

Bharat Heavy Electricals Limited
Heavy Plates & Vessels Plant
Visakhapatnam – 530 012,
Andhra Pradesh, INDIA.



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INVITATION TO TENDER

Ref: OPS/OS/SC/2014-15/15/015

Date: 11.02.2015

Sub: AMC for Upkeep Maintenance in BHEL- HPVP Township premises for the year 2015-2016.

Sealed tenders are invited under two bid system, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from reputed and experienced contractors with sound technical and financial capability for the subject work.

SL. NO.	NAME OF THE WORK	ESTIMATE VALUE Rs.	EMD Rs.	COST OF TENDER Rs.	WORK COMPLETION PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	AMC for Upkeep Maintenance in BHEL- HPVP Township premises for the year 2015-2016	20.85 Lakhs	60,000/-	229/-	One Year	05.03.2015 up to 13.00 Hrs.

1.0 ELIGIBILITY CRITERIA

- I) Average annual turnover of the contractor during the last 3 years ending 31st March 2014 should be at least 30% of the estimated value. (i.e. Rs.6.26 Lakhs)

Tenderer should enclose EPF, ESI, PAN, TIN, Service Tax New registration no., Income tax returns for last three years (FY 2011-12, 2012-13 & 2013-14) and Profit & Loss account and Balance Sheet certified by the Auditor for the last three years.

- II) The Contractor should have experience of completing similar works during last 7 years ending 31st Jan'2015 as given below:
- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. Rs.8.34 Lakhs each)
- OR
- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated value. (i.e. Rs.10.43 Lakhs each)
- OR
- (c) One similar completed work costing not less than the amount equal to 80% of the estimated value. (i.e. Rs.16.68 Lakhs)

Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

Note : Similar work means Upkeep, Sanitation and maintenance works on regular contract basis for State / Central Govt. or Under takings or private firms.

- III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.
- IV) Latest solvency certificate (within One year) from the Banker shall be produced.

2.0 SCOPE OF THE WORK

Work is to be carried out as per Scope of work, Special conditions of contract and Schedule of Quantities.

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3.0 LOCATION OF WORK

The subject work is to be carried out at **inside the township premises** of BHEL, Heavy Plates & Vessels Plant (HPVP), Visakhapatnam, Andhra Pradesh.

4.0 COST OF TENDER DOCUMENTS / EARNEST MONEY DEPOSIT

The tender shall be accompanied with a Demand Draft of **Rs. 229/-** (Rupees Two Hundred Twenty Nine only) towards the cost of tender documents (Non-Refundable) + Sale Tax @ 14.50% and another DD for **Rs. 60,000** (Rupees Sixty Thousand only) towards EMD both drawn in favour of **BHARAT HEAVY ELECTRICALS LIMITED**, payable at Visakhapatnam.

EMD of unsuccessful tenderers shall be returned to them after acceptance of LOI / FOI by the successful bidder.

5.0 SECURITY DEPOSIT :

Security Deposit shall be collected from the successful tenderer as per clause 12 of annexure - III.

6.0 INCOME TAX AND WORKS CONTRACT TAX :

Income tax and Works Contract Tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

7.0 PRICE SCHEDULE :

7.1 The prices shall be quoted in the price schedule attached to the tender for the complete scope of work.

The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission. However, Service Tax as applicable shall be reimbursed on submission of proof of payment.

7.2 The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.

7.3 Tenderer should quote the **rates in figures as well as in words** and the amount for each item should also be worked out. In case of any mismatch between the quoted rates and amounts, the quoted rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed.

7.4 All rates shall be quoted in the tender format only.

8.0 VALIDITY OF OFFER :

The offer shall be valid for a period of **3 months** from the last date for tender submission.

9.0 GENERAL :

9.1 **Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

Bids not accompanied with requisite EMD and TENDER COST, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.

9.2 **BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**

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9.3 The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved before submission of their offers. One complete set of all relevant documents pertaining to subject work covered in the scope of this tender is available at Civil Maintenance Dept. and the same can be referred during working hours from 9.00 AM to 4.00 PM.

For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

9.4 Manager (Civil) shall be the Engineer-in-charge for herein after referred to as such in the tender.

9.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidders or opt for Reverse Auction as per applicable guidelines.

9.6 if the rate quoted by the tenderer is found less than the Statutory Payment of labour etc., the same shall be rejected.

10.0 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender.

