



**BHARAT HEAVY ELECTRICALS LIMITED,
Electroporcelains Division, Malleswaram,
Bangalore - 560 012**

**TENDER
DOCUMENT
(PART – A)**

- 4.26 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) |
- 4.27 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.
- 4.28 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the Karnataka Factories Rules.
- 4.29 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.
- 4.30 Refund of Security Deposit: Security Deposit of contractor will be refunded to an extent of 90% only after the expiry of the contract period and based on the certification of successful completion of the contract by the concerned Officials and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor. The balance SD (10%) will be released only on completion of audit and necessary clearances from the PF/ESI authorities.
- 4.31 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.
- 4.32 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bill of contractor.
- 4.33 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 with out any notice.
- 4.34 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 family details.
- 4.35 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, Employee Provident Fund Act and other relevant Acts applicable to his workmen under this Contract.
- 4.36 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.



- 4.37 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.
- 4.38 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.
- 4.39 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.
- 4.40 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 cancelled / 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 cancelled, the remaining portion of contract may be allowed be executed by the contractor.
- 4.41 The Contractor, shall, without fail, give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.
- 4.42 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.
- 4.43 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.
- 4.44 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 EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- 4.45 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- 4.46 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- 4.47 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.



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- 4.48 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.
- 4.49 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 4.50 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.
- 4.51 The contractor shall be responsible to make good and rectify at his own expense any defect which may develop or may be noticed within the period of the contract.
- 4.52 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 4.53 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days notice in writing.
- 4.54 **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/Ceramic Business Unit, Bangalore. The award shall be final and binding on both parties. In any matter pertaining to law, the Agreement shall be subject to limits of local jurisdiction.



5.0 SCOPE OF WORK :

BOILER & ITS ACCESSORIES OPERATION AND MAINTENANCE

5.1 Operation and maintenance of Boilers for generation and supply of steam at rated pressures within permissible limits.

5.2 Operation and maintenance of Water Softener Plant for generation and supply of soft water at rated permissible limits.

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

5.4 Manpower deployment to carry out the above.

5.5 Other Requirements

5.1 Operation and maintenance of Boilers

5.1.1 Operation and maintenance of Steam Boilers of capacity **5T/hr** Gas Fired IBR Boiler, capacity **3T/hr** Oil Fired IBR Boiler and capacity **1 T/hr** Gas fired IBR boiler.(Refer detailed specification below 5.1.7)

5.1.2 Boiler operation is required round the clock i.e., 1st shift, 2nd shift and night shift i.e., 24hours per day (First shift:0600AM to 0200PM, Second shift:0200PM to 1000PM, Third shift:1000PM to 0600 AM) including Sundays and holidays.

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.

5.1.7 **BOILERS & ITS ACCESSORIES SPECIFICATION**

1. Boiler no.1

- 5 ton per hour
- LPG/RLNG fired, 171 Sq.mtr, 3 pass horizontal wet back package boiler
- Make: M/s Vaishu Engg. Industries. Secunderabad.
- Year of Mfg.: 1986

2. Boiler no.2

- 3 ton per hour
- HSD fired, 99.4 Sq.mtr, 3 pass horizontal wet back package boiler
- Make: M/s Wester Work Engg. Industries. Bombay
- Year of Mfg.: 1972

3. Boiler no.3

- 1 ton per hour
- LPG/RLNG fired, 27 Sq.mtr, 3 pass fully wet back package boiler
- Make: M/s Maxitherma Boilers Pvt Ltd, Mumbai
- Year of Mfg.: 2014

With associated accessories / main feed water tank, GAS train, PRS(Pressure Reducing Station), HSD tank(for 3T blr only) & pumping system, Feed water softener, steam piping, blow down piping etc.,



5.1.8 Note:

- a) At any given time, **one boiler** will be in operation and others are in standby.
- 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 Water Softener Plant

- 5.2.1 Refer detailed specification below 5.2.8.
- 5.2.2 Check daily the water hardness using test kit.
- 5.2.3 Necessary entries to be made in the boiler log book.
- 5.2.4 Regeneration of the water softener if water hardness is more than 5ppm / as required.
- 5.2.5 Overhauling of water softener to be carried out every year.
- 5.2.6 Water softener to be maintained in good condition.
- 5.2.7 Feed only soft water into the boiler always. Never feed hard water.

