



**BHARAT HEAVY ELECTRICALS LIMITED**  
**ELECTRO PORCELAINS DIVISION**  
BANGALORE : 560 012

**TENDER DOCUMENT**  
**(PART-A)**

Operation and Maintenance of Package Boilers

**DEPARTMENT : WORKS ENGINEERING**  
**SECTION : Boilers and Compressors**



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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	Approx. Value Of Contract	EMD (in Rs.)
01	Operation and Maintenance of Package Boilers	EP:WEX:TEND:03/2012-13, dtd:03.04.2012	-	Rs.40,000/= *

Contract completion time : TWO Years  
Cost of Tender documents : Rs. 100.00 (Rupees One Hundred only)  
Issue of tender documents : From April 04, 2012 onwards  
Last date and time of Issue of tender documents : Up to 2-00 PM of 24<sup>th</sup> April 2012  
Last date and time for submission of tender documents :Up to 2-30 PM of 24<sup>th</sup> April 2012  
Date of opening of Tender (Part-A) : 3-00 PM of 24<sup>th</sup> April 2012

**Note :**

1. A set of tender documents (Non-transferable) may be purchased on any working day (Monday to Saturday) between 10.30 hours and 15.00 hours from WEX Department, BHEL-EPD, Bangalore – 560 012 by paying the prescribed tender fee of Rs.100/= only in cash through Pay in Slip issued by BHEL or a crossed demand draft in favor of BHEL payable at Bangalore.
2. 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.
3. EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand draft only.
4. Contract will be governed by all statutory requirements amended from time to time & General terms & conditions of the contract of BHEL.
5. Qualification Criterion : Contractors willing to participate in this tender shall fulfill the following qualification criterion.
  - i. They shall comply with the statutory and other requirements indicated in this tender document.
  - ii. Contractors should have prior experience in the work described above and have carried out similar works satisfactorily in the last five (5) years.

Dated –03<sup>rd</sup> April 2012

**(Purushotham CN)**  
Dy. General Manager / WEX  
BHEL-EPD, Bangalore



**PART – A**

**1a.**

**BID APPLICATION**

To

Dy. 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.

- |     |                              |   |            |
|-----|------------------------------|---|------------|
| 1.  | Notice Inviting Tender       | } | (Part – A) |
| 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.  | Evaluation of price bid      |   |            |
| 9.  | Scope of Work & Schedule-A   |   |            |
| 10. | Price Bid Format             |   | (Part – B) |

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

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

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

Signature of Bidder  
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	Whether number of manpower indicated for the quantum of work is acceptable	YES / NO
10	Reference of similar works carried out satisfactorily by the bidders in the last five years provided.	YES / NO
11	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, 09 & 10 is 'NO' then the bid is liable to be rejected.

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 myself 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 labourers 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 **24.04.2012 before 2.30 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: TEND/03/2012-13 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: TEND/03/2012-13 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.
- 2.7 Part 'B' – the price Bid (Schedule-A) should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL. Part 'B' Price bid will be opened only in respect of those bidders who are qualified in Techno- Commercial Bid.
- 2.8 The bidder shall accept all the terms and conditions of the tender.
- 2.9 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the bidder. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the bidder however is permitted.
- 2.10 Name of the bidder should be written or the contractors seal to be put on the sealed envelope.
- 2.11 Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement.
- 2.12 All entries in the tender document should be in one Ink. 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. **(080-22182299 or 2218 2426)**.
- 2.14 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. BHEL reserves the right to evaluate the lowest bidder's quote for financial feasibility to execute the contract fulfilling the requirements of minimum wages, ESI, PF, etc.
- 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 activities 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 rates quoted shall include the payments on account of Employee contribution to PF, PF Admin. Charges, EDLI, Employer contribution to ESI, Gratuity, Service Tax, etc., as per the directives issued by BHEL time to time.
- 2.17 The bidders should note that the Income Tax as applicable will be deducted from the bills of contractor.
- 2.18 **VALIDITY OF RATES** - The rates quoted should be valid for 90 days initially from the date of price bid opening.
- 2.19 The bidder will be required to quote the rates against each item of work under each group. The bidder should quote the rates against each item keeping in view of the prevailing Minimum wages, statutory payments and other payments and obligations as directed by BHEL time to time.
- 2.20 BHEL reserves the right to reject any bid, which is technically unacceptable and financially unfeasible.
- 2.21 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 Proforma given by BHEL.
- 2.22 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL EPD for the contract purposes.

