

BHARAT HEAVY ELECTRICALS LIMITED
Corporate R&D. Vikasnagar; HYDERABAD-500093

CWC Department

ABSTRACT OF TENDER DETAILS

Name of Work: Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex
Tender Notice No.: CL 2020-21/0014 Date: 22/01/2021

S.No.	Description	Enclosure details
1.	Vendor/Firm Details :	
2.	Contact Person :	
3	Mobile No.	
4.	Email ID	
5.	Document cost	NIL
6.	EMD	(DD/receipt to be enclosed) YES/NO
7.	Experience Details	(Copies to be enclosed) YES/NO
8.	ESI Registration certificate	(Copies to be enclosed) YES/NO
9.	PF Registration Certificate	(Copies to be enclosed) YES/NO
10.	Labour License details (if applicable)	(Copies to be enclosed) YES/NO
11.	GST Registration details	(Copies to be enclosed) YES/NO
12.	PAN Card Details	(Copies to be enclosed) YES/NO
13	BHEL Vendor Code : (if available)	(Copies to be enclosed) YES/NO

Signature of the Contractor

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BHARAT HEAVY ELECTRICALS LTD
CORPORATE R&D, VIKASNAGAR,
HYDERABAD – 500 093.

TENDER NOTICE NO: CL 2020-21/0014 Dt. 22/01/2021

Sealed Tenders are invited by the AGM (CWC) from contractors experienced in similar work having valid PF No., PAN, ESI, GST, Labour License, for the following works to be taken up at BHEL, Corp. R&D, Division, Vikasnagar, Hyderabad-500 093, so as to reach the AGM (CWC) Office, BHEL R&D Division, Vikasnagar, Hyderabad-500 093 up to 12-00 hours on the date mentioned against the Tender which will be opened on the same day at 14-00 hours in the tender room (SANGAM) near CTS building.

Sl. No	Description of Work	Estimated Value Approx. ₹ Lakhs (Rounded off)	EMD (Rounded off) ₹	Cost of Tender document ₹	Date of tender opening	Period of completion
1	Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex	10.84lakhs	21690.00	0/-	06/02/2021	Two Months
	Taxes extra as applicable to be quoted					

Note:

1. Tenders received without EMD are liable for rejection.
2. Tender documents can be downloaded from www.bhel.com.
3. The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'rnd-eoffers@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered
4. The under signed reserves the right to reject any or all tenders or part thereof or to divide the work in to convenient group and award the work to more than one agency. The under signed also reserves the right to allow to Public Enterprises preference facilities as admissible under the existing policy.
5. Contractors engaged at BHEL R&D shall pay Earnest Money Deposit. EMD will neither be adjusted against their pending bills nor be transferred from one work to the other.
6. The contract agreement will be in the form prescribed by BHEL R&D.
7. In case date of opening happens to be a holiday or Sunday, tenders will be received and opened on the next working day.
8. **All contractors including those who are registered under MSME/NSIC have to pay EMD**
9. BHEL Reserves the right to carry out Independent verification of the documents submitted towards qualification of PQR. Contact details of the concerned persons are required to be submitted to enable the independent verification process. Non sharing of these details on account and/or no reply from the shared contacts may lead to disqualification on account of noncompliance of PQR terms.
10. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

Sd/-
AGM (CWC)



BHARAT HEAVY ELECTRICALS LTD
CORPORATE R&D, VIKASNAGAR,
HYDERABAD – 500 093.

TENDER NOTICE

1. Tender No. CL 2020-21/0014 Dt. 22/01/2021, Sealed Tenders are invited by AGM(CWC), Bharat Heavy Electricals Ltd., Corporate Research & Development Division, Vikas Nagar, Hyderabad-500093 (close to HAL Complex, Balanagar) upto 12:00 Hours on 22/01/2021 for the work of “Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex”
2. The CPWD Standard Specification and other documents relating to the contract such as additional specifications, drawing descriptive specification sheet regarding materials etc, can be seen on all working days between 8:30 AM and 12:30 PM in the Office of the AGM(CWC).

The Earnest money prescribed for this work may be offered in the following forms:

- a) Payment at BHEL R&D cash counter with debit card using the POS machine
- b) NEFT, credited to below BHEL account (before Tender opening)
in favour of Bharat Heavy Electricals Ltd

Bank Name: State Bank of India

Branch: BHEL R&D Complex; Vikas Nagar, Hyd.

A/C No: 10202162640 IFSC Code: SBIN0014622

- c) Pay Order / Demand Draft in favour of BHEL R&D along with the offer

Any corrigendum/ amendment / extension etc. will be communicated thru email only.

3. The Tenders will be opened by the AGM (CWC) Bharat Heavy Electricals Ltd., Corporate Research & Development Division on the date and at the place aforementioned. The Tenderers or their agents are expected to be present at the time of opening of the Tenders.
4. Tenders submitted shall be without any over writing or corrections. On opening the Tender BHEL shall attest over writings or corrections, if any, in the presence of the participant (parties) present at the time. The Tender should not be modified and shall be on prescribed form and obtained from the Office of the AGM (CWC).
5. Tenders must be submitted in sealed covers (one for each bid) addressed to AGM (CWC), Bharat Heavy Electricals Ltd, Corporate R & D, Vikasnagar, Hyderabad-500 093. The name of the Tender and the name of the work shall be indicated on the top of the cover/envelope.
6. If the Tender is made by an individual, it shall be signed with his full name and address. In case of a private firm/company, empowered officer/executive shall sign indicating his name, post and address. Documentary evidence shall be provided for his authority giving details of all the partners. If the tender is made by a corporation, it shall be signed by duly authorized Officer who shall produce satisfactory evidence of his authorization.
7. Each Tender must pay as Earnest Money, a sum of ₹ 21690.00 (Rupees Twenty One Thousand Six Hundred and Ninety Only as Earnest money deposit (EMD). The earnest money prescribed for this work may be offered in the form of EFT as per mode of payment at Sl.No.2 above.

