

Bharat Heavy Electricals Limited

**High Pressure Boiler Plant
Tiruchirappalli – 620 014. India
Civil Engineering Department (Factory)**

TENDER DOCUMENT (PRICE BID)

Name of work : Sweeping, Cleaning, Swabbing of shop floors, offices including all toilets, bathrooms, wash-basins, Tea-points, etc. at Building-24,79,53,OHS model center,RPS, ICT, FCB, CCDP, WRI,CRC and MD Hall, vehicle parking sheds etc. at outside factory peripheral area.

Value of work : **Rs. 89.63 Lakh**

Tender Notice No. : **CF:TN:009/15-16**

Tender Schedule No. : **CF:TS:037/15-16**

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 : **Sweeping, Cleaning, Swabbing of shop floors, offices including all toilets, bathrooms, wash-basins, Tea-points, etc. at Building-24,79,53,OHS model center, RPS,ICT, FCB, CCDP, WRI,CRC and MD Hall, vehicle parking shed etc. at outside factory peripheral area.**

SCOPE : The scope of work involves sweeping and swabbing of shop floors, offices, conference halls, AC/PC rooms, spraying chemicals for mosquito / cockroach control, cleaning oily substances in shop floors etc., inside the factory complex.

01. The contract period will be 15 (Fifteen) 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 & Service Tax, IT returns acknowledged by IT Office, Profit & Loss Account and Balance Sheet certified by the auditor for the last three financial years (2012-13,13-14, & 15-16)**
 2. **Average annual turnover of similar works in the last 3 financial years(2012-13, 2013-14 &2014-15) shall be at least for a value of (Rs. 26.89 L)**
 3. **During last seven (01.08.2008 to 31.07.2015) should have successfully completed works either Three similar works not less than (Rs. 35.85L)**
Or
Two similar works not less than (Rs.44.82 L)
Or
One similar work not less than (Rs. 71.70 L)
 4. **Latest Solvency certificate (obtained within last 6 months) from Nationalised /Scheduled Bank shall be at least for a value of (Rs.35.85 L)**

NOTE: The qualified contractors will be enlisted with BHEL, Trichy Civil Department as registered Contractors according the category & value of work on approval from competent authority

6. Tenderers have to quote itemised rate for items provided in the BOQ.
7. *The item rate offered is for finished item of works and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colonies, establishment, services, roads, revenue expenses, 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 can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. The contractor has to submit the service tax 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.
 The L1 position based on the quoted values (subject to calculations) excluding service tax, will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the service tax criteria for the vendors who had participated in the tender In case of non-applicability of service tax, the contractor has to submit a declaration along with the tender documents
- 8. New Taxes / Levies**
- In case the Government imposes any new levy / tax on the output service / goods / work after award of the contract, the same shall be reimbursed by BHEL at actual.
9. In case any new tax / levy / duty etc. becomes applicable after the date of Bidder's offer, the Bidder / Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same **before opening of Price Bid**. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
10. The work contract to be entered into with the successful tenderer will be governed by the BHEL Revised General Conditions of Contract in force.
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. The contractor shall strictly adhere to various labour laws in force.
14. Covered area for the purpose of office / rest room for the contract workers will be provided by BHEL at free of cost.
15. Water and electrical energy required for the work will be provided by BHEL at free of cost at the locations wherever possible.
16. 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,
17. 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.
18. 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.

19. 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.
20. 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.
21. 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.
22. For any item of work not covered in Bill of Quantities, the rate will be arrived at based on the conditions given in BHEL General Conditions of Contract in force.
21. **After award of work the contractor has to furnish the security deposit, as per Clause 13 of Tender Notice, attached in the Price Bid. Also it is to be noted that after award of work the contractor has to furnish 50 % of security deposit before the commencement of work.**
23. Bank Guarantee format for security deposit is enclosed in qualification bid to be used by the successful tenderer. The bank guarantee bond(BG) is to be submitted by the successful tenderer on non judicial stamp paper of Rs100/- and should be only from any one of the banks as per the list of consortium banks in India enclosed in the qualification bid.
24. **The tenderer has to ensure payment of Minimum Wages as per Tamil Nadu State Minimum Wages as applicable under law from time to time.**
25. **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.**

Unskilled Worker	Rs. 3200 per month
Semi-skilled Worker	Rs. 3700 per month
Skilled Worker / Supervisor	Rs. 4100 per month
26. **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.**
27. **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.**
28. **At present the Tamil Nadu State Government Minimum wages declared is enclosed for your reference (Ref. Page No.08). 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.**
29. 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.
30. 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.

