

**TENDERS 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 R & D DIVISION, VIKASNAGAR
HYDERABAD-500093**

TEL : (040) 2388 2110 & 2388 2339

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EMAIL: gowtamb@bhelrnd.co.in

TENDER NOTICE NO.: CL/09/11-12 DATED: 28-09-2011

- | | |
|--|--|
| 1 Name of work: | Providing New CC Road at UHV Lab in BHEL R&D Lab complex. |
| 2 Earnest Money Deposit (EMD): | Rs.20,000.00 |
| 3 Time of completion: | One (1) Month |
| 4 Maintenance period: | 12 Months |
| 5 Last date of receipt of tenders: | 15/11/2011 14.30 Hrs) |
| 6 Tender Opening Date/Time: | 15/11/2011 (14.45 Hrs) |
| 7 Cost of tender documents (Including S.T.): | Rs.300.00 |

Name & Address of the contractor/Agency:

:
EMD PARTICULARS -----

TENDERING PROCESS

- A. Tender box is kept at Security Control Room for receiving Tenders.

- B. Tenders would be received in two-part system.
 - 1. **Technical bid (First sealed envelop / cover)**
 - 2. **Price bid (Second sealed envelop / cover)**

- C. Tender opening

On the day of opening, only technical bids (first envelop) 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 technically qualified 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 with 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/ item number for which offer is submitted shall also be clearly written on the top of the covers. Common or mixed tenders (with both technical and price bids in one envelop or 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.

In case of tender application and tender documents downloaded from website, the tenderer shall pay cost of tender documents and EMD for item of work for which he is tendering, separately by means of **two separate Demand Drafts** (in favor of **Accounts Officer, BHEL R&D Vikasnagar, Hyderabad 500 093**) one towards cost of tender documents and second towards EMD. Both DD's shall be enclosed along with the Technical-bid. Demand drafts issued latest on last date of receipt of tenders will be accepted.

TECHNICAL- BID

(First Three pages along with necessary Documents and EMD should be submitted as Technical Bid)

Name of the contractor:	
Name of work :	
Tender Notice No & Date:	
Item No. :	
Details of DD/Cash paid for tender documents	
DD / Cash receipt No. (for EMD)	
DD / Cash receipt No. (for cost of tender documents)	
Particulars of experience/credentials:	
Completion certificate for same nature of job during the last three years (at least one work) valued at >50 % of estimated value.	
Turnover (>50 % of Estimated Value, EV) in any year of previous 3 years for each item of work.	
Civil Contractor Class Registration: With Local PWD/ CPWD/ Railways/ MES / Any Unit of BHEL and other PSU in Hyderabad (Certificate copy to be enclosed)	
ESI NO. (Copy to be enclosed)	
PF-CODE NO. (Copy to be enclosed)	
PAN NO. (in case not available, proof of having applied with acknowledgement from concerned authorities)	
Service Tax No.	
APGST/VAT/TIN NO. (incase applied for, proof of having applied with acknowledgement from concerned authorities).	

NOTE:

1. Tenders without PAN, PF No., APGST/VAT/TIN etc will be rejected.
2. Technical-bids will be scrutinised on opening of Technical-bid. Incase, 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. Incase 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 favor of sole proprietor or individual would be 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. **Penalty:** At a rate of 0.50 % of the contract value per week will be levied subject to a maximum penalty of 5 % contract value.
8. **BHEL reserves the right to go in for Reverse Auction. All bidders must explicitly give their consent for reverse auction along with their technical bid. Modalities will be informed separately.**

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

Signature of Contractor/s

Seal

Date:

TENDER DOCUMENT

TENDER NOTICE .CL/09/11-12 DATED :28-09-2011
NO.

DATE & TIME OF CLOSING OF SALE OF 14/11/2011 13 : 00 HRS
TENDER DOCUMENTS

DATE & TIME OF OPENING TENDER 15/11/2011 14 : 45 HRS

COST OF TENDER DOCUMENT : Rs.300.00

EARNEST MONEY DEPOSIT (EMD): Rs.20,000.00

NAME OF WORK : **Providing new CC road at UHV Lab in BHEL R&D Lab complex.**

ISSUED TO: _____

DATE: -----

EMD PAID VIDE DD/ CR/ BC/ NO:

Rs:

TENDER POSITION:

CLX:

DATED:

FMX



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

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ISSUING OFFICER



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

TENDER NOTICE

1. NO.CL/09/11-12, dated 28-09-2011, Sealed Tenders are invited by DGM (PROJECTS), Bharat Heavy Electricals Ltd., Corporate Research & Development Division, Vikasnagar, Hyderabad-93 up to 14-30 Hours on 15-11-2011 for the work of

Providing new CC road at UHV Lab in
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 9:00 AM and 1:00 PM in the Office of the DGM (PROJ).
3. Tender forms and other particulars regarding the proposed work can be obtained at the office of the DGM (PROJ) on any working day from 9:00AM to 1:00 PM up to 09/11/2011 on payment of the prescribed sum of Rs.300.00 (Rs. Three hundred only) per set, not refundable.
4. The Tenders will be opened by the DGM (PROJ) 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.
5. 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 as issued from the Office of the DGM (PROJ).
6. Tenders must be submitted in sealed covers (one for each bid) addressed to DGM (PROJ), Bharat Heavy Electricals Ltd, Corporate R&D, Vikasnagar, Hyderabad-500593. The Tender Notice No. and the name of the work shall be indicated on the top of the cover/envelop.
7. If the Tender is made by an individual, it shall be signed with his full name and address. Incase 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.
8. Each Tenderer must pay a sum of Rs.20,000/- (Rs. Twenty thousand Rupees Only) as Earnest money deposit (EMD). The earnest money prescribed for this work may be offered in the form of a Pay order or demand Draft, drawn in favour of Account Officer BHEL R&D, Vikasnagar, Hyderabad -500 093.
9. The Earnest Money will be retained in the case of the successful tenderer and can 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.

10. The Earnest Money will be refunded to the unsuccessful/ technically rejected tenderer after the intimation of rejection.
11. The tenderer shall make himself or his representative available at the office of the DGM (PROJ) for tender related clarifications as per written/oral intimation to him.
12. The successful tenderer shall make him self available at the office of DGM (PROJ.) for preparation of contract documents like contract agreement on written/oral intimation. Failure to do so shall entail forfeiture of the EMD.
13. EMD by the Tenderer will be forfeited as per Tender Document if:
 - i)After opening the tender, the tenderer revokes his tender within the validity period or increased his quoted rates.
 - ii)The tenderer does not commence the work the period as per LOI/Contract. In case the LOI/contract is silent in this regard then within 15 days after award of contract.
14. 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.
15. DGM (PROJECTS) reserves the right to reject any tender or part thereof or all the tenders with out assigning any reasons thereof.
16. Tenders offering a percentage deduction or increase on the estimate amount and those not submitted in proper form or in due time will be rejected.
17. The offer shall be valid for a minimum period of 90 days from the date of opening of the tender.
18. Security Deposit shall 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

19. The Security Deposit should be deposited before the start of the work by the contractor.
20. Security Deposit may be furnished in any one of the following forms.
 - a. Cash (as permissible under the Income Tax Act)
 - b. Pay Order, Demand Draft in favour of BHEL R&D.
 - c. Local cheques of schedule banks subject to realization.
 - d. Security available from Post Office such as National savings Certificate, Kissan Vikas Patras etc.
 - e. Bank Guarantee from schedules 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 from of security. The Bank Guarantee format should have the approval of BHEL R&D.

- f. 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.
- g. 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.

21. 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 therewith.

Security Deposit shall be refundable to the contractor
in accordance with the terms of the contract mentioned below.

The 50% Security Deposit will be released along with final bill, balance will be released after 12 (Twelve) Months maintenance period.

22. Rs.20,000/- (Rupees Twenty thousand 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 DGM (PROJ.) Should the tenderer fail to observe or comply with the foregoing stipulation, the aforesaid amount of Rs. 20,000/- (Rupees Twenty thousand only) shall be liable to be forfeited.
23. 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.
24. BHEL reserves the right to go in for Reverse Auction. All bidders must explicitly give their consent for reverse auction along with their technical bid. Modalities will be informed separately.

ISSUING OFFICER

I/We agree to above term and conditions.

AUTHORISED OFFICER (CONTRACTOR)



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

TENDER NOTICE NO: CL/09/11-12 Dt. 28/09/2011

Sealed Tenders are invited by the DGM (PROJ.) from the reputed contractors experienced in similar work having valid PF No., ESI, Labour License from Central Govt. and registered with local PWD, CPWD, Railways, MES, BHEL, for the following works to be taken up at BHEL, Corp. R&D, Division, Vikasnagar, Hyderabad-500 093, The Tenders are to be submitted in the Projects department, Tender Box placed at security control room, up to 14-30 Hours and will be opened at 14-45 hours in the tender room (SANGAM) near CTS building, on the dates mentioned below:

Sl. No	Description of Work	Estimated Value (Lakhs)	EMD Rs.	Cost of Tender document, Rs.	Period of sale of tender document	Date of tender Submission/opening	Period of completion
1	Providing new CC road in BHEL R&D complex	9.48	20,000.00	300.00	20-10-11 to 14-11-11	15-11-11	1 Month

Note:

1. Tenders received without EMD are liable for rejection.
2. Tender documents can be obtained, on the dates mentioned, from the office of the DGM (PROJ) BHEL (R&D) Division, Vikasnagar, Hyderabad-500 093 during office hours on submission of application with proof of experience and copies of registration certificates, PF No. ESI, Sales Tax, service tax registration etc. Labour license shall be available and shall be produced prior to contract agreement.
3. The cost of tender documents will not be refunded and tenders are not transferable under any circumstances.
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. **Crossed demand drafts/Cash** for issue of tender documents shall be sent to the **Accounts Officer, BHEL Corp. R&D Division, Vikasnagar, Hyderabad-500 093.** Cash may be remitted at our cash counter between 12.30 hours to 14.00 hours.
6. 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.
7. The contract agreement will be in the form prescribed by BHEL R&D.
8. In case date of opening happens to be a holiday or Sunday, tenders will be received and opened on the next working day.
9. Penalty: At a rate of 0.50% of the contract value per week will be levied subject to a maximum penalty of 5% of contract value of the pending work on schedule completion date.

Sd/-
DGM (PROJECTS)

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. A list of materials proposed to be supplied by the BHEL along with the place and the prices at which they are proposed to be supplied is given in Schedule-B. TENDERER MUST ACCEPT THESE MATERIALS AT THE SPECIFIED PRICES AND QUOTE FOR FINISHED WORK ACCORDINGLY.
2. Any variation in market prices for these materials shall not change the agreed contract value.
3. 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.
4. The tenderer shall examine carefully the CPWD Detailed Standard Specifications and also the relevant clauses of the Standard Preliminary Specifications, available at office of DGM (PROJ), 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.
5. 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.
6. 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 DGM (PROJ) 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 seigniorage, tools etc.
7. Time shall be considered as essence of the contract. The rate of progress as indicated in Annexure-C shall be maintained. Date of commencement of this programme will be the date on which the site (or premises) is handed over to the contractor.
8. The tenderer should quote his minimum rates for each item of the schedule (in Rupees and paisa). Specific rate for each item shall be offered. The rates shall not be mixed or compounded. The units and rates should be written both in words and figures.

9. 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.
10. Rates quoted shall be exclusive of applicable taxes, octroi, transport etc.
11. ALL taxes, octroi charges, transport etc shall be quoted separately.
12. BHEL's General Conditions of Contract as enclosed shall apply for this work.
13. Income Tax will be deducted as applicable.
14. Sales Tax will be deducted as applicable.
15. CESS or any other taxes will be deducted as implemented by the State/Central Government from time to time.
16. Service tax, if applicable will be reimbursed on production of proof of payment.

ISSUING OFFICER

I/We agree to above term and conditions.

AUTHORISED OFFICER (CONTRACTOR)

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' hereto.

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 assigns herein after called First Party) of one part and M/s _____ situated at _____ (here after called the contractor) of second part.