PART - I : TECHNO COMMERCIAL BID

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|---|------------------|
| a) Scope of Work | : Annexure – I |
| b) Special Conditions of Contract | : Annexure – II |
| c) Instructions to the tenderers | : Annexure – III |
| d) Rules & Regulations for Operation | : Annexure – IV |
| d) Minimum Wages as per Central Labour Department | : Annexure – V |
| e) Acceptance to the tender terms & conditions | : Annexure – VI |
| f) Contractor Information | : Annexure – VII |

PART - II : PRICE BID

- | | |
|---|-------------------|
| g) Price Bid (Schedule of items and Bill of Quantities) | : Annexure - VIII |
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11.0 **TENDER COLLECTION :**

Tender Documents can be obtained from 11.02.2015 to 04.03.2015 between 8.00 Hrs. to 16.30 Hrs. from the office of Sr. Manager (OS) by submitting a request letter on the tenderer's letter head along with a Demand Draft / Banker's Cheque for an amount of Rs. 229/- (Rupees Two Hundred Twenty Nine) towards Tender Cost including Sales Tax @ 14.50% in favour of Bharat Heavy Electricals Limited, payable at Visakhapatnam.

Tender Documents can also be downloaded from our Website www.bhelviz.co.in. However Tender Cost shall be enclosed along with the Technical Bid without which the Price Bid will not be considered.

12.0 **TENDER SUBMISSION :**

12.1 **The Bid shall be submitted in two parts.**

Part-I : Techno-Commercial Bid shall be placed in one cover along with the following documents :

- (I) Tender cost @ Rs. 229/- and Earnest Money Deposit @ Rs. 60,000/- in the form of Demand Draft / Banker's Cheque drawn in favour of Bharat Heavy Electricals Limited, Visakhapatnam.
- (ii) I.T. Clearance certificates / Acknowledgement of submission of the IT Returns for the last 3 years.
- (iii) P.F. Registration Code No.
- (iv) E.S.I Registration Code No.
- (v) Experience Certificates in line with eligibility criteria.
- (vi) Service Tax Registration No.
- vii) Solvency Certificate
- viii) All other applicable documents as detailed in the tender.

Part-II : Price Bid in the prescribed format shall be placed in **another separate cover**.

The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal**.

Both covers containing Part – I & Part – II bids shall be placed in **another bigger size envelope** duly superscribing the **Tender No. & Subject** on the envelope.

12.2 The tender completed in all respects **shall be dropped** in the **Outsourcing tender box** kept at reception counter, ADM building **latest by 13.00 Hrs. on 05.03.2015**.

Bidders may also send their offers by Post to "Outsourcing Tender Box, Admn. Building, BHEL - HPVP, Visakhapatnam – 530012".

Last date for receipt of tenders is **05.03.2015 upto 13.00 hrs**. BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

12.3 Submission of an offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.


13.0 **OPENING OF TENDERS** :

Techno-commercial Bids will be opened on **05.03.2015 at 14.00 Hrs.** at Customer Cell, Admn. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.

If bids are not accompanied by requisite Tender Cost and Earnest Money Deposit along with Part – I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,


Sr. Manager (OS)

SCOPE OF WORK

1. Daily Sweeping and cleaning including wet swabbing of all the floors of the buildings, bath rooms latrines and urinals in the building as mentioned in annexure – II before 8.00 AM on every working day and cleaning of wash basins, water closets etc., in such buildings, cleaning and dusting including cobwebs of all inside walls and the ceiling in the buildings.
2. Daily sweeping of area in and around the buildings, roads parks drains etc.
3. Collection and removal of rubbish / garbage by tractor, lorry or any other mechanical system only, including dry leaves, waste papers, waste packing cases and any other waste materials daily from the buildings and other surroundings areas and cleaning of dustbins dumping the same in the areas allotted for this purpose by BHEL-HPVP. Tractor / Lorry along with driver to be supplied by the contractor. The driver should have the authorized heavy vehicle licence holder. Fuel for the tractor will be contractors scope only and has to be born by the contractor.
4. Cleaning and washing all glass showcases, glass doors, window panels, glass louvers, Venetian blinds in the building once in a fortnight.
5. Removal of animal carcasses and burying the same in the specific areas with disinfectants.
6. Keeping free choking all drains, swage pipelines etc., inside the township premises.
 - a) Whenever excavation of trenches, pits of tanks arises in case of jam of septic lavatory tanks or concerned tanks or manholes that has to be carried out by BHEL-HPVP only.
 - b) The labour deployed for the above work shall attend daily and report Civil Maintenance Department and on their instructions they shall attend for the work in township area only. Under no circumstances, they will work at any place other than township.
7. General cleaning of the entire area and buildings as per annexure – II and also carrying out any other incidental work as may be entrusted by BHEL-HPVP authorities for the Up-keep and maintenance purpose.
8. Cleaning toilets with phenyl and cleaning powder using Naphthalene ball (minimum 3 Nos.) in 1 urinal once in week.

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SCOPE OF WORK

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ALL AREAS, ROADS BUILDINGS IN THE BHEL-HPVP PREMISES FOR UP-KEEP AND MAINTENANCE

1. All the surrounding area of 1,192 Quarters (Type I to V)
 - a) Parks
 - b) Play Grounds
 - c) Paths, Roads and Drains
 - d) Scooter & Car Sheds
 - e) Bus Shelters.
2. Mortuary
3. Union Office
4. Township Administration Office
5. Shopping Center near English Medium School
6. Shopping Center near Type I Quarters
7. Sandy area
8. Vegetable Market
9. Electrical Sub-station
10. Security Posts
11. Dormitory
12. Open Air Theatre
 - a) Community Center (old)
 - b) Community Center (new)
 - c) Community Shed at Thunglam Gate
13. Milk Booths
14. Tailoring School
15. All the surrounding areas of above mentioned buildings
16. All the surrounding areas of Schools, Pan Shops, LPG Gas Store, Flour Mill and SBI etc
17. Cleaning garbage form Township premises
18. Up-keep and Maintenance of Township, Lavatory chokes, clearance and connected works etc.
19. Any area in Township other than the above as required by Township Civil Administration.
20. All the roads in Township

SIGNATURE OF TENDERER WITH SEAL

SPECIAL CONDITIONS OF CONTRACT

1. The contractor is responsible for cleaning of Roads, Drains, Parks, Transportation of Garbage and cleaning sewage line chokes as required.
2. The contractor is responsible to remove animal/birds carcasses whenever required. Such carcasses should be removed within one hour and should be buried in the specified area with disinfectants.
3. The contractor is responsible to keep all Residential, Management and Public building drains, sewage pipeline etc. in the Township premises free from choking as directed.
4. The contractor has to normally work in “ G “ Shift i.e.8.00 to 16.30 hours. However, if department has any special works, the contractor has to detain the workmen for carrying out the jobs mentioned in schedule during “A” shift 6.00 to 14.30 hours or “B” shift 14.30 to 23.00 hours on working days and also on Public Holidays and Sundays.
5. The contractor is responsible to make arrangement for daily sweeping and cleaning including wet swabbing of all the floors of the building, bathrooms, latrines and urinals in the building as mentioned in the annexure – II by 8.00 AM on every working day and cleaning of wash basins, water closets etc., in such buildings, cleaning and dusting including cobwebs on all inside walls and ceiling in the buildings.
6. The contractor is responsible to make daily arrangements for sweeping of areas in and around the buildings, roads, paths, drains, Playgrounds, and Open areas respectively.
7. The contractor is responsible to collect and remove rubbish/garbage such as dry leaves, waste paper, waste packing cases and such other cases etc., daily from and around the buildings and areas and dustbins as mentioned in the Annexure-II and dump the same in area (s) allotted for this purpose by the company.
8. The contractor is responsible to maintain a register on a day-to-day basis in connection with the work of sweeping, cleaning and dusting of all the buildings and areas as mentioned in the annexure – II and should get the signature at place / location as proof that such place / location had been swept, swabbed, and dusted etc.
9. The contractor is responsible for general cleanliness of the entire areas and buildings. Any other incidental work for the Up-keep and Maintenance shall be carried out by the contractor as directed by the sanitation officer of the company at no extra cost.
10. For cleaning the toilets phenyl, cleaning powder should be used. Naphthalene balls minimum 3 Nos. and one urinal cube should be used once in a week. All the cleaning and swabbing materials disinfectants brooms with sticks, detergents and other tools needed for the cleaning, sweeping swabbing & dusting work have to be supplied by the contractor as directed as per item 3 supply of materials.

SPECIAL CONDITIONS OF CONTRACT

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11. Contractor has to provide tractor in good condition at his costs and risks. Contractor has to provide tractor with skilled driver, fuel, oil etc.
12. The contractor has to maintain a register in which detailed trip descriptions are to be maintained and duly certified by the departmental supervisors.
13. Breakdown of tractor or tipper should be attended immediately by the contractor at his costs with out disturbing the daily routine work etc., and will be permitted to have more trips on the subsequent days to clear the backlog even beyond the normal working hours.
14. Contractor shall be responsible for deploying the required manpower. In the event of shortfall, he should make alternative arrangement. If the contractor fails to engage the required minimum manpower proportionate reduction in the price will be effected. It is also the responsibility of the contractor for the good behavior of the labour engaged by him. The contractor should ensure that there are no industrial relation problems due to the labour engaged by him.
15. The contractor is required to submit his bill once in a month to the company for releasing payment for the work done in the previous month by 7th of each month. The contractor should enclose proof of payment of wages to his labour and remittance of PF & ESI in respect of his labour along with the bill. Proportionate deduction from the monthly bills will be made towards liability of the contractor for payment of terminal benefits to his labour. The amount so deducted will be refunded to the contractor subject to production of proof of payment of terminal benefits to his labour at the end of the contract period.
16. The period of contract is for one year from the date of issue of accepting letter.
17. The rate quoted by the tenderer should be in figures as well as in words. In case of any discrepancy, rate in words will be taken as valid. Incomplete tenders or tenders with ambiguity / over – writing etc, will be rejected.
18. M/s BHEL-HPVP does not bind itself to accept the lowest tender or give any reasons for its decision. Also M/s BHEL-HPVP reserves the right to accept or reject any or all tenders, and to divide the tendered work among more than one tenderer.
19. The contractor should ;make available samples of all such detergents, liquids powders and all other materials proposed to be used for the execution of the work for approval of the officer concerned of BHEL-HPVP and upon, according approval only such material shall be used in the work.
20. If the contractor notices any fittings not in order which may need maintenance, the same should be brought to the notice of the officer concerned of BHEL-HPVP for taking appropriate action by him.

SPECIAL CONDITIONS OF CONTRACT

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21. The contractor rate includes cost of all materials, chemicals liquids, tools land appliances, taxes and duties, it applicable land therefore contact is not entitled to claim any thing extra for the same.
22. The contract shall keep and store all the materials what so ever required for the execution of the contract work in a place provided by BHEL-HPVP at his own risk and responsibility.
23. The contractor shall pay the wages to his employees in the presence of the authorized representative of BHEL-HPVP and obtain necessary endorsement to that effect on the acquaintance register.
24. The contractor shall not employ any anti-social or undesired persons in the contract work and if any such persons are pointed out by BHEL-HPVP, they shall be removed forthwith.
25. The expenses for executing the contract, purchase of non-judicial stamp paper etc., shall be borne by the contractor.

SIGNATURE OF TENDERER WITH SEAL

INSTRUCTIONS TO THE TENDERERS

1. Sealed tenders are invited from reputed contractor's for work of Up-keep maintenance Office Buildings, Parks, Play Grounds, Roads, Drains, Paths etc., (Annexure – II) and cleaning garbage from roads, open areas and dustbins in Township at BHEL-HPVP, Visakhapatnam.
2. All the tender documents issued shall be duly signed on each page of the tender and submitted in sealed covers, duly marked as Part-I "TECHNICAL BID" & Part-II "PRICE BID".
3. The tenderer should inspect the areas of BHEL-HPVP Township Office Buildings, Residential Buildings, Roads, Dustbins, Parks, Play Grounds & Open area as listed in Annexure - II etc., on any working day and should satisfy himself before submitting their quotation.
4. If the rate quoted by the tenderer is found less than the Statutory Payment of labour etc., the same shall be rejected.
5. The rate quoted is to be mentioned both in figures and words and in case of discrepancy between the two, the rate as indicated in words only will be considered.
6. Tenders received beyond the hours fixed whatever be the cause of delay, whether on account of delay in postal communication, delay on road, rail air or any mode of communication or transport will not entitle the tenderers to request that the tender should be considered.
7. **EARNEST MONEY DEPOSIT** : The Earnest Money should accompany the tender either in the form of crossed Bank Draft or Banker's Pay Order payable to M/s Bharat Heavy Electricals Limited, Visakhapatnam – 530 012. Earnest Money Deposit in any other form will not be accepted. This will be refunded to the unsuccessful tenderers after the finalisation of the tender and awarding the work to the successful tenderer. In the case of successful tenderers this will be reckoned against Security Deposit. During the course of finalisation of tender, if any tenderer withdraws his tender or if the successful tenderer fails to take up the work, the EMD will be forfeited. **Tender will not be considered if EMD is not enclosed.**
8. **SOLVENCY CERTIFICATE** : The tenderer shall submit the solvency certificate from the competent authorities.
9. **WORK EXPERIENCE CERTIFICATE** : The tenderer should furnish proof of his previous work experience in the Up-keep and Maintenance work in any recognized Industry / Organisation.
10. **LABOUR LICENCE** : The contractor shall obtain Licence from the statutory authority. The competent authority (Licensing authority) for the works relating to BHEL-HPVP is the Deputy Commissioner of Labour, Visakhapatnam.
11. **PAYMENT TERMS:** R.A Bill payments will be arranged after 30 days from the date of bill or from the date of clearance of the statutory compliance by IR Department whichever is later.

INSTRUCTIONS TO THE TENDERERS

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12. **SECURITY DEPOSIT:** Security Deposit shall be collected from the successful tenderers the rate of Security Deposit will be follows.
- (i) Upto Rs. 10 Lakhs : 10%
 - (ii) Above Rs. 10 Lakhs upto Rs. 50 Lakhs : Rs. 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs.
 - (iii) (Above Rs. 50 Lakhs : Rs. 4 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs.

The security Deposit should be deposited before start of the work by the contractor.

Security Deposit may be furnished 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 deposited at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% may be deposited from the running bills.
- viii. EMD of the successful tenderer can be converted and adjusted against the security deposit.
- ix. The security deposit shall not carry any interest.

Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

13. Security Deposit / Bank Guarantee will be released after the maintenance period of 2 months or on closure of contract which ever is later.
14. Income Tax & Work Contract Tax will be deducted as per the statutory rules from time to time. W.C.T. is 5% if TIN number is submitted. If TIN number is not available W.C.T. shall be 20.00%.
15. Tenderer have to pay Service Tax as per the latest prevailing statutory rules from time to time. Paid Service Tax amount will be reimbursed on submission of documentary evidence of payment as per prevailing rules as on 01.09.2012. The present rate of service tax is 12.36% including cess.
16. Any new taxes imposed by Govt. of India / AP State Govt. after the tender submission date shall be reimbursed on submission of documentary evidence of payment.
17. The Payments shall be made through online (i.e. RTGS/NEFT) only.
18. The tenderer should satisfy all the statutory obligations required under statues of the Government from time to time.
19. If incomplete tenders in the form is furnished or where total value is not entered, such tenders will be summarily rejected. Management reserves the right to accept or reject any or all the tenders or part thereof without assigning any reason whatsoever. No correspondence will be entertained when once the tenders are decided.

SIGNATURE OF TENDERER WITH SEAL

RULES AND REGULATIONS FOR OPERATION

1. The Contractor shall pay the minimum wages to the contract labour as notified by the Central Government from time to time. The Government Order indicating the present rate of minimum wages is enclosed at Annexure – V. **The Quoted Rate shall be firm throughout the contract period. No cost escalation will be paid on any account. The contractor has to consider the future escalation and increase of labour wages while quoting the rate.**
2. The contractor shall pay the wages for the Weekly day of rest and also on Public Holidays being observed by the company.
3. The contract should cover all his labour under ESI scheme to provide Medical facilities and also insurance to cover accidental benefits as specified in the relevant acts.
4. Contractors should have individual P.F. codes. In the absence of the individual P.F Code No. within 30 days of L.O.I, the contract will be treated as cancelled. The contractor should cover the workers under Provident Fund Act and make necessary deposits with the PF Commissioner as per statutory regulations.
5. The contractor should pay the amount towards Bonus, Retrenchment compensation and Encashment of non-availed earned leave to his workmen on completion of the contract and submit proof of such payment along with final bill.
6. The contractor should make his own arrangement for providing TEA / BREAKFAST / MEALS etc., to the labour engaged by him and BHEL, Visakhapatnam shall not issue any subsidized coupons for this purpose.
7. The contractor shall provide identity cards to the labour engaged by him, which will be produced by them on demand to officers or other staff of the company. The company's security personnel shall have the right to check the persons of contractor's employees while going out of office premises and there shall be no cause or grouse on this account either from the contractor or his employees.
8. The contractor shall be responsible for any loss or damage caused to properties belonging to the company by any of the contractor's employees or staff by theft or otherwise and the contractor shall indemnify to the company the value of such properties on demand on that behalf.
9. The contractor shall be responsible to ensure that his employees follow safety rules & regulations as per statutory regulations and also instructions of the company. The company will have the right to object to any unsafe practice and the contractor will abide by the directions of the company in this regard. The contractor shall provide all necessary safety appliances (Safety Shoe & Helmet is must for all workers and the other appliances as per the need & requirement of the work) to his laborers and shall be solely responsible for the same.
10. The contractor shall maintain register of accidents and intimate about the occurrence of any kind of accidents and circumstances leading to the accident to the In-charge (Safety) and In-charge (Civil) of the company.
11. The contractor shall not employ Sub-Contractor without the prior approval of the company.
12. The contractor shall maintain the following registers in the prescribed manner under the statute and shall ensure availability of up-to-date records near the work place.

RULES AND REGULATIONS FOR OPERATION

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- a. Muster Roll
 - b. Muster Roll-Cum Wage Register
 - c. Register of Over Time
 - d. Register of Fines
 - e. Register of Advances
 - f. Register of Deductions
 - g. To issue Employment Card to the Workmen
 - h. To issue Wage Slip
 - i. In case of termination of employment, the contractor shall issue service certificate
13. The agreement / contract shall remain in force for a period of 15 Months from the issue of LOI or unless determined earlier without notice at the option of the company or happening of any of the circumstances mentioned below.
- a. If the contractor fails or neglects to render the said services or any of them to the satisfaction of BHEL, Visakhapatnam or if the contractor commits breach of any of the rules and regulations.
 - b. If the business of the contractor is wound up or dissolved or if any receiver is appointed or attachment is levied in respect of any of his properties and assets.
14. The contract can be terminated with **One Month notice** in writing on either side without assigning any reason whatsoever.
15. Notwithstanding any contrary provision herein contained this agreement may be renewed at the option of the company for any further period on the same terms and conditions as herein contained except the rate mutually agreed on such renewal and on the exercise of such option of the company and contractor shall immediately enter into a renewed agreement with the company in writing.
16. The right hereunder and / or this agreement cannot be assigned or otherwise transferred by the contractor to any person or persons or any corporation whatsoever without the written prior approval of the company.
17. The contractor shall take necessary license in respect of his trade / business and the contractor shall be personally liable in respect of this agreement. The contractor shall hold valid license as per the contract labour (Regulation & Abolition) act for engagement of labour.
18. The contractor shall at his own costs, if required under the statutory obligations, effect necessary insurance in respect of the said staff, materials and other personnel of persons to be employed by the contractor in connection with his rendering of the aforesaid service to the company and shall comply with the provisions of Andhra Pradesh Shops & Establishment Act, Contract Labour (regulation & abolition) Act. Payment of wages Act, Minimum Wages Act, ESI Act, Employees provident Fund (Family Pension Fund) Act. 1972, Bonus Act if applicable to them and shall keep the company indemnified from all Act or omissions, faults, breaches and / or any claims, demands, liabilities, actions, proceedings, cost, charges, loss injuries, and expenses for which the company may be put or involved as a result of the contractor's failure to fulfill any of the obligations herein and / or statutes and / or any bye-laws or rules framed there under or any of them.

RULES AND REGULATIONS FOR OPERATION

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19. During the contract period, no reimbursements whatsoever will be made to the contractor over and above the rate quoted by the contractor and agreed to by the company for all the items.
20. The contractor shall intimate to the Manager (IR) / IR Department officials in writing about the payment days during a month and the wages for the workmen shall be paid in the presence of the representatives of the concerned department and obtain the signature of the department representative in the wages register.
21. The contractor shall be responsible to make payment to the workers on working days at the work site on the date notified in advance. In case of termination of employment due to completion of work, the contractor shall ensure final payment to the concerned workmen within 48 hours of the last working day.
22. No wage period shall exceed one month
23. The contractor shall exhibit a notice at his work place indicating rate of wages, hours of work, wage period, date of payment of wages, name and address of Inspector having jurisdiction. This notice is required to be exhibited in English and also in local languages.
24. The contractor shall be responsible to follow the various laws applicable to his workers such as contract labour (Regulations & Abolition) Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act, Provident fund Act, Employees State Insurance Act, etc. and the rules made there under from time to time.
25. Any dispute arising out of the contract will be referred to the Unit Head whose decision is final and binding on both the parties.

SIGNATURE OF TENDERER WITH SEAL

THE GENERAL CONDITIONS OF CONTRACT ARE AVAILABLE WITH THE HEAD – CIVIL DEPARTMENT. CONTRACTORS MAY REFER / VERIFY THE SAME.

AMENDMENT TO THE GENERAL CONDITIONS OF CONTRACT

CLAUSE 32 MAY BE READ AS FOLLOWS.

32. LIQUIDATED DAMAGES

In the event of any delay in completion of work of part thereof as per agreed schedule due to reasons other than those specifically exempted in this contract, BHEL, Visakhapatnam, may deduct from the considerations due to the contractor as liquidated damages a sum calculated at 0.5% of the contract price for each full week of delay subject to a maximum of 10% of the contract price. It is understood and agreed that such amounts do represent the losses suffered by BHEL, Visakhapatnam because of delay in work by contractor and it shall not be necessary for BHEL, Visakhapatnam to establish the actual amount of losses suffered irrespective of whether the work or part thereof could be put to any use by BHEL, Visakhapatnam or BHEL's client.

CLAUSE 32.1 IS DELETED

AMENDMENT TO THE CLAUSE 57 MAY BE READ AS FOLLOWS

57. ARBITRATION AND LAWS

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, drawings and instruction herein as to the quality of workmanship or material in the work or as to any other question, claim, right, matter or thing or any dispute whatsoever in any way arising out of or relating to this contract, shall be referred to the sole arbitration or any person who shall be appointed by Unit Head, Bharat Heavy Electricals Limited, (HPVP), Visakhapatnam at his sole discretion. It shall have no objection to any such appointment even if the arbitrator so appointed is an employee of BHEL, Visakhapatnam, its branches / offices. Such an appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by the Unit Head as aforesaid.