Signature of Contractor

8. The Earnest Money will be retained in the case of the successful tenderer and will be converted to part of security Deposit for the due performance of the contract. EMD and SD will not carry any interest. Deposits will be dealt with as provided in the conditions attached to the tender.
9. The Earnest Money will be refunded to the unsuccessful/ technically rejected tenderer after the intimation of rejection.
10. The tenderer shall make himself or his representative available at the office of the AGM (CWC) for tender related clarifications as per written/oral intimation to him.
11. The successful tenderer shall make himself available at the office of AGM (CWC) for preparation of contract documents like contract agreement on written/oral intimation. Failure to do so shall entail forfeiture of the EMD.
12. EMD by the Tenderer will be forfeited as per Tender Document if:-
 - a) After opening the tender, the Tenderer revokes his tender within the validity period or increases his quoted rates.
 - b) The tenderer does not commence the work as per LOI/Contract schedule. In case the LOI/contract is silent in this regard then within 7 days after award of contract.
13. EMD shall not carry any interest.
14. EMD of the successful tender shall be converted and adjusted against the security deposit.
Note: Acceptance of Security Deposit against Sl. No.(iv) and (vi) above will be adjusted to Hypothecation or endorsement on the documents in favour of BHEL R&D. However, BHEL R&D 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 there with.
15. ₹ 21690.00 (Rupees Twenty One Thousand Six Hundred and Ninety Only) will be retained as EMD to keep the offer open for a period of 90 days from the date of opening of the tender; it being understood that the tender documents have been sold/issued to the tenderer and the tenderer is being permitted to Tender in consideration of the above stipulation on his part and that he shall not alter or modify the terms and conditions thereof in a manner not acceptable to AGM (CWC). Should the tenderer fail to observe or comply with the foregoing stipulation, the aforesaid EMD amount shall be liable to be forfeited.
16. Tenderer shall pursue carefully the instructions provided in 'Direction to Parties Tendering' and the conditions of the agreement form and all other relevant documents before tendering rates for the work. The approximate quantity of work to be executed under each class is given in Schedule-A. The quantities are given with a view to enable the tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that Bharat Heavy Electricals Limited does not accept any deviations (omissions, deductions, or additions) that may be made in the tender documents by the parties tendering.
17. AGM (CWC) reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.
18. The offer shall be valid for a minimum period of 90 days from the date of opening of the tender.
19. Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be 5% of the agreement value.
20. Security Deposit shall be refundable to the contractor in accordance with the terms of the contract mentioned below.

Signature of Contractor

Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex

21. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be recovered from payment/s due to the Contractor
22. If the contractor fails to deposit the required security deposit or commence the work within the period as per LOI/Contract. The EMD will be forfeited.
23. Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
24. The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.
25. Security Deposit may be furnished in any one of the following forms.
 - a. BHEL R&D cash counter with debit card using the POS machine
 - b. Pay Order / Demand Draft in favour of BHEL R&D.
 - c. Security available from Post Office such as National savings Certificate, Kissan Vikas Patras etc.(held in the name of the contractor furnishing the security and duly endorsed/hypothecated/pledged as applicable, in favor of BHEL.)
 - d. Bank Guarantee from schedules Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL R&D.
 - e. Fixed Deposit Receipt issued by scheduled Banks/Public Financial Institutions as defined in the companies Act. The FDR should be in the name of contractor, A/C BHEL R&D, duly discharge on the back.
 - f. Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the security deposit should be deposited before the start of the work and the balance 50% will be recovered from the running bills.
 - g. EFT as per mode of payment at Sl.No.3
26. The under signed reserves the right to reject any or all tenders or part there of or to divide the work in to convenient groups and award the work to more than one agency. The under signed also reserved the right to allow to public enterprises preference facilities as admissible under the existing policy.
27. **RISK PURCHASE:** BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation.
 - a) If at any time during the period of the contract, the bidder fails to tender all or any of the services required under the scope of work and the contract is unsatisfactorily in the opinion of BHEL, whose decision shall be final and binding on the bidder, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the bidder and also forfeit the security deposit.
 - b) To recover the dues from the bidder, from any payments due to the bidder under this or any other contract or from the Security Deposit.
 - c) To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract

I/We agree to above term and conditions.

Signature of Contractor

TECHNICAL BID

Tenders (Civil) Shall Be Submitted /Dropped In Tender Box
At Security Control Room

B H A R A T H E A V Y E L E C T R I C A L S L T D
CORPORATE RESEARCH& DEVELOPMENT DIVISION,
VIKASNAGAR, HYDERABAD-500 093

TEL : (040) 2388 2304
FAX : (040) 2377 0698 Telephone: 040-23882304
EMAIL: virendradixit@bhel.in

TENDER NOTICE NO.: CL 2020-21/0014 DATED:06/02/2021

- 1 Name of work : Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex
- 2 Earnest Money Deposit (EMD): ₹ 21690.00 (Rupees Twenty One Thousand Six Hundred and Ninety Only i.e 2% of estimate cost of ₹10.84lakhs)
- 3 Period of Completion: Two Months
- 4 Maintenance period: One year
- 5 Last date of receipt of tenders: 06/02/2021 (12:00Hrs)
- 6 Tender Opening Date/Time: 06/02/2021 (14:00 Hrs)
- 7 Cost of tender documents NIL

Name & Address of the contractor/Agency: -----

EMD PARTICULARS -----

Signature of Contractor

TENDERING PROCESS TECHNICAL- BID Contd.
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- A. Civil Tender box is located at Security Control Room for submitting Tenders.
- B. Tenders would be received in two-bid system/Open tender
1. Technical bid (First sealed envelope / cover) should contain All pages of the tender duly signed (including unpriced bid in Schedule – A) along with EMD and supporting documents
 2. Price bid(Second sealed envelope/cover)should contain only Price Bid Format with rates and prices.
 3. Envelopes should be super-scribed with “ CL 2020-21/0014 Dt.22/01/2021”

C. Tender opening

On the day of opening, only technical bids (first envelope) would be opened. The technical offers would be evaluated for compliance to technical requirements and terms and conditions of contract. Gaps if any would be clarified from the vendor during technical scrutiny. Un-acceptable offers would be rejected without any notice. On scrutiny and acceptance of the technical bids, price bids of accepted parties only, would be considered for opening. Date of opening of price- bids will be intimated to the qualified parties, separately.

The technical-bid consists of technical schedules requiring documentary proof. In case the contractor/agency has not satisfied all the conditions along with documentary proof, the tender will be rejected.

Technical and price bids must be in two separate covers, clearly marked as "Technical-bid" and "Price-Bid". The tender notice / item number for which offer is submitted shall also be clearly written on top of the covers. Common or mixed tenders (with both technical and price bids in one envelope technical-bid containing prices offered as in one part bid), if received will be REJECTED. The technical-bid shall also include un-priced price-bid to indicate true style in which price-bid has been submitted. All pages of the price-bid document shall be signed and stamped by the tenderer at the bottom of the page.

The tender documents can be downloaded from website, the tenderer shall pay EMD for item of work for which he is tendering

Signature of Contractor

TENDER NOTICE NO: CL 2020-21/0014 Dated 22/01/2021
Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex

TECHNICAL- BID Contd.

