



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

**TENDER
DOCUMENT**

- 1.0 **BHEL/ EPD (A Govt. of India Enterprise)** is desirous of engaging a Contractor for Dismantling & Re-construction of Tunnel Kiln. Sealed Bids are invited under Single stage two part bid system from the competent Agencies with sound Technical and Financial Capabilities fulfilling the qualifying requirements stated in the tender documents.
- 2.0 Interested and eligible parties may study the tender document carefully and offer their bids.
- 3.0 The salient features of the tender documents are as follows :
 - Notice inviting Tender
 - Performa for offering techno- commercial bid
 - Instruction to Bidder
 - General terms and conditions
 - Duties and Responsibilities of Contractor
 - Price Bid Format
 - Scope of Work
 - Special terms and conditions of Contract
 - Agreement between Contractor and BHEL- EPD



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1.0

NOTICE INVITING TENDER

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

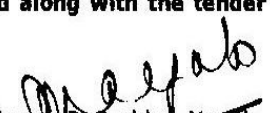
Sl. No.	Work Description	Tender Enquiry No. / Date	Approx. Value Of Contract	EMD (in Rs.)
01	Dismantling & Re-construction of Tunnel Kiln	BHEL: EPD: IP: KILNS: 09: dated 28-04-2009	Rs.30.00 Lakhs	Rs.1,00,000/=*

Contract completion time	: 50 days \pm 10 days
Cost of Tender documents	: Rs. 100.00 (Rupees One Hundred only)
Issue of tender documents	: From 28th April 2009 onwards
Last date and time of Issue of tender documents	: Upto 2-00 PM of 19 th May 2009
Last date and time for submission of tender documents	: Upto 2-00 PM of 19 th May 2009
Date of opening of Tender (Part-A)	: 2-30 PM of 19 th May 2009

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 Sr.Dy. General Manager /Insulator Production, BHEL/EPD, IISc POST, MALLESWARAM, BANGALORE - 560012 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, EPD payable at Bangalore. In case the tender documents are downloaded from the websites, a crossed demand draft of Rs.100/= only in favor of BHEL, EPD payable at Bangalore should be submitted along with the Tender (Part-A), failing which the tender will be rejected.
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. BHEL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Decision of BHEL in this regard shall be final & binding to all parties.
6. **QUALIFICATION CRITERION:** Contractors should have carried out refractory construction work having knowledge of reading construction drawing, selection of correct bricks as per drawing, have highly skilled refractory masons who can able to understand and expertise in forming kiln firebox arches, primary arches and secondary arches, tightening of arch key bricks, expansion joints of side walls, positioning of draft ports flue holes & thermocouple holes, and also have technically sound knowledge of construction of kilns or high temperature furnaces. Details of job executed for the last 5 years and reference of similar refractory work carried out in this regard to be provided along with the tender documents PART-A.

Date - 28th April 2009


Name: P. Prabhakar Nayak,
Designation: Sr. DGM / Ins. Production
BHEL-EPD, Bangalore

ಕೆ. ಪ್ರಭಾಕರ ನಾಯಕ, ಲ. ಎಂ. ಇ. ಡಿ. / ಇಂ. ಪ್ರೊ.
ಪಿ. ಪ್ರಭಾಕರ ನಾಯಕ, ಸಿ. ಡಿ. ಎಂ. / ಇಂ. ಪ್ರೊ.
R. PRABHAKAR NAYAK, Sr. DGM / Ins. Prodn.
BHEL - EPD, BANGALORE - 560 012



PART – A

1a. BID APPLICATION

To

Sr. DGM / Ins. Production
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. 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 ESI Code.

OR

I/We are not in possession of independent ESI Code. I/We undertake to get the coverage of all the workmen through an associate company having ESI code.

} Strike our
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 Bidder
Date :



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

**TENDER
DOCUMENT**

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>
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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:



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**TENDER
DOCUMENT**

1c. BID QUESTIONNAIRE - B:

01	ESI Code No.	
02	License under CL (R&A) Act	
03	PAN No.	
04	PF Code No. (If registered)	
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	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 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 labours 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 INSTRUCTIONS 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 19th May 2009 at 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. BHEL: EPD: IP: KILNS: 09: dated 28-04-2009 Part 'A' Techno-commercial Bid**".
- 2.3 The bidder shall not indicate the price or rate in the PART-A: Techno-commercial bid. If prices are indicated here, the offer will be rejected.**
- 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. BHEL: EPD: IP: KILNS: 09: dated 28-04-2009 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 **BHEL-EPD - Tender Box** kept at Reception so as to reach **on or before 14-00 Hrs Dt. 19/05/2009**. 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. Part 'A' of tender form i.e. Techno-commercial Bid will be opened **on Dt. 19/05/2009 at 14.30 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.
- 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 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. Corrections, over writing, cuttings etc. are not permitted. 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. **(080-22182259 or 2218 2211)**.
- 2.14 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged and the bid is an effort to be L1, then the offer is liable to be rejected. 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 activities after careful study of the actual job requirement so that, incase 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 from time to time.
- 2.20 BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
- 2.21 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all bids without assigning any reasons thereof.
- 2.22 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the bidder.
- 2.23 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.
- 2.24 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 Bidders having independent ESI Employer code under ESI Act 1948 shall submit a copy of the certificate to this effect along with the bid documents. In the event of non-possession of ESI Employer code, the bidders should agree for coverage of all workmen under ESI and recovery of appropriate contribution from their wages/bills towards ESI contribution.
- 3.1.3 Bidder having 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. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 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.
- 3.1.9 BHEL reserves the right to award the contract to one or more contractor simultaneously as deemed fit at the initial stage or during the contract period.

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 favouring BHEL, EPD 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 of Rs. One Lakh plus 7.5 % of the contract amount exceeding Rs. Ten Lakhs.
- 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. (Note: In case of small value contracts not exceeding Rs. 10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).
 - 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 only after the expiry of guarantee period of twelve months 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 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 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. Minimum prescribed bonus at present is 8.33% of annual wages subject to a maximum wage ceiling of Rs.3500/= per month.
- 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 The work has to be carried out during working hours of the factory. However, requirements of Factory Act, 1948 will have to be taken care of during the work. 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 made progressively as mentioned below in four stages:-

- 1) After completion of dismantling & reconstruction of Preheating Zone - 30 % of the contract value
- 2) After completion of dismantling & reconstruction of area identified as Hot Zone-I - 20 % of the contract value
- 3) After completion of dismantling & reconstruction of area identified as Hot Zone-II - 20 % of the contract value
- 4) After completion of dismantling & reconstruction of Cooling Zone - 20 % of the contract value

Above progressive payment shall be calculated on the certified quantum of work completed and approved by the competent authority and supported by Measurement Book. Payment of the balance 10% of the contract value will be made after commissioning of the kiln.

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 or adolescent (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 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 any thing 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 worker 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 | From No. 15 (Rule 121) |
| (II) | Nomination | From 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 the expiry of guarantee period of twelve months from the date of completion of the contract.
- 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 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 with out 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 there after 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: A single rate must be quoted for all the activities mentioned in the price bid Proforma as the job would be awarded to a successful bidder.

Evaluation of the L-1 offer shall be computed on overall basis (Grand Total Price for all the items indicated in the schedule.)

In the event of two or more bidders becoming L1, the said bidders will be called for negotiation and will be instructed to submit fresh price bid offers. Further, 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 AND SPECIAL TERMS & CONDITIONS FOR REVAMPING WORK

As per Annexure – I and Schedule-A



PART - B

6.0 PRICE BID FORMAT –SCHEDULE-A

PROFORMA FOR OFFERING PRICE BID

S.No.	JOB	Quantum of Output Required	Rate in per MT	
			Rupees	Paise
1.0	TUNNEL KILN REVAMPING			
a)	Dismantling of refractory bricks of tunnel kiln side walls and arch, Sorting of various type of bricks of SK-32, SK-34 & SK-36, shoulder brick, arch bricks, insulation brick & red brick,removal of debris, weighment of the bricks & debris & unloading of the materials from kiln to approx 200 metres away to designated place inside factory premises of approximate 500 MT./MT (Necessary transport facility will be provided by BHEL)	(500 ± 20%) MT		
b)	Construction of tunnel kiln side walls and arch as per drawing and Engineer-in charge with setting of kiln primary arch and secondary arch wooden former with scaffolding fixtures, setting of fire box burner arch wooden former with scaffolding fixtures, mixing of mortar, cutting of brick, if required shifting of bricks and mortar from stored area (adjacent to kiln) to construction site/MT	(500 ± 20%) MT		

Note:

- 1. The quantum of work to be carried out is (500 ± 20%) MT for Dismantling and (500 ± 20%) MT for Construction. The quotation should be made only in the unit of Rs. per/MT.**
- 2. Evaluation of the L-1 offer shall be computed on overall L-1 basis of Tunnel Kiln Revamping Work Content of 1.0 a) & 1.0 b). (Grand Total Price for all the items indicated in the schedule.)**



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

**TENDER
DOCUMENT**

7.0 AGREEMENT BETWEEN CONTRACTOR AND BHEL- EPD

This agreement made on this _____ day of _____ Two Thousand Seven Between M/s / Shri _____ aged about _____ years S/O of Shri _____, residing at _____, hereinafter called the "**Contractor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the First part.

AND

BHARAT HEAVY ELECTRICALS LIMITED, ELECTROPORCELAINS DIVISION, Prof. CNR Circle, P.B.1245, IISc Post, Malleswaram, BANGALORE-560012, a Company incorporated under the Companies Act 1956 and having its registered office at BHEL House, Siri Fort New Delhi - 110049, **hereinafter called " BHEL-EPD "** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the second part.

Whereas

1. BHEL, EPD is desirous of entrusting to the said contractor to engage and carryout the contract job of Dismantling & Re-construction of Tunnel Kiln in Kilns Section, Insulator Production department of the BHEL, EPD more specifically mentioned in the Annexure (hereinafter called the Contract work) to this agreement.
2. The Contractor who is a specialized agency in the type of contract work in different establishments has agreed to undertake the said contract work on job contract basis.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES:

The Terms and conditions of this agreement are as stipulated in:

- (i) Notice Inviting Tender
- (ii) Scope of Work
- (iii) Performa for Offering Techno-Commercial Bid
- (iv) Special Terms & Conditions of the Contract
- (v) General Terms and Conditions
- (vi) Duties and Responsibilities of Contractor
- (vii) Price Bid Format
- (viii) Declaration By Contractor
- (ix) Work Orders and Work Instructions issued to the Contractor
- (x) Agreement between Contractor and BHEL-EPD (Part-VII)



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

**TENDER
DOCUMENT**

Shall form part and parcel of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO through their authorized Representatives have signed these presents on the day, month and year mentioned above.

For and on behalf of M/s-----

[Authorized signatory]
Name & Designation

Witness : 1

Signature :

Designation :

Address :

For and on behalf of
Bharat Heavy Electricals Limited
Electroporcelains Division,
Bangalore 560012.

[Authorized signatory]
Name & Designation

Witness : 2

Signature :

Designation :

Address :