The arbitrator to whom the matter is originally referred or the arbitrator who has been appointed in place of the arbitrator originally appointed, dies or unable to act as arbitrator for any reasons whatsoever, the Unit Head as aforesaid, shall appoint at his sole discretion any another person to as arbitrator in place of the arbitrator originally appointed, as the case may be. Such person appointed as arbitrator shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The arbitrator shall give his reasoned award. It is term of this contract that no person other than a person appointed by such Unit Head as aforesaid should act as an arbitrator and if for any reasons whatsoever that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid, the provisions of arbitration Laws in India or any statutory modification re-enactment thereof and the rules made there under from time to time and or the time being in force shall apply to the arbitration proceeding under this clause.

AMENDMENT TO THE CLAUSE 59 MAY BE READ AS FOLLOWS :

59. DISPUTES – LEGAL JURISDICTIONS

Notwithstanding anything contained in any document whatsoever, all cases, suits, matter, petitions and all other actions under law arising out of and relating to this contract including that may arise out of bank guarantees and arbitration under this contract, shall be tried, instituted, filed and auctioned only in the courts, tribunals and forums etc., situated within the territorial jurisdiction of Visakhapatnam even though such jurisdiction may also vest with other courts, tribunals and forums situated in other places of the country.

While invoking writ jurisdiction, the parties shall prefer such petitions and try the same only in the High Court of Andhra Pradesh, Hyderabad.

SIGNATURE OF THE TENDERER

**MINIMUM WAGES AS PER CENTRAL LABOUR DEPARTMENT
w.e.f 01.10.2014**

SL. No	DESCRIPTION	Unskilled	Semi Skilled	Skilled
1	Minimum Wage	276.00	312.00	367.00
2	PF @ 13.6%	37.54	42.43	49.91
3	ESI @ 4.75%	13.11	14.82	17.43
4	Bonus @ 8.33%	22.99	25.99	30.57
5	Leave Wages (18 days / Year)	15.92	17.99	21.17
6	Terminal Benefit for (15 days / year)	13.26	14.99	17.64
7	Holidays for 10 days	8.85	10.00	11.76
	TOTAL	387.67	438.22	515.48

ANNEXURE – VI

Ref: OPS/OS/SC/2014-15/15/015

Date: 11.02.2015

Sub: AMC for Upkeep Maintenance in BHEL- HPVP Township premises for the year 2015-2016.

ACCEPTANCE TO TENDER TERMS & CONDITIONS

I / We hereby confirm that the Tender documents, all annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.

Signature of the bidder with stamp

CONTRACTOR INFORMATION

Sl.No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
06.	Telephone No. of the firm	
07.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
09.	Organizational structure with name and designation	

(Required only if it was not submitted earlier)

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL,HPVP LTD	

DETAILS OF BANK ACCOUNT

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

CERTIFICATE

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above mentioned Bank account. I / We also agree that payments made to the above mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with name & seal)

BANKER'S CERTIFICATION

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Date:

Bank Manager / Officer

Signature with Bank stamp
and name seal

FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION

We confirm the above details are verified with the records available with us

Signature of BHEL Official with name & seal
Operating the contract / Services

PART – II

(PRICE BID)

**BHARAT HEAVY ELECTRICALS LIMITED
HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 530 012**

NAME OF WORK: AMC for Upkeep Maintenance in BHEL- HPVP Township premises for the year 2015-2016

Tender Enquiry No : OPS/OS/SC/2014-15/15/015, Dated : 11.02.2015

Note :

- 1) Tenderers are requested to visit the site before submitting their tenders and go through the site conditions, nature and quantum of the job to be done and in general shall themselves obtain all necessary information as to risks, safety precautions, contingencies and other circumstances. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, no claim shall be allowed.
- 2) Contractor shall pay the minimum wages to the contract labour as notified by Central Government from time to time.
The Minimum wages shall be as per the Central Government G.O. effective from 01.10.2014. Contractor has to pay as per recent G.O. in force from time to time and no extra claim can be entertained on this score.
In addition to the above the contractor has to comply with all the statutory requirement such as PF, ESI, Bonus, Leave wages, Retrenchment compensation etc.
- 3) The quantities provide in the schedule are only provisional & may vary according to exigency of the work and no extra claim can be entertained on this score.
- 4) In General all the materials are in the scope of contractor. Only water and power will be provided at a point free of charge at condition of General Conditions of contract / special condition of contract of BHEL-HPVP., and subsequent lines will be drawn by contractors at their own cost.
- 5) Before procurement of the materials, approval of the Engineer-in-charge regarding required quality and make/brand should be obtained.
- 6) All statutory requirements like PF and ESI etc., are to be followed strictly by the contractor during the contractual period. Contractors should have their own sales tax registration number.
- 7) Tenderers should have accidental insurance in favour of their work man.
- 8) All rates should be inclusive of scaffolding/staging or the full height of building so as to carry out the complete work. No additional payment will be made for the scaffolding work.
- 9) **The quoted rate shall be fixed & firm throughout the contract period. No cost escalation will be paid on any account throughout the contract period for any item.**
- 10) **L1 shall be evaluated based on quoted total price.**

SIGNATURE OF THE TENDERER WITH SEAL

BHARAT HEAVY ELECTRICALS LIMITED
HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 530 012

NAME OF WORK: AMC for Upkeep Maintenance in BHEL- HPVP Township premises for the year 2015-2016.

Tender Enquiry No : OPS/OS/SSC/2014-15/15/015, Dated : 11.02.2015

SCHEDULE OF QUANTITY FOR THE WORK

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE IN FIG.	RATE IN WORDS	AMOUNT
1	<p>Sweeping and cleaning of Roads, Berms, Drains and Parks including stacking of rubbish, garbage, dry leaves, waste paper, waste packing covers etc. into the nearest dust bins in the areas (as directed by Engineer-in-charge).</p> <p>The following areas to be attended once in a week.</p> <p>C-Type : Main Roads + Cross Roads = 1 1/2 days / week F-Type : Main Roads + Cross Roads = 2 1/2 days / week E, D & A Type : Main Roads + Cross Roads = 2 day / week</p> <p>Public Functions : Parade Ground for Independence day & Republic day Function. Officials Functions In Kalabharathi and any other work as instructed by Engineer-in-charge</p> <p>It is assessed that 5 USW & 1SSW is required per day per operation as directed by Engineer-in-charge.</p> <p>Note : Payment shall be made for the work done on working days only.</p>	Per Operation	303			
2	<p>Clearing dust bins including removal of rubbish, garbage, dry leaves, waste papers, waste packing cases etc. from dust bins, heaps and transporting to Garbage yard with their own tractor & driver. The following works are to be attended.</p> <p>a) Supplying of tractor of 2 units capacity with driver, diesel, tools & tackles etc.</p> <p>b) Loading from dust-bins and around areas and unloading at Garbage yard & etc.</p> <p>It is assessed that 4 USW and one driver along with tractor is required per day per operation as directed by Engineer-in-charge.</p> <p>Note : Payment shall be made for the work done on working days only.</p>	Per Operation	303			

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE IN FIG.	RATE IN WORDS	AMOUNT
3	<p>Clearing Gully chambers, chokes, Kitchen chokes, Bath room chokes, Lavatory chokes, Wash basin chokes, Man hole chokes, and Sewage main line chokes etc. of residential buildings, public buildings and Management Houses.</p> <p>It is estimated that an average 6 Nos. chokes to be done and It is assessed that 1 SSW and 1 USW for clearing chokes as above is required as directed by Engineer-in-charge Note : Payment shall be made for the work done on working days only.</p>	Per Operation	303			
4	<p>Maintenance of sanitation at Management Houses, public buildings, toilets of public buildings including collection and disposal of rubbish and garbage in to the nearest dust bin in the areas. The following works are to be attended in each operation every day.</p> <p>(a) Sweeping of premises around the management houses i.e A-73, D-17 & D-3</p> <p>(b) Sweeping of premises inside & outside the public buildings i.e. Union Office, Township Administration, Old Community Centre, including Mopping of floors in toilets & Offices etc.</p> <p>It is assessed that 2 USW can do the above works in each operation / day as directed as directed by Engineer-in-charge Note : Payment shall be made for the work done on working days only.</p>	Per Operation	303			

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE IN FIG.	RATE IN WORDS	AMOUNT
	Providing and supplying the following materials per year					
	(a) White Phenyl (ISI brand)	Litres	80			
	(b) Black Phenyl (ISI brand)	Litres	80			
	(c) Cleaning Acid	Bottle	30			
	(d) Naphthalene Balls	Kg	2			
	(e) Floor Mops	Nos.	24			
	(f) Lavatory Brushes	Nos.	24			
	(g) Coconut Brooms	Nos.	900			
	(h) Cleaning Powder	Kgs.	90			
	(i) Hill Brooms	Nos.	40			
	(j) Bamboo Baskets	Nos.	120			
	(k) Bamboo Sticks	Nos.	25			
	TOTAL					

Total Amount in Words :

SIGNATURE OF THE TENDERER WITH SEAL