Whereas M/s Bharat Heavy Electricals Limited having placed Work order, vide LOI No. _____ (hereinafter called "Contract") for the work _____ at BHEL R&D lab complex, site at Vikasnagar, Hyderabad-93 of Bharat Heavy Electricals Limited, Corporate Research and Development Division, situated approx 9 KMs west of Secunderabad City, more particularly described in the schedule including drawings and specifications attached herewith on M/s _____ (hereinafter called the "Contractor") and the said contract made for the above said work.

AND WHEREAS the contract interalia provides that the contractor furnish to the Company a sum of Rs. _____ (Rupees _____ only) towards Security Deposit for due and faithful performance of the contract in the form and manner specified therein.

And whereas the contractor has agreed to the retention by the first party of the Security Deposit of Rs. _____ (RS. _____ only) 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 Senior Engineers 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 the rate of progress, noted at Annexure-C.

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 hereinafter expressed.

Now it is hereby agreed as follows:

1. That the contract shall come into force with effect from _____ the date on which the site or premises was handed over to the contractor.

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 any thing 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 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. In the event of any dispute or difference between the parties while executing the contract, the same will be referred to the Arbitrator agreed upon by the both parties.
8. The award given by the arbitrator is binding on both parties.
9. The jurisdiction of courts for any claims is within in Hyderabad/Secunderabad.
10. 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.

SIGNATURE OF CONTRACTOR

DATE :

SEAL :

WITNESSES: 1.

2.

for and on behalf of,
Bharat Heavy Electricals Limited

ACCEPTING OFFICER



SCHEDULE – 'B'

ISSUE OF STORES TO THE CONTRACTOR

SN	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 at 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 which listed below.

The decision of the Sr. 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.

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 Sr. Engineer. As per CPWD norms the following are the variation allowed in Cement consumption.

A > Work costing up to Rs. 2,00,000-00 : +/-5%

B > Work Costing from Rs. 2,00,000-00 to Rs.5,00,000-00 : +/-4%

C > Work costing above Rs. 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 utilized on the work with an allowance of 5% towards scrap. This scrap will be the property, of the contractor, who will be responsible for their removal from the site in good time as Directed by the Sr. Engineer. The cut pieces retained as scrap shall be short than one meter in length.

Any variation in weight of steel issued should be brought to the notice of the Engineer-in-charge without any delay in writing for consideration.

PUNITIVE RATE FOR EXCESS / SHORT CONSUMPTION

1. CEMENT	Rs. 4,600-00 per M.T
2. MILD STEEL	Rs. 44,000-00 per M.T
3. TOR STEEL	Rs. 44,000-00 per M.T

SIGNATURE OF CONTRACTOR(S)

ACCEPTING OFFICER

SCHEDULE 'C'

SERVICES VIZ, WATER & LIGHTING TO THE CONTRACTOR

1. WATER:

Water required for construction purpose shall be supplied by Bharat Heavy Electricals Limited. And charged at Rupees two per thousand gallons. The supply will be made at convenient point to be determined by the DGM (PROJ) 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 Dy. Manager,

i) On the total value of periodical maintenance items of buildings	0.25%
ii) On the valued of road works	0.75%
iii) On the total value of other Civil Works	0.50%

Note: In respect of items (I) & (ii) only items where water is consumed on the works will be considered for arriving at the total value.

In respect of item (ii) the value of works of picking metal, earth work and asphalting will be excluded from the total value of road work.

2. POWER:

Electric power, if required, will be supplied at a convenient metered point, to be selected by Engineering (I/C). Any extensions required will have to be arranged by the contractor himself. Energy consumed will be metered and charged at Rs. 5.50 (Rupees five and paise fifty only per Unit).

SIGNATURE OF CONTRACTOR(S)

ACCEPTING OFFICER

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 Rs.	Frequency of maintenance	+value per unit	place of issue	Number required by
1	2	3	4	5	6	7	8

Signature of Contractor _____

Signature of Issuing Officer _____

Date: _____

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.
- 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 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.
- 8 Any claim or dispute arising under the terms of this document shall only be enforced or settled at any courts located at Hyderabad / Secunderabad / Rangareddy only.
- 9 THAT the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, Corporate R&D Division Hyderabad-500 093 (Andhra Pradesh)

CONTRACTOR (S)

ACCEPTING OFFICER