

Bharat Heavy Electricals Limited
High Pressure Boiler Plant
Tiruchirappalli – 620 014. India
Civil Engineering Department (Factory)

TENDER DOCUMENT (PRICE BID)

Name of work : **Cleaning of all toilets, bathrooms, wash basins, tea - points, etc. inside Factory.**

Value of work : **Rs. 80.83 Lakh**

Tender Notice No. : **CF:TN:11/14-15**

Tender Schedule No. : **CF:TS:41/14-15**

Period of Contract : **15 (Fifteen) Months**

Issued to M/s / S/Shri :

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI – 620 014**

CIVIL ENGINEERING DEPARTMENT (FACTORY)

PREAMBLE

Name of work: Cleaning of all toilets, bathrooms, wash basins, tea - points, etc. inside Factory.

SCOPE: The scope of work involves Cleaning of all toilets, bathrooms, wash basins, tea - points, etc. inside the factory,

The available numbers of WC, Wash basin, Urinal, Wash trough, Bath room, tea point etc., are given below:

Total No. of toilet block available in Factory Complex : 170

1)	Water closet	-	370 Nos.
2)	Wash basin	-	630 Nos.
3)	Urinal	-	445 Nos.
4)	Wash Trough	-	220 Nos.
5)	Bath Room	-	155 Nos.
6)	Tea Point	-	54 Nos.

01. The contract period will be 15 months.
02. The tenderers are advised to visit BHEL Factory and get themselves acquainted with the site conditions before submitting the offer.
03. Only male employees / labourers shall be engaged for all activities.
04. Adequate labourers are to be deployed daily for carrying out all the works as indicated in the BOQ. The action plan and the manpower deployment for various activities are to be indicated in the offer.
05. **The following eligibility criteria shall be complied to fulfill the Qualification Bid:-**
 1. **Separate Registration for EPF, ESI, PAN, Sales tax & Service tax. Proof of IT returns, Profit & Loss account and balance sheet for the last three financial years certified (2011-12 to 2013-14) by the auditor.**
 2. **Average annual turnover of similar works executed in the last 3 financial years (2011-12 to 2013-14) shall be at least for a value of minimum of Rs. 24.25 Lakhs.**
 3. **During last seven years (01.11.07-30.11.14) should have successfully completed works either**
 - a) **Three similar works each not less than Rs. 32.33 Lakhs (or)**
 - b) **Two similar works each not less than Rs. 40.42 Lakhs (or)**
 - c) **One similar work not less than Rs. 64.66 Lakhs**
 4. **Solvency certificate shall be minimum for Rs. 32.33 Lakhs (The Certificate should have been issued within last 6 months from the date of tender opening.)**
06. Tenderers have to quote itemised rate for items provided in the BOQ.

07. The item rate offered shall provide for the complete cost towards labour, consumables, tools, plant & machinery, transport, supervision, overheads, profits & all other incidentals etc., complete. **The rate quoted shall not include service tax. However the service tax as applicable for this contract work and the same can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. At present the rate of service tax is 12.36%. (Service tax + Edu. Cess+ Sec. Higher Edu. Cess). The contractor has to submit the payment challan as a documentary proof of having paid the service tax for the previous bill for which he has received the service tax payment along with the subsequent bill for which payment has to be processed. As per the recent amendment in Cenvat credit Rules 2004, Cenvat credit and Service Tax credit should be availed within 6 months from the date of invoice. Hence the service tax should be claimed by the contractor within four months from the date of invoice, Otherwise any claim pertaining to Service tax will not be entertained by BHEL.**
08. The works contract to be entered into with the successful tenderer will be governed by the BHEL Revised General Conditions of Contract in force.
09. The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
10. The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
11. The contractor shall strictly adhere to various labour laws in force.
12. Covered area for the purpose of office / rest room for the contract workers will be provided by BHEL at free of cost.
13. Water and electrical energy required for the work will be provided by BHEL at free of cost at the locations wherever possible.
14. The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand,
15. It shall be the responsibility of the contractor to see that the departmental canteen facilities are not utilized by the workmen. The contractor has to make his own arrangements to provide refreshment for the workmen.
16. If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.
17. Usually, working hours are limited to day time only. In emergency cases to carryout works during nights, it may be done so with the specific prior permission of BHEL. In such case, it is to be carried out in the presence of BHEL officials or their authorized persons.
18. The contractor has to carry out all the works on all days except Sundays and BHEL holidays under normal circumstances. However sweeping of all shop floors has to be done in Sundays and BHEL holidays , if required.
19. Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out.
20. **The tenderer has to ensure payment of Minimum Wages as per Tamil Nadu State Minimum Wages as applicable under law from time to time.**

The labourers engaged in this contract shall be paid additional payment as mentioned below in addition to the payment of Minimum wages as stated above.

- a) Unskilled Worker Rs. 3200 per month
- b) Semi-skilled Worker Rs. 3700 per month
- c) Skilled Worker / Supervisor Rs. 4100 per month

Also the labourers shall be paid a minimum bonus which shall be 8.33% as per the payment of Bonus Act 1965 for the total wages paid (i.e) Payment of minimum wages and additional payment as mentioned above.

The Contractor shall have to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid (i.e) Payment of minimum wages and additional payment as mentioned above.

At present the Tamil Nadu State Government Minimum wages declared is enclosed for your reference (Ref. Page No.7). Normally the revision will be with effect from 1st April of every year. Tenderers are requested to quote their offer after taking into account of the above factor also.

21. The contractor shall maintain registers for entering the details of cleaning done in each bay / building and obtain the signature from the concerned officials daily for the work carried out.
22. All the tools like soft hair boss brooms with cane handle, cob-web remover, bamboo basket, empty gunny bags, plastic mug, plastic bucket (12 Lit. capacity), nylon scrubber, double wheel barrows, spray tank (10 – 12 lit capacity) & safety items (like boots, gloves, goggles etc.) will be under the scope of the contractor.
23. Consumables required for each operation / cleaning of various activities are shown in the Annexure 1 in BOQ of Price Bid and the supply of the same will be under the contractor's scope.
24. All the consumables, Tools & Plants used in the work shall be of approved quality and will be subject to periodical inspection by BHEL officials.
25. Even though the contract period for the above operation will be Fifteen months, the contract may be awarded initially for six months on trial basis. If the service of the contractor is not found satisfactory during the stipulated contract period, BHEL reserves the right to pre-close the contract without assigning any reasons & compensations whatsoever.
26. The contractor has to carry-out the work in production shops without affecting the day to-day production activities.
27. The contractor should record the entry of all machineries / materials at the security gate while bringing in for work.
28. Statement of completed works with detailed certified measurements along with material consumption statement shall be submitted by the contractor in the last week of every month for processing their bill.
29. QUANTITIES shown in the attached schedule are only approximate and are liable to variation without entitling the contractors to any variation in the Quoted rates till the total value of the Contract does not vary by more than 20% (twenty percent).
30. The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
31. In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappali-14 shall be final and binding on the Tenderer / Contractor.
32. BHEL reverses its right to reject any tender whose performance was not satisfactory in any other work / project of BHEL in India / Abroad.
33. No advance / mobilization advance will be given.

CONTRACTOR

4

ACCEPTING OFFICER

34. LD/Penalty clause is applicable as per General Conditions of Contract. All the terms & conditions in the documents are binding on the tenderers and BHEL reserves its right to accept / reject any or all the tenders without assigning any reason.

35. **Also BHEL reserves its right to finalize the contract through reverse auction for which only qualified tenderers will be provided with necessary documents containing business rules, terms and conditions for this purpose.**

36. Deviations

The contractor shall not make any alteration in addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Accepting Officer in writing and incorporated in the contract.

The Accepting Officer may deviate either by way of addition or deduction, from the work so described, provided that the contract sum be not thereby varied on the whole by more than the percentage set out in the tender documents. The value of all addition and deductions will be added to, or deducted from the contract sum. Whenever the Accepting Officer intends to exercise such a right, his intention shall specify the deviations which are to be made, the lumpsum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the entire contract.

Any objection by the Contractor to any matter concerning the order shall be notified by him in writing to the Engineer-in-charge within **Seven days** from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer-in-charge) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the contractor, he will be deemed to have accepted the order and the conditions stated therein. In the event of the contractor failing to agree with the Engineer-in charge regarding the terms of the proposed deviation, the objection shall be referred to the Project Manager whose decision shall be final conclusive and binding on the Contractor.

37. Arbitration:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director / General Manager of BHEL and if ED is unable or unwilling to act, to the sole arbitration of some other person appointed by the ED / General Manager, willing to act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Manager / Senior Engineer / Engineer-in-charge is expressed in the contract to be final and conclusive.