Name of the contractor:	
Name of work :	Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex
Tender Notice No & Date:	CL 2020-21/0014 DATED: 22/01/2021
Item No. :	
Details of DD / Cash / EFT / POS paid for tender documents	
DD / Cash / EFT / POS receipt No. (for EMD)	
DD / Cash / EFT / POS receipt No. (for cost of tender documents)	NIL
Particulars of experience/credentials:	
<p>Similar Experience- Experience of having successfully completed similar Civil works during last seven years ending previous day of last date of submission of application should be either of the following:</p> <p>a) Three similar completed works each of value not less than 40% (Rs 4,33,801.25) of estimated cost put to tender</p> <p>OR</p> <p>b) Two similar completed works each of value not less than 50% (Rs 5,42,251.57) estimated cost put to tender</p> <p>OR</p> <p>c) One similar completed works each of value not less than 80% (Rs 8,67,602.51) estimated cost put to tender</p> <p>d) Copy of completion/performance report from the organization where the work is executed is to be enclosed. Submission of Work Order copy alone is not adequate</p> <p>Similar Work means: All works related to: Civil Maintenance/ Renovation/ Refurbishment/ construction works are considered as similar work.</p>	
Average annual financial turn over during last 3 years, ending 31st March of the previous financial year, should be 30 % (Rs 3,25,350.94) of the estimated cost as mentioned against work in this notice.	Yes/No
Turn over- Previous year	₹
Turn over-1 year before previous year	₹
Turn over- 2 years before previous year	₹

TENDER NOTICE NO: CL 2020-21/0014 Dated 22/01/2021
Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex

IT Returns	Copy of Income tax returns for last Three years to be enclosed
ESI No. (Copy to be enclosed)	
PF-CODE No. (Copy to be enclosed)	
PAN No.(Copy to be enclosed) (in case not available, proof of having applied with acknowledgement from concerned authorities)	
GST No.(Copy to be enclosed) (in case applied for, proof of having applied with acknowledgement from concerned authorities).	

NOTE:

1. Tenders without PAN, PF No., ESI, GST, etc. will be rejected.
2. Technical-bids will be scrutinized on opening of Technical-bid. In case the agency has not satisfied all the above conditions with documentary proof the offer will be rejected and price- bid will not be opened.
3. In case of a registered firm, all the documents shall be in the name of the firm. However in case of sole proprietor or individuals, documents in favour of sole proprietor or individual is acceptable.
4. Tenderer presently working with BHEL R&D should submit requisite documents, even though such documents are submitted by them in previous contracts.
5. All the columns shall be filled with proper information.
6. The contractors are requested to sign on all pages in the documents.
7. **VALIDITY OF RATES:** The rates quoted should be valid for 90 days initially from the date of opening of the Techno-Commercial bid.
8. For this procurement ,Public Procurement (Preference to Make in India 2017), Order 2017 dated 15-06-2017 ,28-05-2018 and 29-05-2019 and Subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of this contract/ PO/ WO against this NIT.
9. BHEL R&D reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons thereof.
10. **Penalty: Time is the essence of the contract, if the contractor fails to complete the work within stipulated time; the contractor is liable to pay at a rate of 0.50 % per week or part thereof for the value of the undelivered portion of the contract value, subject to a maximum penalty of 10% of the contract value.**
11. If the agency fails to commence the work as requested by the department penalty of 0.5% on the gross value of work for weeks delay will be applicable. Penalty amount so determined along with GST if applicable thereon shall be recovered.
12. Payment terms: Three stage payment after completion of work within 30 days as below.
 - 1st payment – 45 % of the works (Performing the scope of the work for the first 48 m of the identified damaged compound wall)
 - 2nd payment – 30% of the works (Performing the scope of the work for the next 36 m of the identified damaged compound wall)
 - 3rd payment – 25 % of the works (Performing the scope of the work for the last 26 m of the identified damaged compound wall)

Vendor to indicate appropriate applicable HSN code for Goods as well as SAC for services based on Inter/Intra state. .In case the bidder has opted for composite GST scheme, the same may be stated explicitly in both and techno- Commercial & Price bids. BHEL will pay only basic price to the vendor and release the GST payment only when the proof of remittance is given.

We/ I agree to above conditions and certify that the particulars given are correct.

Signature of Contractor (S)

Seal
Date:

Tenderer And Contractor's Certificate

I / WE hereby declare that I have pursued in detail and examined closely the Central Public Works Department Detailed Standard Specifications and its addenda volume and also the BHEL General Conditions of Contract, I / WE agree to be bound by and comply with all specifications contained in CPWD Standard Specifications and BHEL General Conditions of Contract, for the various items of work specified in the "SCHEDULE – A" and the work as a whole.

I/WE hereby declare that I / WE shall pay the statutory minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any.

Signature of Contractor(S)

Date:

SEAL:

DIRECTIONS TO PARTIES TENDERING

1. Any variation in market prices for these materials shall not change the agreed contract value.
2. In event of issue of materials, other than those specified in contract, by BHEL (for unforeseen reasons) at the request of the contractor for completion of the work, the materials would be charged at prevailing market value or at procurement price plus 12.5% handling charges whichever is higher.
3. The tenderer shall examine carefully the CPWD Detailed Standard Specifications and also the relevant clauses of the Standard Preliminary Specifications, available at office of AGM (CWC), before submitting his tender unit rates for finished work in situ. The contractor is advised to purchase a book of CPWD Detailed Standard Specification for his reference. He shall also carefully study the drawings, additional specifications and all other documents which form part of the contract agreement.
4. Each tenderer must submit Annual IT –Return from income tax authority for past three years. In the case of proprietary or partnership firm it will be necessary to produce this certificate for the proprietor/s and for each of the partners as the case may be. All tenders received without a certificate as aforementioned will be summarily rejected.
5. Tenderer is expected to satisfy himself about the expected work, quantity and quality before quoting his rates by inspecting the site of the proposed work. He should also inspect the quarries and availability of materials. The best class of materials shall be used in proposed work. In every case, the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specifications or in the tender notice or as required by the AGM (CWC) shall be arranged by the tenderer. The material should be supplied to site after obtaining the approval from the Engineer In-charge. Attention of the contractor is directed towards the Standard 'Preliminary Specification' regarding payment of seignior age, tools etc.
6. Time shall be considered as essence of the contract. Date of commencement of this work will be the date on which the site (or premises) is handed over to the contractor.
7. The tenderer should quote his minimum rates for each item of the schedule . Quoted value should be written both in words and figures. In case of differences between quoted rate in figures and words, the lowest rate will be considered.
8. The enclosures/schedule accompanying the tender shall be written legibly, in English. No over writing, correction shall be made on documents. Unavoidable correction should be made by crossing out the wrong information the corrections shall be endorsed and dated. Alteration without authentication by the tenderer in (i) the agreement form; (ii) the conditions of agreement and (iii) the drawing or specifications accompanying the same will not be recognized if corrected without endorsement. Any such alterations found in the tender shall disqualify the tender for acceptance.
9. The Tenderer shall not include any additional condition.
10. The Tenderer shall sign on each page of the tender schedule.
11. Rates quoted shall be firm throughout the period of contract.
12. Sub-contracting the work as a whole is not permitted.
13. The contractor should ensure HSE management and qualified, experienced site staffs are available at all times during working hours for proper supervision to maintain the quality.
14. The tenderer should submit the following within a week from the receipt of this order:
 - a) BAR/PERT/CPM chart for the execution of the work
 - b) Man power employed with designation
 - c) Week wise mobilization of material, and machinery
 - d) Weekly progress report along with consumption of material.
15. The tender %age quoted by the contractor shall be inclusive of all taxes and duties other than GST as applicable from time to time.

Signature of Contractor(s)

TENDER NOTICE NO: CL 2020-21/0014 Dated 22/01/2021
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16. BHEL's General Conditions of Contract as enclosed shall apply for this work.
17. Income Tax will be deducted as applicable.
18. GST will be deducted as applicable.
19. CESS or any other taxes at specified rates will be deducted as implemented by the State/Central Government from time to time.
20. Discrepancy in words and figures
 - (a) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity) , the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
 - (c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored
21. SITE VISIT:
 - a. Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures & practices. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work
 - b. The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
 - c. The Bidder should inform the BHEL at least 2 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require , etc.
 - d. In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL

I/We agree to above term and conditions.

Signature of Contractor(s)

DATE:
SEAL:

TENDER FOR THE WORK

I/We _____

Do hereby tender to execute works of the under mentioned description and in accordance with the conditions noted below in consideration of payment being made for the quantity of work actually executed at the respective rates specified in Schedule 'A' here to.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the CPWD Detailed Standard Specifications and the clauses of the Preliminary Specifications/BHEL General Conditions of Contract and that I/We have made such examination of the contract documents and of the specifications, etc. and of the location where the said work is to be done and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us thoroughly understand the intention of the same and the requirements, convenient agreements, stipulations and restrictions; and distinctly agree that I/We will not hereafter make any claim or demand upon the BHEL, based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, convenient, agreements, stipulations, restrictions and conditions”.

I/We enclose an income tax verification certificate _____

_____/_____
_____ I /We have already produced an income tax verification certificate during the current calendar year in respect of (here particular of the previous occasion on which the certificate was produced should be given).____

I/We agree to keep the tender open for acceptance for Ninety (90) days from the date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to BHEL.

After the tender is accepted, if I/We fail to commence the execution of the works as provided in the conditions, I/We agree that BHEL shall without prejudice to any of their right or remedy, be at liberty to forfeit the said earnest money.

Signature of Contractor (S)

Address:

DATE :

SEAL:

AGREEMENT

M/s Bharat Heavy Electricals Limited (a Government of India Undertaking) a Company incorporated under the Companies Act.1956, having its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 through its Unit/Division at Corporate Research & Development Division, Vikasnagar, Hyderabad-500 093 hereinafter called “the Company” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and as signs herein after called First Party) of one part and -----
----- (hereafter called the contractor) of second part.

Whereas M/s Bharat Heavy Electricals Limited having placed Work order, vide **LO No. ----**
----- (hereinafter called “Contract”) for the work -----
----, site at Vikasnagar, Hyderabad-93 of Bharat Heavy Electricals Limited, Corporate Research and Development Division, situated approximately 9 KMs west of Secunderabad City, more particularly described in the schedule including drawings and specification attached herewith on
----- “Contractor”) and the said contract made for the above said work.
“Contractor”) and the said contract made for the above said work.

AND WHEREAS the contractor has agreed to the retention by the first party of the Security Deposit of ₹ ----- (Rupees -----);
i.e. 5% of the agreement value Rs. -----) paid by him when he submitted his tender as part of the security for the due fulfillments of the contract to the satisfaction of the first party.

And whereas the contractor has also perused the copy of the Central Public Works Department Standard Specifications and addenda volume, BHEL General Conditions of contract maintained in the Engineer/Manager (Civil)’s office and is bound by all the standard specifications for items of work described by a standard specifications numbers in “Schedule-A” and by all the conditions and clauses of the standard preliminary specifications detailed in the agreement.

And whereas the contractor has agreed to execute upon and subject to the conditions set forth in standard specification indicated in Schedule-A and in the standard preliminary specifications and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as the said conditions) , the work shown upon the drawings and described in the said specifications and set forth in Schedule-A as the probable quantities and comply with all terms and conditions as per NIT.

Now these presents witness that in consideration of the “Schedule- A” as also of agreement of good and faithfully service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulations herein after expressed.

Now it is hereby agreed as follows:

1. That the contract shall come into force with effect from the date on which the agreement is signed or the effective date of award of work. The Contract shall be for a period of ----- from the actual commencement date as stipulated herein.
2. That it is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party, will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the contractor either of part or future compensation shall remain unaffected.
3. That notwithstanding anything mentioned earlier by either party, only the conditions included in the NIT and Agreement shall prevail.
4. That the expenses of completing and stamping the agreement shall be paid by the contractor.
5. The decision of the Company whether any default has been occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/or to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making

Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex
any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on, irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any court, Tribunal or Arbitration proceedings or before any other Authority. In addition, the Contractor is also liable for legal action by the company for civil and or criminal consequences.

6. For Violation of terms and conditions of contract, 30 days' notice will be given for termination of contract.
7. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to the interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by notice in writing to the other party refer such dispute or difference to the Sole Arbitrator of the person appointed by the competent authority of BHEL in accordance with Arbitration and Conciliation Act 1996 or the amendments made thereof and the rules thereunder. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
8. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.
9. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Hyderabad, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
10. The award given by the arbitrator is binding on both parties.
11. This Agreement shall be governed by, interpreted and construed in accordance with laws of India applicable therein, other than rules governing conflicts of laws. The parties irrevocably attorn to the jurisdiction of the court of Hyderabad.
12. The contractor will be responsible for complying with all the relevant statutory provisions under various Labour Laws viz., Contract Labour (Regulation & Abolition) Act 1970 Minimum Wage Act 1948, Employees Provident Funds and Misc. Provisions Act 1952, ESI Act 1948, Payment of Bonus Act, 1965, Workmen's Compensation Act 1923 and other relevant Acts. Further in case BHEL R&D as principal employer has to pay any amount to any agency for non-fulfillment of any of the provisions of the above referred Act, I/We authorize BHEL R&D to deduct the amount from my/our bills or I/We, will pay the amount of BHEL R&D.
13. The Contractor shall provide all necessary tools, applicators, device, equipment and supplies for the performance of its services under this Contract. Such tools, applicators, device, equipment and supplies must be at all times kept in good working order.
14. The Contractor shall be solely responsible and indemnify the BHEL R & D against all charges, dues, claim etc arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
15. The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable directions for undertaking the contractual obligation.
16. Maintenance of discipline of work by the labor is sole responsibility of the contractor and any dereliction to the this effect may amount to termination of contract which is to the contractor's liability.
17. Force majeure, like natural calamities duration of period of delay of work shall be considered as per the extant guidelines issued by Central/State Government/Civil Authorities on such occasions .

Signature of Contractor

DATE :

For and on behalf of, BHEL

SEAL:

ACCEPTING OFFICER

WITNESSES: 1.
: 2.

TENDER NOTICE NO: CL 2020-21/0014 Dated 22/01/2021
Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex

BHARAT HEAVY ELECTRICALS LIMITED
CORP RESEARCH & DEVELOPMENT DIVN
VIKASNAGAR :: HYDERABAD 500 093

SCHEDULE.A

UNPRICED PRICE BID

Name of the work: Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex

Sl.no	Description of Item of work	Quantity	Unit	Rate Rs./unit	Amount Rs.
1	Demolishing brick work manually/ by mechanical means including stacking of serviceable materials and disposal of unserviceable material within 50 metres lead made in cement mortar.(97)	91.62	Cu.m	566.60	51911.89
2	Dismantling the damaged barbed wire or flexible wire rope in fencing including making rolls and stacking within 50 metres. lead etc., complete. (174) without cost of Cement/steel(0.00)	63.17	Kg.	10.15	641.18
3	Demolishing stone rubble masonry in cement mortar manually/ by mechanical means including stacking of serviceable materials and disposal of unserviceable material within 50 metres lead.(98) without cost of Cement/steel(0.00)	101.88	Cu.m	676.05	68875.97
4	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.13)	179.01	Cu.m	101.75	18214.27
5	Surface dressing of the ground including removing vegetation and inequalities not exceeding 150 mm deep and disposal of rubbish, lead upto 50m. and lift upto 1.5m. in all kinds of soils .(1) without cost of Cement/steel(0.00) 2.28/75	1140.00	Sq.m	9.35	10659.00
6	Earth work excavation by mechanical means (Hydraulic excavator) / manual means over areas in foundation exceeding 30cm in depth.1.50 m in width or 10 sq.m on plan including dressing of the sides and ramming of bottoms, lift upto 1.50 m including getting out the excavated soil and disposal of surplus soil as directed within a lead of 50m in all kinds of soils.(2) without cost of Cement/steel(0.00) 2.6.1/72	148.50	Cu.m	129.35	19208.48
7	Providing and laying in position cement concrete of mix 1:4:8(1 cement: 4 coarse sand: 8 graded stone aggregate 40mm nominal size) excluding the cost of centering , shuttering all works up to plinth level. Cement will be FREE supply(19) without cost of Cement/steel(170.00) 4.1.8/85	9.90	Cu.m	2615.80	25896.42
8	Coursed rubble stone masonry (second sort) with hard stone in layers with suitable bond stone at 1 m intervals in each course in cement mortar 1:6 (1 cement:6 coarse sand) in basement or super-structure. Cement will be FREE supply.(38) without cost of Cement/steel(75.00) 7.7/119	87.36	Cu.m	2824.00	246704.64
9	Labour charges for CRS masonry with hard stone in foundation with cement motor (1:6) (without cement and rubble)	62.64	Cu.m	1970.13	123408.94

Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex

10	Pointing on stone work with cement mortar 1:3 (1cement :3 fine sand) in raised and cut pointing in all levels and heights . Cement will be FREE supply.(86) without cost of Cement/steel(2.35)	100.80	SQ.M	188.34	18984.67
11	Brick masonry in cement mortar 1:6(1 cement: 6 coarse sand) using of Machine moulded brick displayed in office or equivalent quality as directed by the engineer-in-charge in all floors and basement. Cement will be FREE supply.(40) without cost of Cement/steel(62.50) 6.4.2/109	78.33	Cu.m	3516.78	275469.38
12	18mm thick cement plaster in two coats under layer 12mm thick cement plaster 1:5(1 Cement :5 Coarse sand) and a top layer 6mm thick cement plaster 1:3 (Cement : 3 Fine sand) finished rough with sponge (Cement will be Free supply) (8.13)	630.48	Sq.m	151.50	95517.72
13	Providing and laying in position cement concrete of 1:2:4 (1 cement :2 coarse sand: 4 graded stone aggregate 20mm nominal size) excluding the cost of centering , shuttering All works up to plinth level. Cement will be FREE supply.(20) without cost of Cement/steel(320.00)	3.38	Cu.m	2674.05	9038.29
14	Supply, fabrication and erection of sturctural steel welded in built up angles sections, trusses and framed work including, cutting, hoisting, fixing in position and applying a pring coat of approved steel primer all complete.(59) without cost of Cement/steel(0.00)	522.00	Kg	66.50	34713.00
15	Fencing with angle iron post placed at required distance embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be truted on both sides and end post on one side only and provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per 100 m (minimum), between the two posts fitted and fixed with G.I.(125) without cost of Cement/steel(0.00)	672.00	R.M	11.60	7795.20
16	Finishing walls with Acrylic Smooth exterior paint of required shade for New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/ 10 sqm)	722.28	Sq.m	67.50	48753.90
17	Applying and painting with acrylic emulsion paint of approved brand & to give an even shade on new work two or more coats over a coat of cement primer of approved brand.(93) without cost of Cement/steel(0.00)	22.50	Sq.m	60.25	1355.63
18	Washed stone grit plaster on exterior walls height upto 10 metre above ground level, in two layers, under layer 12 mm cement plaster 1:4 (1 cement : 4 coarse sand), furrowing the under layer with scratching tool, applying cement slurry on the under layer @ 2 Kg of cement per square metre, top layer 15 mm cement plaster 1:1/ 2:2 (1 cement: 1/2 coarse sand : 2 stone chipping 10 mm nominal size), in panels with groove all around as per approved pattern, including scrubbing and washing the top layer with brushes and water to expose the stone chippings ,complete as per specification and direction of Engineer-in- charge. Without cost of cement and steel.	69.00	Sq.m	316.89	21865.41
19	Forming groove of uniform size in the top layer of washed stone grit plaster as per approved pattern	102.00	Metre	24.10	2458.20

- Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex using wooden battens, nailed to the under layer, including removal of wooden battens, repair to the edges of panels and finishing the groove complete as per specifications and direction of the Engineer-in-charge for a size of 20mm wide and 15mm deep groove. Without cost of cement and steel
- | | | | | | |
|----|---|------|------|---------|---------|
| 20 | Providing and fixing 18mm thick gang saw cut mirror polished premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Cement will be FREE supply (73). Without cost of Cement /Steel (12.42)) | 1.00 | SQ.M | 3030.96 | 3030.96 |
|----|---|------|------|---------|---------|

Total estimated value work Rs.1084503.14

N o t e	1. The bidders are required to quote their offer on percentage (%) basis at excess or less or on par (0%) with Total estimate value (to be treated as 100%) in figures and words in one of the rows given below. 2. Only One of the Rows below are to be filled in % only else the offer will be rejected 3. EVALUATION OF PRICE BID: A single percentage (%) must be quoted for all categories mentioned in the price bid Proforma as the job would be awarded to one or more successful tenderer as per NIT criteria i. Price bid evaluation will be made on the basis of % quoted by bidder. ii. In case more than one agency becomes L1 by quoting same value, further sealed quotations will be called for, from those L1 agencies only to decide final agency with further lowest rates. No agency shall quote more than his original tender value, while re-quoting. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers".		
	Tender %	In figure	In Words
	Excess		
	Less		
	Estimated		

Quote taxes (GST) _____ (%) Extra as applicable (maybe quoted separately for Material/Service if required)

Signature of Contractor(s)

ISSUE OF STORES TO THE CONTRACTOR

SNo	Particulars	Unit	Issue Rate
			Rupees
1.	Cement non-refundable bags	M.T.	FREE
2.	Mild steel rounds all diameters	M.T.	FREE
3.	Tor steel/Ribbed steel all diameters	M.T.	FREE

- A. The materials listed above will be issued from BHEL/R&D/Stores. It will be the responsibility of the contractor to submit his demand for stores in writing at least seven days in advance of the actual requirement.
- B. Issue of all stores is subject to the extent of their availability at the place of issue noted above. The Contractor should make his own arrangements for any or all of the materials shown above in case the BHEL desires so. The contractor shall not be entitled to any claim or compensation for non-supply of the materials or delay in the supply of stores under any circumstances.
- C. The materials will be issued only during the working hours on Tuesday and Friday. The Contractors shall have to transport them to site of work at his own cost as soon as these are issued to him.
- D. Where cost of stores issued, if any, is recoverable from the contractor, recoveries will be made from the running bills for the gross quantity issued and not on actual consumption on the basis of the net measured quantity on finished work.
- E. The contractor shall, from time to time, render proper accounts of all materials issued to him by BHEL. If contractor fails to do so, no further issued of the materials will be made to him and he shall be held responsible for any delay in the execution of the work which may occur on this account.
- F. Only Cement, Mild Steel & Tor-Steel 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 part or whole of the item issued to him as above.
- G. All surplus materials whether issued free of cost or on cost or on cost recovery basis are to be returned to the BHEL stores in good Condition. Quantities of materials consumed in excess of the actual requirement shall be charged for at punitive rates as listed below.
 The decision of the Engineer/Manager (Civil) as to the extent to which materials have been rendered surplus have been consumed in excess of the actual requirements shall be final and binding on the contractor.

Signature of Contractor

H. CEMENT:

For the purpose of determining the actual requirement of cement, the theoretical consumption of cement as per CPWD norms shall be considered by the Engineer/Manager (Civil). As per CPWD norms the following are the variation allowed in Cement consumption.

A > Work costing upto ₹ 2,00,000-00	: +/-5%
B > Work Costing from ₹ 2,00,000-00 to ₹5,00,000-00	: +/-4% C
> Work costing above ₹ 5,00,000-00	: +/-3%

STEEL:

Steel will be issued by weight duly weighing at Store as stocked by Bharat Heavy Electricals Ltd., The surplus steel is represented by the difference between the quantity received and the quantity required and utilised on the work with an allowance of 5% towards scrap. The contractor will be responsible for removal of scrap from the site in good time as Directed by the Engineer/Manager (Civil). The cut pieces retained as scrap shall be short than one metre in length.

Any variation in weight of steel issued should be brought to the notice of the Engineer/Manager (Civil) without any delay in writing for consideration.

PUNITIVE RATE FOR EXCESS/SHORT CONSUMPTION

1. CEMENT	₹ 7600-00 per M.T
2. MILD STEEL	₹ 4600-00 per Quintal
3. TOR STEEL	₹ 4650-00 per Quintal

Signature of Contractor

SCHEDULE 'C'

SERVICES VIZ, WATER & LIGHTING TO THE CONTRACTOR

1. WATER:

Water required for construction purpose shall be supplied by Bharat Heavy Electricals Limited. The supply will be made at convenient point to be determined by the AGM (CWC) and contractor has to make his own arrangements to distribute the water to places where required including cost of providing and fixing water meters. The charges for the consumption of water will be as under, where meters could not be provided by the contractor and prior permission for the same was obtained in writing from Manager (Civil).

- | | |
|---|-------|
| i) On the water consumed items of the work of periodical maintenance of buildings | 0.25% |
| ii) On the water consumed items of the road works | 0.75% |
| iii) On the water consumed items of the other Civil Works | 1.00% |

2. POWER:

Electric power, if required, will be supplied at a convenient metered point, to be selected by Engineer- in-Charge Any extensions required will have to be arranged by the contractor himself. Energy consumed will be metered and charged at ₹ 8.00 (Rupees Eight only per unit).

Signature of Contractor

SCHEDULE 'D'

TOOLS AND PLANT TO BE HIRED TO THE CONTRACTOR

(See Conditions 14 & 34A)

Sl. No.	Particulars	Number available	Hire charges per Unit per Working day ₹	Frequency of maintenance	+value per unit	place of issue	Number required by
1	2	3	4	5	6	7	8

Signature of Contractor_____

Date:_____

Signature of Issuing Officer_____

Date:_____

Note:

1. The tenderer shall indicate in column 8 the number required by him subject to the maximum indicate in column 3.
2. Column 6 is not to completed if condition 34 A committed from the General Condition of Contract.