31. 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.
32. All the consumables, Tools & Plants used in the work shall be of approved quality and will be subject to periodical inspection by BHEL officials.
33. 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.
34. The contractor has to carry-out the work in production shops without affecting the day-to-day production activities.
35. The contractor should record the entry of all machineries / materials at the security gate while bringing in for work.
36. 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.
37. 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).
38. The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
39. In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappali-14 shall be final and binding on the Tenderer / Contractor.
40. Any claim or dispute arising from the tender stage, till/after completion of the work under the terms and conditions stipulated in the tender document/contract agreement shall only be enforced or settled in the courts at Tiruchirappalli, TamilNadu only
41. BHEL reverses its right to reject any tender whose performance was not satisfactory in any other work / project of BHEL in India / Abroad.
- 42. No advance / mobilization advance will be given.**
43. 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.
44. 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.

45. 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.

46. 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.



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 14
HUMAN RESOURCE MANAGEMENT

CIRCULAR

No.BHE: HR: WEL: MW

Date: 26/03/2015

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.Z3/4053/2015 dated 11/03/2015 from the Commissioner of Labour, Chennai.600 006

Consequent upon the increase in Dearness Allowance payable under the Minimum Wages Act from Rs.4175.00 to Rs.4575.00 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 01/04/2015:

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.176.00	Rs.299.00	Rs.3690.00	Rs.4575.00	Rs.8265.00
2	Semi-Skilled Worker	Rs.133.00	Rs.176.00	Rs.309.00	Rs.3990.00	Rs.4575.00	Rs.8565.00
3	Skilled Worker	Rs.139.00	Rs.176.00	Rs.315.00	Rs.4170.00	Rs.4575.00	Rs.8745.00
4	Supervisor				Rs.3956.00	Rs.4575.00	Rs.8531.00

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)

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

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 enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. 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.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
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. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, **the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.**

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 finalization 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 ongoing 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 : Sweeping, Cleaning, Swabbing of shop floors, offices including all toilets, bathrooms, wash-basins, Tea-points, etc. at Building-24,79,53,OHS model center,RPS,ICT, FCB,CCDP,WRI, CRC and MD Hall, vehicle parking sheds etc. at outside factory peripheral area.
02. Estimated Cost : **Rs. 89.63 Lakh**
03. Earnest Money Deposit : **Rs. 1,50,000/-**
04. Completion Time : **TFIFTEEN (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 : **10.30 Hrs. on 11.12.2015**
07. Date of Qualification Bid Opening: **10.30 Hrs. on 11.12.2015**
08. Date of Price Bid opening : Will be intimated to those who are qualified Separately.
09. Maintenance Period : -

Tender document contains **95** pages in Qualification Bid and **29** pages in Price Bid including Bill of Quantities, Drawing etc.

Issued to Messrs. / Thiru :

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ISSUING OFFICER

Contractor

11

Accepting officer

INSTRUCTIONS TO TENDERERS

1. The tender is open to all Contractors. The Contractors not borne on the approved list of contractors of this organization must submit the following testimonials simultaneously with their tenders.
 - i. A Certificate to establish that the tenderer is an independent contractor working on his own
 - ii. At least two certificates from responsible Officers of Government of Firms of repute, regarding the tenderer's capacity to undertake and carryout the work tendered for or similar work satisfactorily.

NOTE :

- a) Copies of testimonials unless attested by a Gazetted Officer will not be accepted.
 - b) Non – Submission of the above testimonials simultaneously with the tenders may result in the tender being rejected
2. The tenders should be accompanied by a list of contracts already held by the contractor at the time of submitting the tender and giving the following particulars
 - a) Value of each contract
 - b) The balance value of work to be done on the same
 3. The tenderer is advised to obtain the tender documents in person or by a messenger duly authorized to do so. The BHARAT HEAVY ELECTRICALS LIMITED will not under any circumstances accept responsibility for the non – receipt of delay in the receipt of the tender documents by the tender.
 4. Rate for each item of the tender schedule should be quoted in FIGURES and in WORDS. In case of any difference in the rates quoted in figures and in words, the lower of the two rates will be taken as the tendered rate. Unit rate quoted shall be the basis for arriving the total value of the tender. The total amount for every item shall be arrived by multiplying the unit rate with the quantity indicated for that item. In case of any arithmetic deviation is noticed in the total amount, the same will be corrected and evaluated by taking unit rate as basis and multiplying with the quantity indicated.
 5. Rate quoted shall include all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax and any other taxes leviable under the State or Central Government rules. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect. *The item rate offered is for finished item of works and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colonies, establishment, services, roads, revenue expenses, 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 can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. The contractor has to submit the service tax 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.

The L1 position based on the quoted values (subject to calculations) excluding service tax, will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the service tax criteria for the vendors who had participated in the tender In case of non-applicability of service tax, the contractor has to submit a declaration along with the tender documents

6. Should a tender find discrepancies or omissions in the drawings or any of the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
7. Tenders submitted by post should be sent "Registered Post with Acknowledgement due". These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and time of opening, tenders are liable to be rejected.
8. Where the tender called for covers only the building work and excludes internal services such as sanitary and water supply installations, electrification etc., the building contractor will have to leave pockets, holes, etc., as required for other works and will have to phase his work to ensure smooth progress of the work of the other agencies also as directed by the Engineer – in – charge.
9. Where the tender schedule contains special items of work such special floor finishes, foam concrete for insulation, special water proofing treatment to roofs etc., it will be entirely at the discretion of the Project Authorities to allot these items of work to other contractors specialized in these works. In such cases, the main building Contractor will have to tender all necessary co-operation to the agencies involved so as to ensure the smooth progress of all work.
10. The contractor's responsibility under this contract shall commence from the date of receipt of the LOI by the tenderer. The scheduled period of completion for this work will be as mentioned above, and the Contractor will have to plan his work accordingly.
11. Generally, the maintenance period for any work under BHEL organization will be SIX (6) MONTHS.

12. Earnest Money Deposit:

Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. Shall also be furnished in the form of Pay Order or Demand Draft in favour of BHEL, EMD in any other form will not be accepted. The rate of earnest money deposit shall be as under:

Works costing up to Rs. 2 lakhs	NIL
Works costing more than Rs.2 lakh and up to Rs. 5 lakhs	Rs. 10,000/-
Works costing more than Rs.5 lakhs and up to Rs.10 lakhs	Rs. 20,000/-
Works costing more than Rs.10 lakhs and up to Rs.20 lakhs	Rs. 40,000/-
Works costing more than Rs.20 lakhs and up to Rs.30 lakhs	Rs. 60,000/-
Works costing more than Rs.30 lakhs and up to Rs.50 lakhs	Rs. 1,00,000/-
Works costing more than Rs.50 lakhs and up to Rs.100 lakhs	Rs. 1,50,000/-
Works costing more than Rs.100 lakhs	Rs. 2,00,000/-

One time EMD will also be Rs.2 Lakh.

EMD by the Tenderer will be forfeited if,

- a) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- b) The tenderer does not commence the work within the period as per LOI / Contract. In case the
- c) LOI / contract is silent in this regard then within 15 days after award of contract.
- d) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- e) EMD shall not carry any interest.

13. Should a tenderer or a contractor on the list of approved Contractors have a relative, or in the case of a firm or Company of contractors any of its shareholders or shareholder's relative, employed in a gazetted capacity in the Engineering Department of the Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender, may be disqualified or if such fact subsequently comes to light, the contract may be rescinded in accordance with the relevant provisions in the General Conditions of Contract.
14. If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancel such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character.
15. The Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contract concerned.
16. If the tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the Bharat heavy Electricals Limited, reserves the right to reject such tender at any stage.
17. Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
18. The expenses for completing and stamping the agreement shall be paid by the contractor.
19. The General and special conditions are complementary to each other and where they are in conflict the Special Conditions shall prevail. In regard to matters not covered by the General and Special Conditions of Contract, those contained in the Tamil Nadu Building Practice Standard Specifications or other specifications approved by the Bharat Heavy Limited, shall apply.
20. Tenderers shall not increase their quoted rate in case the Bharat Heavy Electricals Limited, negotiates for negotiation for reduction of rate. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rate originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
21. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
22. All contractors will have to produce Income tax Clearance Certificate from the Income Tax Officer concerned along with their tenders. Those Contractors whose income is not taxable will be required to give an affidavit of their income on the prescribed form. If the successful tenderer fails to produce the Income – tax clearance certificate within the stated period the Earnest Money Deposit and Security Deposit of the tenderer may be forfeited and the contract terminated.

TENDER NOTICE

NAME OF WORK: Sweeping, Cleaning, Swabbing of shop floors, offices including all toilets, bathrooms, wash-basins, Tea-points, etc. at Building-24,79,53,OHS model center,RPS,ICT, ,FCB,CCDP,WRI, CRC and MD Hall, vehicle parking shed etc. at outside factory peripheral area.

ESTIMATED COST:Rs. 89.63Lakhs + Applicable service tax

1. SEALED TENDERS for the above noted work are hereby invited from contractor experienced in works of similar kind and magnitude. Tenders will be received by **DGM / CIVIL / PLANNING / (F&T), 53 Building** Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014. Up to 10.30 hrs. on **11.12.2015** and will be opened on the same day at 10.30 hrs. at the Office of the **DGM / CIVIL / PLANNING / (F&T), Building 53**, in the presence of such of those tenderers. Or their agents who may choose to attend.
2. TENDER FORMS and other particulars regarding the proposed work can be obtained on any working day from 8.00 A.M. to 4.30 P.M. up to **10.12.2015** on payment of the prescribed sum of **Rs.750/-** per set (including Sales Tax) Amount non refundable.
3. TENDERS must be submitted in sealed covers and should be addressed to **DGM / CIVIL / PLANNING / (F&T), Building 53**, with full name and address of the tenderer and the name of work being noted on the cover
4. All entries in the tender documents should be in one ink. Erasures and over writings are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned.
5. TENDERERS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of Tender Documents including the drawings attached there to before submitting their tender.
6. UNIT rate should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule. These rates shall be for the finished work in site. Amount of each item and the total page by page and also the grand total amount of the whole contract should be filled in by the tenderers. Unit rate quoted shall be the basis for arriving the total value of the tender. The total amount for every item shall be arrived by multiplying the unit rate with the quantity indicated for that item. In case of any deviation is noticed in the total amount, the same will be corrected and evaluated by taking unit rate as basis and multiplying with the quantity indicated.
7. 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)
8. In quoting their rates, the tenderers are advised to take account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
9. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevalent conditions position of materials and labour, General and Special Conditions of Contract. Instructions to tenders, drawings and Specifications and all other documents which form part of the Agreements to be entered into.
10. The rate quoted in the tender shall remain valid for a period **THREE MONTHS** from the date of opening of tenders.

11. In the event of tender being submitted by firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned in the latter case a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
12. Every tender must be accompanied with EMD for the amount as mentioned in "Instruction to Tenderers". This Earnest Money will be refunded to the unsuccessful tenderers within fifteen days of finalization of the award of work. In case of the successful tenderer, the Earnest Money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause 16 of the General Conditions of Contract

NOTE: Cheques, Currency Notes and Money Orders will not be accepted in lieu of the deposit receipt referred to above.

13. Security Deposit

- 13.1. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Up to Rs. 10 lakhs	10%
Above Rs. 10 lakhs up to Rs.50 lakhs	Rs.1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.
Above Rs. 50 lakhs	Rs.4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

The security Deposit should be collected before start of the work from the contractor.

- 13.2. 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, KisanVikasPatras 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 subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- Viii) EMD of the successful tenderer shall 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.

14. Unless the contractor whose tender is accepted signs the Contract Agreements and makes the necessary security deposit specified in Para 13 above within Seven days of the date of the order directing him to do so the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of his tender withdrawn.
15. After tender opening if tenderer revokes his tender or increases his earlier quoted percentage rate or after acceptance of his tender does not commence the work in accordance with the instruction of the Engineer-in-charge, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
16. The Bharat Heavy Electricals Limited reserved the right to reject any or all the received or accept any tender or part thereof without assigning any reason thereof. In the case acceptance of part of tender, time for completion may also be reduced to the extent considered appropriate by the Accepting Authority.
17. Conditional and Un witnessed tenders, tender containing absurd rates and amounts tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
18. Tenders not submitted on the prescribed form are liable to be rejected
19. The work must be completed within a period as mentioned in Notice Inviting Tender.
20. The Chairman / General Manger / Deputy General Manager / Deputy Manager / Senior Engineer shall be Accepting Officer, herein after referred to as such for the purpose of this contract.
21. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
22. The tenderers are advised to go through the condition stipulated in Tender document & code of conduct for 'Health & Safety of Contract Labourer' in details. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be taken into account.

SCHEDULE 'A'

LIST OF WORKS AND PRICES

NAME OF WORK:

Sweeping, Cleaning, Swabbing of shop floors, offices including all toilets, bathrooms, wash-basins, Tea-points, etc. at Building-24,79,53,OHS model center,RPS, ICT, FCB,CCDP,WRI,CRC and MD Hall, vehicle parking sheds etc. at outside factory peripheral area.

DETAILS & QUANTITIES of each item of work shown in the BILL OF QUANTITIES are only approximate and the same is attached. 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) Rs. Ps.	Period of contract
1.	Sweeping, Cleaning, Swabbing of shop floors, offices including all toilets, bathrooms, wash-basins, Tea-points, etc. at Building-24,79,53,OHS model center,RPS,ICT,FCB,CCDP,WRI,CRC and MD Hall, vehicle parking sheds etc. at outside factory peripheral area.	Rs 89,63,096.00/- +Applicable service tax	15 (FIFTEEN) MONTHS

ANNEXURE TO SCHEDULE A

BILL OF QUANTITIES

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 05 PAGES.

FROM Page No. 19 to 23.

CONTRACTOR

18

ACCEPTING OFFICER

**BHEL / TRICHY-620 014
CIVIL ENGINEERING DEPARTMENT-FACTORY**

Name of work : Sweeping, Cleaning, Swabbing of shop floors, offices including all toilets, bathrooms, wash-basins, Tea-points, etc. at Building-24,79,53,OHS model center,RPS,ICT,,FCB,CCDP,WRI,CRC and MD Hall, vehicle parking sheds etc. at outside factory peripheral area.

BILL OF QUANTITIES

S. No	QTY	Description	Unit	Rate (Rs.P) (Both in Figures& in Words)	Amount Rs.P
01		Cleaning, washing and swabbing the following including the floor area dado etc. as per the frequency mentioned against each activity in Annexure-I 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	92,000	Water closet.	EACH TIME		
b	1,08,400	Wash basin	EACH TIME		

CONTRACTOR

19

ACCEPTING OFFICER

S.No	QTY	Description	Unit	Rate (Rs.P) (Both in Figures & in Words)	Amount (Rs.P)
c	88,500	Urinal	EACH TIME		
d	17,800	Wash trough	EACH TIME		
e	7,400	Bath room	EACH TIME		
f	10,700	Tea point	EACH TIME		
02		Sweeping, cleaning, washing and swabbing the following including the shop floors areas but excluding areas covered by machineries, furnaces, etc., as per the frequency mentioned against each activity in Annexure-II in all shop buildings, offices, staircases, swabbing of AC/PC rooms, conference halls, cobweb removal in office areas only cleaning of dining hall, etc. complete. After sweeping all the waste, dust, garbage, etc. to be disposed off to the nearby dustbins / dumping site as instructed by Engineer-in-charge. Payment will be made based on the actual quantum of 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, incidentals, etc. complete. Required quantity of water, power and storage room will be given by BHEL at free of cost.			

CONTRACTOR

20

ACCEPTING OFFICER

S.No	QTY	Description	Unit	Rate (Rs.P) (Both in Figures& in Words)	Amount (Rs.P)
a	2,52,70,000	Sweeping office area	100 sqm		
b	44,40,000	Sweeping shop floor area	100 sqm		
c	2,11,10,000	Sweeping and swabbing Air-conditioned / PC rooms and conference halls.	100 sqm		
d	9,98,000	Cob-web removal in office area only.	sqm		
03	12,90,000	Sweeping roads, car/scooter parking shed ,open spaces, back spaces between the blocks, roof terraces of building maximum elevation of 6 meters and other areas as identified and instructed by Engineer –in-charge. Rate includes labour, tools, brooms, malads, basket etc, sweeping and hand picking of debris, collecting and and dumping the debris in the nearby dust bin / earmarked areas etc. Complete. Sweeping has to be done as and when required; pay will be made only the areas where sweeping has done.	sqm		