There will be no objection if the arbitrator so appointed is an employee of B.H.E.L and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue, during the arbitration proceedings and no payment due or payable, to the Contractor shall be withheld on account of such proceeding.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the Parties fixing the date of first hearings.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply the provisions of BPE office memorandum No. BPE/CL 001/ 76MAN / 2 (1.10) 75-BPE (GM-1) dated 1st January 1976 or its amendments for arbitration shall be applicable.

NOTE:-

Tender for the work should be submitted in a sealed cover consisting of three inner sealed covers such as i) EMD cover ii) Qualification bid cover & iii) Price bid cover, all superscribing the name of work, tender schedule number etc.

EMD cover shall contain requisite EMD in the form of DD. Tenderers who had already remitted one time EMD should furnish the details of cash receipt No. _____ dt. _____, on the top of EMD cover. Tender without EMD / one time EMD reference will be summarily rejected and the qualification bid & price bid shall not be considered.

In case of tender documents downloaded from website, tender shall accompany the tender cost of Rs.750/- in the form of Demand Draft (separate) in addition to the EMD amount in the form of Demand Draft. Tender document (downloaded from website) without separate Demand Draft for tender cost and EMD will not be considered.

All Demand Draft shall be drawn in favour of **BHEL, Trichy** payable at Tiruchirappalli.

Qualification bid cover shall contain duly filled in qualification bid document signed by the tenderer in all the pages with documentary evidences for pre-qualification such as experience, value of work executed in the similar nature of work, etc. Any bid without proper documentary evidence for pre-qualification shall not be considered for further evaluation

The Price Bid cover shall contain price bid document duly filled in and signed by the tenderer in all the pages. **The tenderer has to quote most competitive rates which shall not include Service Tax for all the items given in the Bill of Quantities from Page No. 18 to 19 of Price Bid.**

The completed qualification bid and price bid along with requisite EMD of **Rs.1,50,000/-** for this work in the form of Demand Draft in favour of BHEL shall reach the office of the undersigned on or before **08.01.15 at 10.00 hrs.** Tenderers who had already remitted one time EMD should furnish the details of cash receipt No. _____ dt. _____, on the top of EMD cover. EMD in any other form will not be accepted. The qualification bid will be opened on the **same day at 10.15 hrs.** In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid shall be intimated only to the bidders those who have qualified after evaluation of the qualification bid. You / your authorized representative may participate in the tender opening.



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI – 620 014
HUMAN RESOURCE MANAGEMENT

CIRCULAR

No.BHE: HR: WEL: MW
Date: 28/03/2014

All Contract Executing/Awarding Officials

Sub. : Minimum Wages Act 1948 – Fixation of Minimum rates of wages for the employment in “General Engg. and Fabrication Industry” – Revision of DA – Reg.

Ref. : Letter No.Z3/10642/2014 dated 13/03/2014 from the Commissioner of Labour, Chennai - 600 006

Consequent upon the increase in Dearness Allowance payable under the Minimum Wages Act from Rs.3416.00 to Rs.4175.00 per month to those employed in “General Engineering and Fabrication Industry”, the Minimum Wages payable by the Contractors to their workmen engaged in the following categories would be as follows with effect from 01/04/2014:

Sl. No.	Category	Minimum Basic Wages per day	Minimum DA per day	Total Minimum Wages per day	Minimum Basic Wages per month	Minimum DA per month	Total Minimum Wages per month
1	Unskilled Worker	Rs.123.00	Rs.161.00	Rs.284.00	Rs.3690.00	Rs.4175.00	Rs.7865.00
2	Semi-Skilled Worker	Rs.133.00	Rs.161.00	Rs.294.00	Rs.3990.00	Rs.4175.00	Rs.8165.00
3	Skilled Worker	Rs.139.00	Rs.161.00	Rs.300.00	Rs.4170.00	Rs.4175.00	Rs.8345.00
4	Supervisor				Rs.3956.00	Rs.4175.00	Rs.8131.00

Contract Awarding Executives are requested to ensure that the contractors make payment to their workers not less than Minimum Wages as stated above.

DGM (HR Welfare and Recruitment)

KRISHNAVENI SEKAR
DGM (HR - Welfare & Recrt.)
Bharat Heavy Electricals Limited
Tiruchirappalli - 620 014.