SPECIAL CONDITIONS OF CONTRACT

- 1 THAT the contractor shall undertake to maintain the following registers as per prescribed Proforma
 - 1.1 Register of workmen (Form xiii)
 - 1.2 Muster Roll (Form xvi)
 - 1.3 Wages Register (Form xvii)
 - 1.4 Leave Register
 - 1.5 Register of Over time and deductions
- 2 THAT the company after proper checking of the bills submitted by the said contractor will pay to him during the progress of the said work, at the said contract rates and agreed terms of payment, a sum as determined by the company in respect of the work executed by the contractor.
- 3 THAT the contract shall come into force with retrospective effect from the date on which the letter accepting the tender (letter of Intent) has been communicated to the said contractor.
- 4 THAT whenever under this contract or otherwise any sum of money shall be recoverable from or payable by the contractor the same may be deducted in the manner as set out in the conditions of contract as aforesaid.
- 5 THAT all charges on account of Octroi, Terminal and Sales-Tax other duties on materials obtained for the works shall be borne by the said contractor.
- 5.1 It is also agreed between parties that the second party to the contract will ensure adherence to all statutory requirements under the State Rules in respect of service conditions for the employment of contract labour. The second party also hereby undertakes to get himself licensed from the appropriate authority as a contractor in accordance with A.P. Contract Labour (R&A) Rules, 1971. It is understood by the second party that for this agreement to be effective, the prime condition is his fulfilling the condition being licensed as a contractor under the state Legislation and the continuance of the agreement is subject to his sustained ensurance of the agreement is subject to his sustained endurance of fulfillment of all statutory requirements including those contained in Labour Commissioner's Notification No.8385/79 in respect of employment conditions for contract labour and payment of wages as specified by the State Government. Further as and when there are changes in the service conditions/wages rates for contract labour, as notified by the State Labour Department, the same will be implemented even if the said modification is given at any time after the conclusion of the Agreement. Any violation in respect of absorbance of statutory requirement under the contract Labour (Regulation and Abolition) Act 1970, will make the Agreement liable for immediate termination in regard to paid holidays, the contractor will observe BHEL list of holidays as notified from time to time.
- 5.2 The Contractor shall ensure abidance by all the labour laws especially including contract Labour (R&A) Act, payment of wages, Workmen's Compensation Act, Minimum wages Act, as amended from time to time.
- 5.3 The contractor will obtain a separate provident fund code for his establishment and ensure implementation of provident fund Act in the case of all eligible employees and in the process shall conform to all the stipulated conditions under the PF Act and rules framed there under.
- 5.4 Notwithstanding clause (c) above in case of any financial loss incurred by the company on account of the contravention of the provident fund regulations or any regulation of rules touching the same by the contractor, the contractor shall undertake to indemnify the company to the extent of the loss incurred by the company.

Signature of Contractor

- 6 THAT the contractor shall be solely responsible for the safety and good conduct of the staff employed/ deputed by him at site. BHEL shall not have any obligation toward compensation or otherwise towards any incident, mishap etc.
- 7 Contractor shall ensure Personal Accident Insurance policy of Contract Workers.
- 8 THAT it is agreed between the parties that the non-exercise of any of the powers conferred on the Authorities of the company, will not in any manner constitute waiver of the conditions here to contained in those presents and the liability of the said contractor either of past or future compensation shall remain unaffected.
- 9 Any claim or dispute arising under the terms of this document shall only be enforced or settled at any courts located at Hyderabad / Secunderabad / Ranga Reddy only.
- 10 THAT the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, Corporate R&D Division Hyderabad-500 093 (Telangana State).
- 11 Recruitment, Conduct and loss (if any) of the contractor's personnel:
The contractor's employees should be loyal and obedient to their employer and BHEL. If BHEL's dealing Executive finds that the contractor's employees are not loyal and obedient & their conduct is found to be bad based on supporting evidence like continuous absenteeism, coming in inebriated condition, behaving rudely and being abusive, idling and not performing their work, not present in their work area continuously etc., contractor should replace such of their employees with persons having equal experience and skill with prior approval of BHEL dealing executive and HR / IR in line with the contract.
- 12 "The payments to be made to employees of contractor should be paid in first week of every month, by contractor. The contractor should not depend on payments from BHEL for the above payments".

13. Compensation Clauses

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) *Victim: Any person who suffers permanent disablement or dies in an accident as defined below.*
- b) *Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.*
- c) *Compensation in respect of each of the victims:*
- (i) In the event of death or **permanent disability** resulting from **Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)***
- (ii) In the event of **other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh)***
- d) *Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act. 1923."*

Signature of Contractor

GST CLAUSES:

The following to be mentioned under Separate Head: Taxes & Duties- GST Clauses in the NIT.

- a) In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of time line prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- c) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
- d) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- e) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
- f) Invoice should mention GSTIN of BHEL R&D as mentioned in PO/LO

Corporate R&D GST Registration numbers: GST compliant invoice shall mention the GST registration number of Corporate R&D: 36AAACB4146P1ZG
- g) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- h) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.

Signature of Contractor

Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex

AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS

(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

Vendor Code (to be filled by BHEL)

Type of Request (Tick one)	NEW	CHANGE
1 Company Name		
2 Address		
3 City with PIN Code		
4 State		
5 PAN Number		
6 TIN/ VAT No.		
7 CST No.		
8 Service Tax No.		
9 Name of Contact Person		
10 Mobile number		
11 Ph. no. with STD Code		
12 Fax No. with STD Code		
13 Email ID		
14 Website (URL)		

BANK DETAILS FOR EFT / RTGS

1	Bank Name	
2	Branch Branch	
3	Code	
4	Branch Address Branch	
5	Phone No Account No.	
6	Account Type: SB/ Current/ other	
7	(Specify) MICR Code	
8	IFSC Code	
9		

I, as an authorized representative / owner of the above named company, hereby state as under:

1. Enclosed here with a cancelled cheque in support of our company's bank details.
2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
4. I hereby certify that the particulars given above are true, complete and correct.
5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Date :

Authorised Signatory

Designation :

Company Seal

TENDER NOTICE NO: CL 2020-21/0014 Dated 22/01/2021
Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex
BHARAT HEAVY ELECTRICALS LIMITED
CORP RESEARCH & DEVELOPMENT DIVN SCHEDULE.A
VIKASNAGAR :: HYDERABAD 500 093

PRICE BID

Name of the work: Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex

Sl.no	Description of Item of work	Quantity	Unit	Rate Rs./unit	Amount Rs.
1	Demolishing brick work manually/ by mechanical means including stacking of serviceable materials and disposal of unserviceable material within 50 metres lead made in cement mortar.(97)	91.62	Cu.m	566.60	51911.89
2	Dismantling the damaged barbed wire or flexible wire rope in fencing including making rolls and stacking within 50 metres. lead etc., complete. (174) without cost of Cement/steel(0.00)	63.17	Kg.	10.15	641.18
3	Demolishing stone rubble masonry in cement mortar manually/ by mechanical means including stacking of serviceable materials and disposal of unserviceable material within 50 metres lead.(98) without cost of Cement/steel(0.00)	101.88	Cu.m	676.05	68875.97
4	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.13)	179.01	Cu.m	101.75	18214.27
5	Surface dressing of the ground including removing vegetation and inequalities not exceeding 150 mm deep and disposal of rubbish, lead upto 50m. and lift upto 1.5m. in all kinds of soils .(1) without cost of Cement/steel(0.00) 2.28/75	1140.00	Sq.m	9.35	10659.00
6	Earth work excavation by mechanical means (Hydraulic excavator) / manual means over areas in foundation exceeding 30cm in depth.1.50 m in width or 10 sq.m on plan including dressing of the sides and ramming of bottoms, lift upto 1.50 m including getting out the excavated soil and disposal of surplus soil as directed within a lead of 50m in all kinds of soils.(2) without cost of Cement/steel(0.00) 2.6.1/72	148.50	Cu.m	129.35	19208.48
7	Providing and laying in position cement concrete of mix 1:4:8(1 cement: 4 coarse sand: 8 graded stone aggregate 40mm nominal size) excluding the cost of centering , shuttering all works up to plinth level. Cement will be FREE supply(19) without cost of Cement/steel(170.00) 4.1.8/85	9.90	Cu.m	2615.80	25896.42
8	Coursed rubble stone masonry (second sort) with hard stone in layers with suitable bond stone at 1 m intervals in each coarse in cement mortar 1:6 (1 cement:6 coarse sand) in basement or super-structure. Cement will be FREE supply.(38) without cost of Cement/steel(75.00) 7.7/119	87.36	Cu.m	2824.00	246704.64
9	Labour charges for CRS masonry with hard stone in foundation with cement motor (1:6) (without cement and rubble)	62.64	Cu.m	1970.13	123408.94
10	Pointing on stone work with cement mortar 1:3 (1cement :3 fine sand) in raised and cut pointing in	100.80	SQ.M	188.34	18984.67

Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex

	all levels and heights . Cement will be FREE supply.(86) without cost of Cement/steel(2.35)				
11	Brick masonry in cement mortar 1:6(1 cement: 6 coarse sand) using of Machine moulded brick displayed in office or equivalent quality as directed by the engineer-in-charge in all floors and basement. Cement will be FREE supply.(40) without cost of Cement/steel(62.50) 6.4.2/109	78.33	Cu.m	3516.78	275469.38
12	18mm thick cement plaster in two coats under layer 12mm thick cement plaster 1:5(1 Cement :5 Coarse sand) and a top layer 6mm thick cement plaster 1:3 (Cement : 3 Fine sand) finished rough with sponge (Cement will be Free supply) (8.13)	630.48	Sq.m	151.50	95517.72
13	Providing and laying in position cement concrete of 1:2:4 (1 cement :2 coarse sand: 4 graded stone aggregate 20mm nominal size) excluding the cost of centering , shuttering All works up to plinth level. Cement will be FREE supply.(20) without cost of Cement/steel(320.00)	3.38	Cu.m	2674.05	9038.29
14	Supply, fabrication and erection of structural steel welded in built up angles sections, trusses and framed work including, cutting, hoisting, fixing in position and applying a pring coat of approved steel primer all complete.(59) without cost of Cement/steel(0.00)	522.00	Kg	66.50	34713.00
15	Fencing with angle iron post placed at required distance embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be truted on both sides and end post on one side only and provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per 100 m (minimum), between the two posts fitted and fixed with G.I.(125) without cost of Cement/steel(0.00)	672.00	R.M	11.60	7795.20
16	Finishing walls with Acrylic Smooth exterior paint of required shade for New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/ 10 sqm)	722.28	Sq.m	67.50	48753.90
17	Applying and painting with acrylic emulsion paint of approved brand & to give an even shade on new work two or more coats over a coat of cement primer of approved brand.(93) without cost of Cement/steel(0.00)	22.50	Sq.m	60.25	1355.63
18	Washed stone grit plaster on exterior walls height upto 10 metre above ground level, in two layers, under layer 12 mm cement plaster 1:4 (1 cement : 4 coarse sand), furrowing the under layer with scratching tool, applying cement slurry on the under layer @ 2 Kg of cement per square metre, top layer 15 mm cement plaster 1:1/ 2:2 (1 cement: 1/2 coarse sand : 2 stone chipping 10 mm nominal size), in panels with groove all around as per approved pattern, including scrubbing and washing the top layer with brushes and water to expose the stone chippings ,complete as per specification and direction of Engineer-in- charge. Without cost of cement and steel.	69.00	Sq.m	316.89	21865.41
19	Forming groove of uniform size in the top layer of washed stone grit plaster as per approved pattern using wooden battens, nailed to the under layer, including removal of wooden battens, repair to the	102.00	Metre	24.10	2458.20

Reconstruction of a part of damaged compound wall of the BHEL R&D lab complex

edges of panels and finishing the groove complete as per specifications and direction of the Engineer-in-charge for a size of 20mm wide and 15mm deep groove. Without cost of cement and steel

20	Providing and fixing 18mm thick gang saw cut mirror polished premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Cement will be FREE supply (73). Without cost of Cement /Steel (12.42))	1.00	SQ.M	3030.96	3030.96
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Total estimated value work Rs.1084503.14

N o t e	4. The bidders are required to quote their offer on percentage (%) basis at excess or less or on par (0%) with Total estimate value (to be treated as 100%) in figures and words in one of the rows given below. 5. Only One of the Rows below are to be filled in % only else the offer will be rejected 6. EVALUATION OF PRICE BID: . A single percentage (%) must be quoted for all categories mentioned in the price bid Proforma as the job would be awarded to one or more successful tenderer as per NIT criteria i. Price bid evaluation will be made on the basis of % quoted by bidder. ii. In case more than one agency becomes L1 by quoting same value, further sealed quotations will be called for, from those L1 agencies only to decide final agency with further lowest rates. No agency shall quote more than his original tender value, while re-quoting. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers".		
	Tender %	In figure	In Words
	Excess		
	Less		
	Estimated		

Quote taxes (GST) _____ (%) Extra as applicable (maybe quoted separately for Material/Service if required)

Signature of Contractor(s)