S.No	QTY	Description	Unit	Rate (Rs.P) (Both in Figures & in Words)	Amount (Rs.P)
04	480	Labour charges for spraying chemicals for mosquito / cockroach control inside factory and also for fogging operation in the entire area. All as directed by the officer –in-charge. All the required chemicals, equipment's, machineries, etc. will be provided by BHEL at free of charges. The payment will be made based on the duration of the works done on hourly basis supported by log sheet maintained jointly.	Man Hour		
05	4,18,000	Sweeping, cleaning, washing and swabbing the auditorium (MD Hall) as per required frequency ,cleaning includes hall, stage, gallery front area, offices, staircases, and surrounding , swabbing, cobweb and dust removal as required. After sweeping all the waste, dust, garbage, etc. to be disposed off to the nearby dust bins / dumping site as instructed by Engineer-in-charge. Payment will be made based on the actual quantum of 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, incidentals, etc. complete. Required quantity of water, power will be given by BHEL at free of cost.	sqm		

CONTRACTOR

22

ACCEPTING OFFICER

S.No	QTY	Description	Unit	Rate (Rs.P) (Both in Figures& in Words)	Amount (Rs.P)
06		Disposal of dead animals including burying the animals at designated places in Factory complex (inside/outside) as directed by Engineer-in-charge. All the tools & plants, materials required are in the scope of contractor.			
a	15	Cattle	Each		
b	25	Dog, Monkey, Peacock, etc.	Each		
c	40	Rat, Cat, etc.	Each		
GRAND TOTAL					
(Rupeesonly)					

CONTRACTOR

ACCEPTING OFFICER

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 atleast seven days in advance of the actual requirement.
3. Issue of Stores is subject to 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 as soon as they are issued to him to the site of work at his own cost.
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	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
		NIL

SCHEDULE 'E'

LEAD STATEMENT

SI.No.	Name of Material	Name of Source	Lead Particulars both for Factory and Factory
1		NIL	

C.A.....Date

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

AUTHORITY TO TENDER

Tender Notice No.**TN No CF: TN: 009/15-16** Office of the
DGM/ CIVIL / PLANNING (F&T),
53 Building Ground Floor,
BHARAT HEAVY ELECTRICALS
LIMITED
TIRUCHY – 14.

Tender Schedule No.**TS No CF: TS: 037/15-16**

Item rate tenderfor work required in **Sweeping, Cleaning, Swabbing of shop floors, offices including all toilets, bathrooms, wash-basins, Tea-points, etc. at Building-24,79,53,OHS model center,RPS,ICT, FCB,CCDP,WRI,CRC and MD Hall, vehicle parking shed etc. at outside factory peripheral area.**

Messrs / Mr.
.....
.....of.....
.....

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), 53 Building Ground floor** Bharat HeavyElectricals Limited, Thiruverumbur, Tiruchirappalli – 620 014, **up to 10.30 hrs. on 11.12.2015**addressed to the **DGM / Civil / Planning(F&T),Building No.53 Ground floor**, BHEL. Tiruverumbur, Tiruchirapalli – 620 014 superscribing the name of work 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

.....

TENDER

To

DGM/ CIVIL / PLANNING (F&T), 53 Building Ground floor
Bharat Heavy Electricals Limited
Unit: Tiruverumbur
TIRUCHIRAPPALLI – 620 014.

I / We hereby offer to carryout the work of **Sweeping, Cleaning, Swabbing of shop floors, offices including all toilets, bathrooms, wash-basins, Tea-points, etc. at Building-24,79,53,OHS model center,RPS,ICT, FCB,CCDP,WRI,CRC and MD Hall, vehicle parking sheds etc. at outside factory peripheral area.**

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

1. Specifications (General &Particular)
2. Drawings
3. Schedule 'A', 'B', 'C', 'D' & 'E'
4. ~~Schedule of 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 & conditions contained or referred therein and as detailed in Schedule 'A' and Bill of Quantities annexure thereto and to carry out such deviations as may be ordered, vide conditions 6 of the BHEL Ltd., General Conditions of Contract up to a maximum of 20% of the tendered amount 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 sole discretion whose decision shall be final and binding.

WITNESS
Contractor

Signature of the

Date:

1.
2.

..... 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