Cc.:

All HR Executives
Sr.Manager/HR/PC/Chennai
Sr.Manager /HR/PPPU/Thirumayam
AGM/Finance
AGM/HR
GM/Finance
GM/HR

REVERSE AUCTION

BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions governing RA are given below.

GENERAL TERMS AND CONDITIONS OF RA

Against this tender for the subject work/system with detailed scope of work as per tender specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Reverse Auction rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Taxes and Duties, Freight charges, Insurance and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction. **The rate quoted shall not include service tax. However the service tax as applicable for this contract work and the same can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. At present the rate of service tax is 12.36%. (Service tax + Edu. Cess+ Sec. Higher Edu. Cess). The contractor has to submit the payment challan as a documentary proof of having paid the service tax for the previous bill for which he has received the service tax payment along with the subsequent bill for which payment has to be processed. As per the recent amendment in Cenvat credit Rules 2004, Cenvat credit and Service Tax credit should be availed within 6 months from the date of invoice. Hence the service tax should be claimed by the contractor within four months from the date of invoice, Otherwise any claim pertaining to Service tax will not be entertained by BHEL.**
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction

Force Majeure clause: If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by BHEL subject to prompt notification by the tenderer to BHEL of the particulars of the events and supply to the BHEL if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.

Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.

Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any on going tenders even if participated till the hold is officially lifted and confirmed in writing.



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Unit : TIRUVERUMBUR, BOILER PROJECT, P.O.
TIRUCHIRAPALLI - 620 014.
CIVIL ENGINEERING DEPARTMENT

NOTICE INVITING TENDER

01. Name of work : **Cleaning of all toilets, bathrooms, wash basins, tea - points, etc. inside Factory**
02. Estimated Cost : **Rs.80.83 Lakh**
03. Earnest Money Deposit : **Rs. 1,50,000/-**
04. Completion Time : **FIFTEEN (15) Months**
(From the date of commencement of the work which will be reckoned from the date of the site, handed over to the Contractor)
05. Cost of Tender Document : **Rs.750/-** (including Sales Tax)
This amount will not be refunded under any circumstances
06. Last Date for Receipt of Tenders : **10.00 Hrs. on 08.01.2015**
07. Date of Qualification Bid Opening: **10.15 Hrs. on 08.01.2015**
08. Date of Price Bid opening : Will be intimated to those who are qualified Separately.
09. Maintenance Period : -

Tender document contains **41** pages in Qualification Bid and **26** pages in Price Bid including Bill of Quantities, Drawing etc.

Issued to Messrs. / Thiru :

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ISSUING OFFICER

CONTRACTOR

11

ACCEPTING OFFICER

SCHEDULE 'A'

LIST OF WORKS AND PRICES

DETAILS & QUANTITIES of each item of work shown in the BILL OF QUANTITIES are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration of the Competent Authority. The work under each item as executed shall be measured and priced at the corresponding rate quoted by the contractor in the BILL OF QUANTITIES

Sl.No.	Description of work / supplied	Total amount of work / supplies (in figures and words)		Period of contract
		Rs.	Ps.	
1.	Cleaning of all toilets, bathrooms, wash - basins, tea - points, etc. inside Factory.	80,83,000/-		FIFTEEN (15) MONTHS

BILL OF QUANTITIES ATTACHED IN PRICE BID

Sl.No.	Appx.Qty.	Description of work	TNBP No.	Rate (Both in Unit fig & Words)	Amount Rs.	Ps.
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AS PER SEPARATE SHEETS ATTACHED CONTAINING**2**.....PAGES

FROM PAGEL No. **19** to **20** in **PB**.

SCHEDULE 'B'