5.2.8 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/cm²
- MINIMUM WORKING PRESSURE : 2.0 kg/cm²
- 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

5.3 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.

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

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.

5.4 Man power deployment

- 5.4.1 Boiler Operator must be a certified holder of Boiler attendant Class-2 Minimum. 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

5.4.2 Boiler attendant Class-2 or higher should have minimum 2 years of experience in the operation and maintenance of boilers.

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

5.5 Other requirements

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

5.5.2 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.

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

5.5.4 The qualification of operators for operating boilers viz., Class-2 (minimum) boiler attendant certificate copies shall be provided and must be valid throughout the contract period.

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

5.6 SPECIAL TERMS & CONDITIONS :

5.6.1 EVALUATION OF PRICE BID:

- **Firm fixed Rate** must be quoted for all the activities mentioned in the price bid Performa as the job would be awarded to one successful tenderer on Turnkey basis. In case the 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 lowest cost to BHEL basis. (Grand Total Price for all the items indicated above minus tax credit, if, any)
- In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer, for the purpose of awarding contract, will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.

5.6.2 PRICE VARIATION CLAUSE:

Price variation clause is not applicable. Only fixed price for each item is to be quoted and to be valid till completion of the contract period. Failure to accept this clause will lead to rejection of offer.

5.6.3 BHEL will provide supply of power, water, compressed air and other utility supplies as required

5.6.4 Contractor has to comply with statutory requirements towards payment to their workmen engaged in this contract. Gross daily minimum wage is the



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expenditure per person per day for 8 hours of work. This includes minimum wage payable to each labourer, attendance bonus, travelling allowance, PF & ESI contributions. It is exclusive of contractor margin and other overhead expenses.

5.6.5 Gross paid holiday/leave wages per person is the minimum wages payable to each laborer on paid holiday/leave excluding contractor margin and other overhead expenses.

5.6.6 The bidders are requested to meet the Engineer-in-charge and visit the site to access the total work involved before submitting the bid.

5.7 PRICE BID Format

Following format is for information only. Price bid format PART-B is to be submitted in separate cover ONLY.

Name of the work: Operation & Maintenance Contract for IBR Package Boilers

SL.NO	Work Description	No of years (a)	OMC cost per year(Rs) (b)	Total Cost for two years(Rs) (a) x (b)
1)	a) Operation & maintenance of 5T/hr,3T/hr, 1T/hr Boilers for generation and supply of steam at rated pressures within permissible limits meeting with the latest statutory requirements, as per NIT b) Operation & maintenance of associated accessories & equipments such as Main Feed Water Tank, Gas Train, PRS, HSD tank(for 3T Boiler) & pumping system, Water Softener Plant connected to the Boiler, steam piping, blow down piping etc (Ref. Para 5.0 of PART-A tender doc)	02		
2)	Annual renewal of license for 3 boilers as per NIT.	02		
			Total cost(1) Rs.	
			Service Tax @ % (2) Rs.	
			Grand Total(Rs.) (1+2)	
	Note: At any given time, one boiler will be in operation and others are standby . Minimum number of persons to be deployed = 8 (Boiler Operators=4 + Helpers =4)			

(Rupees _____) in words

Signature of the Contractor

Name:

Address:



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6-A. TECHNO-COMMERCIAL BID APPLICATION

To,

Executive (HR)
Bharat Heavy Electricals Limited
Electroporcelains Division,
IISc Post, Malleswaram,
Bangalore - 560 012

Dear Sir,

I / We hereby offer to carry out the work "Operation and Maintenance of IBR Package Boilers 2017-19 " against Tender Enquiry No. BHEL/EPD/WEX/BLR/001 dated 17th October - 2016.

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 Tenderer | | |
| 6. | Instructions to Tenderer | | |
| 7. | General Terms and Conditions | | |
| 8. | Specific Terms and Conditions | | |
| 9. | Evaluation of Price Bid | | |
| 10. | Scope of Work & Schedule-A | | |
| 11. | 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 PF/ESI Code

OR

I/We are not in possession of independent PF/ESI Code. I/We undertake to obtain the PF/ESI coverage of all our workmen to be deployed for the above work and also agree for recovery of appropriate PF/ESI contribution from wages/bills.

Strike out
which is not
applicable

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 Tenderer
Date: