7.3,4,5).Rolling of the longitudinal joints shall be done immediately behind the paving operation. After this, rolling shall commence at the edges and progress onwards the centre longitudinally except that on super elevated and unidirectional cambered portions, it shall progress from the lower to the upper edge parallel to the centre line of the pavement. Rolling shall continue until all roller marks have been removed from the surface.</p>	Cum

9	<p>Seal Coat: This work shall consist of the application of a 20mm thick seal coat for sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall (camber), comprising of an application of a layer of bituminous binder followed by a cover of stone chips. The quantity of bitumen per 10 square metres shall be 9.8 kg. The stone chips shall consist of angular fragments of clean, hard, tough and durable rock of uniform quality throughout. They should be free of soft or disintegrated stone, organic or other deleterious matter. Stone chips shall be of 6.7 mm size defined as 100 per cent passing through 11.2 mm sieve and retained on 2.36 mm sieve. The quantity used for spreading shall be 0.09 cubic metres per 10 square metre area. The seal coat shall be applied immediately after laying the bituminous course, which is required to be, sealed. Before application of seal coat materials, the surface shall be cleaned free of any dust or other extraneous matter. Bitumen shall be heated to 150 shall be determined by site trials carried out as directed by the engineer. The contractor shall demonstrate at a spraying trial, that the equipment and method to be used is capable of producing a uniform spray. The primed surface shall be allowed to cure for at least 24 hours or such other period as is found to be necessary to allow all the volatiles to evaporate. Prime coat shall be measured in terms of surface area of application in square metres. Putting the volumes in cum. by the method of average end areas for each class of material encountered. Be rolled with a 8-10 smooth wheeled steel roller, 8 – 10 tonnes static weight vibratory roller, or other equipment approved by the engineer after laying trials if required.</p>	sqm
10	<p>Brick work: Providing and constructing brick masonry for main walls /partition walls/chambers etc with approved quality of table moulded bricks of standard size in CM 1:4 with necessary scaffolding and curing etc complete. Excluding the cost of cement. Only cement will be provided by BHEL at free of cost. Bricks shall be free from nodules of free lime; visible cracks, flaws warpage and organic matter have a frog 100mm to 20 mm deep on one of its flat sides. The average water absorption of bricks when tested shall be not more than 20% by weight. Bricks shall be soaked in water before use for a period for the water to just penetrate the whole depth of the bricks. No part of the wall during its construction shall rise more than one meter above the general construction level. The face of brickwork be finished flush or by pointing. The brickwork shall be constantly kept moist on all faces for a minimum period of seven days. Brickwork shall be measured in cubic meters unless otherwise specified. The rate shall inr lime. The thickness of bituminous concrete should be 40nn with 100-120</p>	Cum
11	<p>Plastering: Providing plastering in CM 1:4, 20 mm thick for new surface/patches in repair works ,including providing and removing scaffolding rounding of all corners with finishing of lime rendering / Sand finish/water proof addition as required including curing etc complete to burnt brick masonry/Concrete surface etc. excluding the cost of cement. Only cement will be provided by BHEL at free of cost.</p>	sqm