1. The following materials will be issued FREE of cost to contractor at BHEL Stores / Stock yard.

SI.No.	DESCRIPTION	PLACE OF ISSUE
	NIL	

2. It will be the responsibility of the Contractor to submit his demands for the above stores in writing at east seven days in advance of the actual requirement.
3. Issue of Stores is subject of the availability at the place of issue cited above, items of stores to be issued by BHEL which are not available at the time of indenting by the contractor may be supplied by BHEL after necessary procurement. The contractor shall not be entitled to any claim of compensation for delay in the supply of stores by BHEL under any circumstances.
4. The materials will be issued only during the working hours of the BHEL Stores Department (8.00 a.m. to 4.30 p.m.). Contractor shall have to transport them to the site of work at his own cost as soon as they are issued to him.
5. The steel materials if issued will be in random lengths and sizes as stocked by the BHEL and the cost of all cutting, conversion, substitution and fabrication as well as wastage shall have to be borne by the Contractor.
6. The contractor shall from time to time render proper account of all materials issued to him by BHEL. If he fails to do so, no further issue of materials will be made to him and he will be held responsible for any delay in the execution of the work which may occur on this account.
7. Where A.C. Sheets and accessories, Doors, Windows, Sanitary fittings, Special glasses or other items are issued free of cost to the contractor, the contractor will have to make good at his own cost any loss or damage to any part or whole of the items issued to him as above. All wastage within the premises limits as fixed by BHEL will be charged for at the prescribed issued rates of BHEL. Excess wastage will be charged for at punitive rates which will be 100% higher than the issue rates.
8. All surplus materials in good condition which are not returned to the BHEL Stores as also quantities of materials consumed in excess of the max. Permissible limit as fixed by BHEL shall be charged for at punitive rates.

The decision of the Senior Engineer / Dy. Manager / Manager as to the extent to which materials have been rendered surplus or consumed in excess of the actual requirements shall be final and conclusive and binding on the contractor.

SCHEDULE 'C'

ISSUE OF TOOLS AND PLANTS TO CONTRACTORS

Sl.No.	Qty.	Particulars	Details of BHEL Crew Supplied	Hire Charges Per unit Per Day	Place of Issue	of	Remarks
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.....Nil.....

- a. Machineries shall not be operated over time without the written permission of the Sr. Engineer / Dy. Manager / Manager.
- b. All Coolies, Watermen etc., required in addition to BHEL crew mentioned in column 4 above shall be arranged by the contractor at his own expense.

SCHEDULE 'D'

NOTE : All Drawings are to be signed by the Contractor as well as the officer entering into contract.

SL.No.	DRAWING NUMBER	DESCRIPTION
1.	BHE:CP:09:101/85	General Layout of Factory

SCHEDULE 'E'

LEAD STATEMENT

Sl.No.	Name of Material	Name of Source	Lead Particulars both for Factory and Township
	--NIL--		

CONTRACTOR

14

ACCEPTING OFFICER

C.A.....Date
(To be used in conjunction with BHE Ltd., General Conditions of Contract)

AUTHORITY TO TENDER

Tender Notice No.: **CF:TN:11/14-15**

Office of the
DGM/CIVIL/PLANNING/F&T
BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHY – 14.

Tender Schedule No.: **CF:TS:41/14-15**

~~Lumpsum / Percentage rate /~~ Item rate tender for works required in **“Cleaning of all toilets, bathrooms, wash basins, tea - points, etc. inside Factory.”**

Messrs. are / is hereby authorized to tender for the above work. The Tender is to be delivered at the Office of the **DGM/CIVIL/PLANNING/F&T** Bharat Heavy Electricals Limited Unit, Thiruverumbur, Tiruchirappalli – 620 014 superscribing the name of works as mentioned above.

Any correspondence concerning this Tender should be addressed as indicated above quoting the Tender Notice, schedule No., and other relevant particulars.

BHARAT HEAVY ELECTRICALS LIMITED DO NOT BIND THEMSELVES TO ACCEPT THE LOWEST OR ANY TENDER.

Issuing Officer with
Designation

Contract Agreement No.....

TENDER

To

DGMCivil/Planning/F & T
Bharat Heavy Electricals Limited
Unit : Tiruverumbur
TIRUCHIRAPPALLI – 620 014.

I / We hereby offer to carry out the work of **“Cleaning of all toilets, bathrooms, wash basins, tea - points, etc. inside Factory.”**

I / We hereby carefully perused the following documents connected with the above noted work and agree to obide the same.

1. Specifications (General & Particular)
2. Drawings
3. Schedule ‘A’, ‘B’, ‘C’, ‘D’ & ‘E’ and Bill of Quantities attached hereto.
4. Schedule or rates
5. BHE Ltd., General & Special Conditions of Contract, Tender Notice and Instructions to Tenders attached hereto.

I / We forward herewith the sum of Rs.....as Earnest Money, which shall be refunded should this tender be rejected. I / We further agree to deposit such sum which along with the sum of Rs.....mentioned above shall make up 50% of the fully Security Deposit for this work as provided for under conditions of the BHARAT HEAVY ELECTRICALS LIMITED General Conditions of Contract.