### **3.0 GENERAL TERMS AND CONDITIONS**

#### **3.1 General.**

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



3.1.8 If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.

### **3.2 EARNEST MONEY DEPOSIT (EMD):**

Earnest Money Deposit as indicated in the NIT is to be submitted along with tender documents Part – A. EMD is payable in Cash (as permissible under Income Tax Act), Pay order or Demand Draft favoring 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 (SD) 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).

3.3.2 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.

3.3.3 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:**

While quoting the rate, the bidders are advised to take note of minimum wages payable to workmen. The present rate is provided for each category of skill as defined in the scope of work given in Annexure - I

The bidder will be required to comply with all the statutory provisions such as Bonus, PF, EDLI, ESI, Gratuity, Service Tax, minimum wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, night shift working allowance, transport allowance etc.

The Income Tax as applicable will be deducted from the bill of contractor.

The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month.

- 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 labourers 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 Safety Officer while carrying out certain type of works such as digging, working at heights (above 3 meter), working in enclosed space etc., as per the directions of section-in-charge.



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

### **3.6 FAILURE TO COMPLY WITH CONTRACT**

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 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.
- 3.7.4 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.
- 3.7.5 The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.

### **3.8 PAYMENT TO THE CONTRACTOR**

The payment to the contractor will be done after the completion of the work on monthly basis. The wages for the preceding month will be paid on or before 7<sup>th</sup> of every month, subject to the submission of bill by the contractor on or before 1<sup>st</sup> of every month for the preceding month. The monthly wages will be paid as per the contracted amount, however deductions for absenteeism will be made on pro-rata basis subject to the conditions of the NIT viz., statutory OFF & leave availed.



### **3.9 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.

- 3.9.1 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.
- 3.9.2 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 if 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 Challan 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 Challan.
- 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 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 1<sup>st</sup> 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 15<sup>th</sup> 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 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bill of contractor.



- 3.11.28 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.
- 3.11.29 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.
- 3.11.30 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.
- 3.11.31 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.
- 3.11.32 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.
- 3.11.33 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.
- 3.11.34 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.
- 3.11.35 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.
- 3.11.36 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.
- 3.11.37 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.
- 3.11.38 In case of any extra work executed by the contractor, the contractor will paid on pro-rata basis as per the provisions of extant policies.
- 3.11.39 All the terms and conditions as mentioned in work order will also form a part of the agreement.
- 3.11.40 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.



- 3.11.41 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.
- 3.11.42 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 3.11.43 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.
- 3.11.44 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.
- 3.12 **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.
- 3.12.1 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 Performa 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 cost to BHEL basis (Grand Total Price for all the items indicated in the schedule.)**

**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 to all statutory requirements.**

## **5.0 SCOPE OF WORK**

**As per Annexure – I and Schedule – A**

## **PART - B**

## **6.0 PRICE BID FORMAT**

**As per Schedule – A**



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## **Annexure - I**

### **BOILER & ITS ACCESSORIES OPERATION AND MAINTENANCE**

#### **5.0 SCOPE OF WORK**

- 5.1 *Operation and maintenance of Boilers for generation and supply of steam at rated pressures with in permissible limits.***
- 5.2 *Operation and maintenance of Solar Water heating system for generation and supply of hot water for Boiler feed requirement***
- 5.3 *Operation and maintenance of Water Softener Plant for generation and supply of soft water at rated permissible limits.***
- 5.4 *Annual cleaning and license renewal for Boilers to ensure continuous availability as per the renewal schedule.***
- 5.5 *Manpower deployment to carryout the above.***

#### **5.1 Operation and maintenance of Boilers**

- 5.1.1 Operation and maintenance of Steam Boilers of capacity 5T/hr Gas Fired IBR Boiler and capacity 3T/hr Oil Fired IBR Boiler. (Ref. Annexure-A)
- 5.1.2 Boiler operation is required round the clock i.e., 1<sup>st</sup> shift, 2<sup>nd</sup> shift and night shift i.e., 24hours per day.
- 5.1.3 Boiler operator should operate the Boilers as per the work instructions mentioned and necessary entries to be made in the boiler log book.
- 5.1.4 Further the scope of contract requires to carryout general works namely general up keep of boiler, accessories, pipe line works inside the boiler house, etc,.
- 5.1.5 Preventive maintenance to be carried out as per schedule.
- 5.1.6 Break-down maintenance to be attended immediately as and when required.

Note:

- a) At any given time one boiler will be in operation and other is a stand by.
- b) Contractor has to ensure deployment of adequate numbers of trained and qualified operators for shift reliving, absentees, preventive and breakdown maintenance works.