I / We further agree to execute all the work referred to in the said documents upon the terms & condition contained or referred therein and as detailed in Schedule ‘A’ and Bill of Quantities annexure thereto an to carry out such deviations as may be ordered, vide conditions 6 of the BHEL Ltd., General Conditions of Contract upto a maximum of 20% of the tendered of Rs.....

I / WE further agree to refer all disputes, as required by condition 62 of the General conditions of Contract to the sole arbitration of an Officer, to be appointed by the General Manager, B.H.E.Ltd., in his sold discretion whose decision shall be final and binding.

WITNESS

Signature of the Contractor

Date:

1.

2.

GENERAL SUMMARY

1.	(a) Net Cost of works or building etc., from Schedule 'A' and Bill of quantities annexed thereto	Rs.
2.	Provisional sum	Rs.
	Total	Rs.
	

Rupees.....
.....
.....Shri
.....in the capacity of
..... has been duly authorized by me / use to sign the tender for
and on behalf of.....
.....

(in block letters)

Date: _____ SIGNATURE OF CONTRACTOR

Witness: _____ Postal Address:

1..... Telephone No.
Address

2.....
Address

..... alternations have been made in the Tender Document and as evidence that these alternations were made before the execution of contract agreement, they have been initialed by the Contractor and the
.....
..... is hereby authorized to sign and initial on my behalf the documents forming part of this contract (Number of alternation in figures and words to be given me)

The above tender is accepted by me on behalf of the Bharat Heavy Electricals Limited, Unit Thriuverumbur, Tiruchirappalli – 620 014. for a sum of Rs.
.....
..... at the item rates as indicated in the Bill of Quantities attached to Schedule 'A'.

Signature Date.....

Designation

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 14

BILL OF QUANTITIES

NAME OF WORK: **Cleaning of all toilets, bathrooms, wash - basins, tea - points, etc. inside Factory.**

Sl. No.	Quantity	Description of work	Rate (both in figures and in words)	Unit	Total Rs. P.
01		Cleaning, washing and swabbing the following inside Factory complex including the floor area dado etc. as per the frequency mentioned against each activity in Annexure-1 in all toilets, wash basins, tea-points, etc. Payment will be made based on the actual work done and on acknowledgement from the user departments. Quoted rate shall include cost of labour, tools & plants, machineries, necessary chemicals, acids and other cleaning materials, etc. Required quantity of water, power and storage room will be given by BHEL at free of cost.			
a)	220400	Water closet.		EACH TIME	
b)	296800	Wash basin		EACH TIME	
c)	269500	Urinal		EACH TIME	
d)	102600	Wash trough		EACH TIME	

CONTRACTOR

19

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Sl. No.	Quantity	Description of work	Rate (both in figures and in words)	Unit	Total Rs. P.
e)	92800	Bath room		EACH TIME	
f)	57000	Tea point		EACH TIME	
TOTAL					_____
Service Tax @					_____
RUPEES (in Words) _____					

- Note:**
- The quantities given above are approximate requirement for 15 months period. The quantity may vary month to month
 - All the consumables should be got approved before effecting bulk supply / put into use.
 - All labour, consumables etc. required for the work are under the scope of the contractor. Adequate work force shall be deployed to meet the daily requirement which is ascertained from the past experience that around **32** Housekeeping labourers with **2** Supervisors are required for effective performance.
 - For all items of cleaning, required quantity of consumables as per Annexure 1 should be used for each and every activity & time so that it should be clean and neat always. If the quantity of consumables consumed is less than the theoretical quantity, the cost of the consumables will be recovered at the rate indicated as under.
1) Liquid soap = Rs.60 per litre 2) Pine oil = Rs.80 per litre 3) Bleaching powder = Rs.80 per kg. 4) Vim = Rs. 40 per kg. 5) Sanitary colour cubes = Rs.6/- Each. 6) Liquid scent = Rs.1200 per liter 7)Toilet Cleaning acid = Rs 80 per litre
 - Contractor is required to maintain proper logbook for the consumption of materials, log sheet for daily work done (sample format enclosed) and submit to the department for its approval.
 - The Contractor shall ensure that only male labourers shall be engaged for the above activities and their working group should wear safety boot, uniform and identity card while on duty.

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20

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7. Once in a month, bill should be prepared for the actual quantum of work done and submitted to Work-in-charge and the same will be scrutinized, certified and forwarded to Finance for payment.
8. The quoted rate shall be firm throughout the contract period. No cost escalation will be paid on any account.
9. The item rate offered shall provide for the complete cost towards labour, consumables, tools, plant & machinery, transport, supervision, overheads, profits & all other incidentals etc., complete. **The rate quoted shall not include service tax. However the service tax as applicable for this contract work and the same can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. At present the rate of service tax is 12.36%. (Service tax + Edu. Cess+ Sec. Higher Edu. Cess). The contractor has to submit the payment challan as a documentary proof of having paid the service tax for the previous bill for which he has received the service tax payment along with the subsequent bill for which payment has to be processed. As per the recent amendment in Cenvat credit Rules 2004, Cenvat credit and Service Tax credit should be availed within 6 months from the date of invoice. Hence the service tax should be claimed by the contractor within four months from the date of invoice, Otherwise any claim pertaining to Service tax will not be entertained by BHEL.**
10. The contractor shall ensure payment of minimum wages, bonus to the workmen employed by him at the rates at which shall not less than the minimum wage applicable under law time to time.
11. The labourers shall be paid extra payment as mentioned below in addition to the payment of minimum wages, and bonus to the workmen employed by the contractor.
 - a) Unskilled worker = Rs.3,200/- per month
 - b) Semi skilled worker = Rs.3,700/-per month
 - c) Skilled worker / Supervisor = Rs.4,100/- per month

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21

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ANNEXURE -I

Monthly requirement of consumables for cleaning and periodicity of cleaning activities

Sl · N O.	Consumables required for each month								Daily Cleaning time	
	Consumables items required every month.	Bleaching powder	Vim (or) Equivalentts	Pine oil	Soap oil	sanitary sent (Liquid perfume)	Sanitary colour cubes	Toilet cleaning Acid (or) Equivalen ts	F.N.	A.N.
	Description of work	In Kgs.	In Kgs.	In Litres.	In Litres.	In Litres.	Pcs.	In Litres.		
1	Cleaning of water closet	32.00	75.00	40.00	4.00	1.00	---	0.50	6.00 to 11.30	1.00 to 5.30
2	Cleaning of wash basins	---	100.00	---	---	---	---	0.25	6.00 to 11.30	1.00 to 5.30
3	Cleaning of urinals	---	70.00	24.00	2.00	0.32	4100.00	0.50	6.00 to 11.30	1.00 to 5.30
4	Cleaning of wash-troughs	16.00	35.00	9.00	1.00	0.12	---	0.50	6.00 to 11.30	1.00 to 5.30
5	Cleaning of bath rooms	16.00	30.00	17.00	2.00	0.40	---	1.00	6.00 to 11.30	1.00 to 5.30
6	Cleaning of tea point	---	10.00	6.00	1.00	0.16	---	0.25	6.00 to 9.00 & 10.00 to 11.00	15.00 to 16.00
	Total Quantities per month	64.00	320.00	96.00	10.00	2.00	4100.00	3.00		

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TERMS AND CONDITIONS OF CONTRACT

1. The quantities given in the Bill of Quantities are approximate requirement for 12 months.
2. All the consumables should be got approved before effecting bulk supply / put into use.
3. All labour, consumables etc., required for the work are under the scope of the contractor.
4. For all items of cleaning, required quantity of consumables as per Annexure 1 should be used for each and every activity & time so that it should be clean and neat always. If the quantity of the consumables consumed is less than the theoretical quantity, the cost of the consumables will be recovered at the rates indicated in the BOQ under clause No.4 of Note.
5. The contractor is required to maintain proper logbook for the consumption of materials, log sheet for daily work done (sample format enclosed) and submit to the department for its approval.
6. The contractor shall ensure that only male labourers shall be engaged for the above activities and their working group should wear safety boot, uniform & identity card while on duty.
7. The quoted rate shall be firm throughout the contract period. No cost escalation will be paid on any account.
8. The works will be governed by the BHEL Revised General Conditions of Contract in force.
9. The contractor shall strictly adhere to various labour laws in force.
10. Adequate labourers are to be deployed daily for carrying out all the works as indicated in the BOQ under clause No. 3 of Note.
11. The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
12. The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
13. Covered area for the purpose of office / rest room for the contract workers will be provided by BHEL at free of cost.
14. Water and electrical energy required for the work will be provided by BHEL at free of cost at the locations wherever possible.
15. The contractor shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand
16. It shall be the responsibility of the contractor to see that the departmental canteen facilities are not utilized by the workmen. The contractor has to make his own arrangements to provide refreshment for the workmen.