## **5.2 Operation and maintenance of Solar water Heat System**

- 5.2.1 Check daily the solar water heater panels and water circulating pump operation.
- 5.2.2 Necessary entries to be made in the boiler log book.
- 5.2.3 Periodic monitoring of pipe line and fittings for leakage to be done every month and Leakage of water in flanges and fittings if any to be arrested immediately.

## **5.3 Operation and maintenance of Water Softener Plant (Ref. Annexure-A)**

- 5.3.1 Check daily the water hardness using test kit.
- 5.3.2 Necessary entries to be made in the boiler log book.
- 5.3.3 Regeneration of the water softener if water hardness is more than 5ppm / as required.
- 5.3.4 Overhauling of water softener to be carried out every year.
- 5.3.5 Water softener to be maintained in good condition.
- 5.3.6 Feed only soft water into the boiler always. Never feed hard water.

## **5.4 Annual cleaning and license renewal for Boilers to ensure continuous availability as per the renewal schedule.**

Note: The license to be renewed at least 30days prior to expiry.

- 5.4.1 Scraping, cleaning and removing of scales and sedimentation on water side.
- 5.4.2 Brushing, scraping and removing of ash and soot on fire side.
- 5.4.3 Servicing of boiler accessories and fittings.
- 5.4.4 Dismantling, cleaning and assembling of man hole covers, hand hole covers, etc,
- 5.4.5 Cleaning of boiler surface, platforms and cat walks and surrounding areas.
- 5.4.6 Hydrostatic test to be carried out as per the Department of Factories and Boilers rules.
- 5.4.7 Annual license renewals are to be carried out.
- 5.4.8 Liaisoning with Dept. of Factories and Boiler for annual renewal and other associated legal compliances.



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Note: The details of works to be carried out, as given above is only indicative and not exhaustive. Any other related work associated with the Boiler House operation shall also form part of the contract and shall be carried out as per the directions of Boiler Section-in-charge.

## **5.5 Man power deployment**

5.5.1 Boiler Operator must be a certified holder of Boiler attendant class-1. For Helpers, qualified and experienced fitters shall be deployed.

Minimum Staff to be deployed:

- a) No. of Boiler Operators: . . . 4
- b) No. of Helpers: . . . 4

5.5.2 Boiler attendant class-1 should have minimum 2 years of experience in the operation and maintenance of boilers.

5.5.3 In every shift of Boiler operation one operator and one helper presence is essential.

## **5.6 Other requirements**

5.6.1 Contractor shall provide uniforms to the boiler operators as per instruction of BHEL.

5.6.2 Any damage caused to our machinery or any other asset inside our premises should be made good or replaced free of cost by the contractor.

5.6.3 Efficiency test has to be carried out twice in a year for Boilers and submit test report to executive / WEX.

5.6.4 The qualification of operators for operating boilers viz., class-1 boiler attendant certificate copies shall be provided and must be valid throughout the contract period.

5.6.5 All the spares and consumables required for the operation and maintenance work will be provided by the BHEL-EPD.



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## **ANNEXURE-A**

### **I. BOILERS & ITS ACCESSORIES SPECIFICATION**

1. Boiler no.1
  - 5ton per hour
  - LPG fired, 171Sq.mtr, 3pass horizontal wet back package boiler
  - Make: M/s Vaishu Engg. Industries. Secunderabad.
  - \_ Year of Mfg.: 1986
2. Boiler no.2
  - 3ton per hour
  - HSD fired, 99.4Sq.mtr, 3pass horizontal wet back package boiler
  - Make: M/s Wester Work Engg. Industries. Bombay
  - \_ Year of Mfg.: 1972

With associated accessories / main feed water tank, LPG gas train, HSD tank and pumping system, feed water softener, etc.,

### **II. WATER SOFTENER PLANT SPECIFICATION**

Make: HYDRON	Model: UFS 800
SOFTENER DIAMETER	: 800 mm
MAXIMUM FLOW RATE	: 8 M3/hr
MINIMUM FLOW RATE	: 0.8 M3/hr
MAXIMUM WORKING PRESSURE	: 3.5 kg/cm <sup>2</sup>
MINIMUM WORKING PRESSURE	: 2.0 kg/cm <sup>2</sup>
SALT PER REGENERATION	: 95 kg
PIPE SIZE	: 40 mm
BRINE INJECTION TIME	: 15 Minutes
DOWN RINSE TIME	: 15 Minutes
UP FLOW RINSE TIME	: 10 Minutes