17. If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.
18. Usually, working hours are limited to day time only (0600 hrs. to 1800hrs). In emergency cases to carryout works during nights, it may be done so with the specific prior permission of BHEL. In such case, it is to be carried out in the presence of BHEL officials or their authorized persons.
19. The contractor has to carry out all the works on all days except Sundays and BHEL holidays under normal circumstances. However sweeping of all shop floors has to be done in Sundays and BHEL holidays , if required.
20. Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out.
21. The contractor shall maintain registers for entering the details of cleaning done in each bay / building and obtain the signature from the concerned officials daily for the work carried out.
22. All the tools and items like Brooms, Mop thread with stick, Nylon scrubber, Gunny bags, Plastic Mug, Bucket (12 Lit. capacity), Sundry brush, Muthu brush, etc and safety items like boots/water proof chappal, gloves, goggles, uniforms, etc., will be under the scope of the contractor.
23. All the consumables, Tools & Plants used in the work shall be of approved quality and will be subject to periodical inspection by BHEL officials.
24. The contractor has to carryout the work in production shops without affecting the day to-day production activities.
25. Contractor's materials and tools & plant shall have to be brought inside the factory with proper invoice / voucher and make necessary entry in the Security gate. They should maintain proper record for materials, tools & plants, etc., brought inside the factory complex.
26. Statement of completed works with detailed certified measurements along with material consumption statement shall be submitted by the contractor in the last week of every month for processing their bill.
27. QUANTITIES shown in the attached schedule are only approximate and are liable to variation without entitling the contractors to any variation in the Quoted rates till the total value of the Contract does not vary by more than 20% (twenty percentage)
28. LD / Penalty clause for this contract shall be final and binding on the contractor regarding clarification of items of works.
29. The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
30. The works will be governed by the BHEL Revised General Conditions of Contract in force.
31. In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappali-14 shall be final and binding on the Contractor

Date :

Daily Log Sheet for work done

Name of work :Cleaning of all toilets, bath rooms ,wash basin ,Tea points,
washing trough ect. in side factory area.

Name of contractor : M/s.

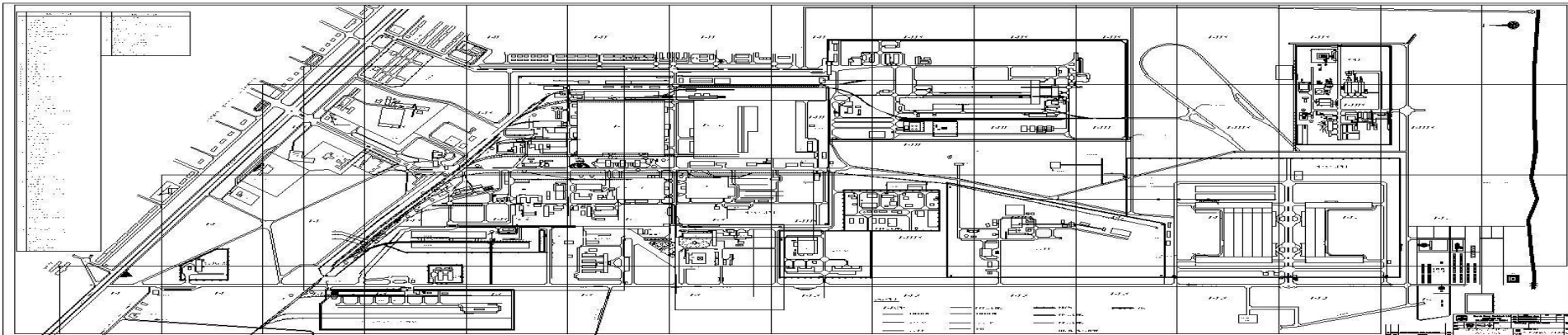
Agreement No :

Sap PO no- :

WO Sl. No.	Sap item no	Description of work	Unit	Total Qty.
1a	10	Cleaning of Water Closet	Ea.	
1b	20	Cleaning of Wash basin	Ea.	
1c	30	Cleaning of Urinal	Ea.	
1d	40	Cleaning of Wash trough	Ea.	
1e	50	Cleaning of Bath room	Ea.	
1f	60	Cleaning of Tea point	Ea.	

M/s. (contractor)

M/s. BHEL



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