

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

CWC Department

ABSTRACT OF TENDER DETAILS

Name of Work: Architectural/Interior design consultancy for ED's office modification
Tender Notice No.: CL 2019-20/0002 Date: 15/04/2019

S.No.	Description	Enclosure details
1.	Vendor/Firm Details :	
2.	Contact Person :	
3	Mobile No.	
4.	Email ID	
5.	Document cost	NIL
6.	EMD	Nil YES/NO
7.	Experience Details	(Copies to be enclosed) YES/NO
8.	GST Registration details	(Copies to be enclosed) YES/NO
9.	PAN Card Details	(Copies to be enclosed) YES/NO
10.	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 2019-20/0002 Dt. 15/04/2019

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. Rs. L (Rounded off)	EMD (Rounded off) Rs.	Cost of Tender document Rs.	Date of tender opening	Period of Completion
1	Architectural/Interior design consultancy for ED's office modification	1.20L	00/-	0/-	30/04/2019	One Month
	Taxes extra as applicable to be quoted					

Note:

1. EMD is Nil for this tender.
2. Tender documents can be downloaded from www.bhel.com.
3. 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.
4. The contract agreement will be in the form prescribed by BHEL R&D.
5. In case date of opening happens to be a holiday or Sunday, tenders will be received and opened on the next working day.
6. 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.
7. The tender is subject to attached RA terms.

Sd/-
AGM (CWC)



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

TENDER NOTICE

1. Tender No. CL 2019-20/0002 Dt. 15/04/2019, 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 30/04/2019 for the work of “Architectural/Interior design consultancy for ED's office modification”
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).

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 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 Rs. 00/- (Rupees Nil) as Earnest money deposit (EMD).

Signature of Contractor

Architectural/Interior design consultancy for ED's office modification

8. 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.
9. 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.
10. The offer to remain 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)
11. 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.
12. AGM (CWC) reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.
13. 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.
14. The offer shall be valid for a minimum period of 90 days from the date of opening of the tender.
15. Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be 5% of the agreement value.
16. Security Deposit shall be refundable to the contractor in accordance with the terms of the contract mentioned below. The Security Deposit should be deposited before the start of the work by the contractor.
17. SD will not carry any interest. Deposits will be dealt with as provided in the conditions attached to the tender.
18. 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 scheduled 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

Signature of Contractor

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.
- h. BHEL R&D cash counter with debit card using the POS machine
 - i. Pay Order / Demand Draft in favour of BHEL R&D.
 - j. 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.)
 - k. Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL R&D.
 - l. 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.
 - m. 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.
 - n. EFT as per mode of payment at Sl.No.3
21. 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.
22. **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 2019-20/0002 DATED:15/04/2019

- 1 Name of work : Architectural/Interior design consultancy for ED's office modification
- 2 Earnest Money Deposit Rs. 00/- (Rupees Nil)
(EMD):
- 3 Time of Completion: One month
- 4 Maintenance period: One Year
- 5 Last date of receipt of tenders: 30/04/2019 (12:00Hrs)
- 6 Tender Opening Date/Time: 30/04/2019 (14:00 Hrs)
- 7 Cost of tender documents NIL

Name & Address of the
contractor/Agency:

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 supporting documents
 2. Price bid(Second sealed envelope/cover)should contain only SCHEDULE–A with rates and prices.
3. Envelopes should be super-scribed with “ CL 2019-20/0002 Dt.15/04/2019”

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,

Signature of Contractor

TECHNICAL- BID Contd.

Name of the contractor:	
Name of work :	Architectural/Interior design consultancy for ED's office modification
Tender Notice No & Date:	CL 2019-20/0002 DATED: 15/04/2019
Item No. :	
Particulars of experience/credentials:	
1. Similar Experience- Experience of having successfully completed similar Civil/Architectural Consultancy works during last seven years ending previous day of last date of submission of application should be either of the following : a) Three similar completed works each of value not less than 40% of estimated cost put to tender OR b) Two similar completed works each of value not less than 50% estimated cost put to tender OR c) One similar completed works each of value not less than 80% estimated cost put to tender 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	
Average annual financial turn over during the last 3 years, ending 31 st March of the previous financial year, should be 30% of the estimated cost as mentioned against work in this notice.	Yes/No
Turn over- Previous year	Rs.
Turn over-1 year before previous year	Rs.
Turn over- 2 years before previous year	Rs.
Relaxation of Norms for Startups	The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time.

TENDER NOTICE NO: CL 2019-20/0002 Dated 15/04/2019
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BHEL reserves the right to go for reverse auction. All bidders must explicitly give their consent for reverse auction along with their technical bid. Modalities will be informed separately.	
IT Returns	Copy of Income tax returns for last Three years 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, 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. For this procurement ,Public Procurement (Preference to Make in India 2017), Order 2017 dated 15-06-2017 and 28-05-2018 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.
8. BHEL R&D reserves the right to reject t or cancel the tender at any stage of the tender process without assigning any reasons thereof.
9. 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 % of the contract value per week, subject to a maximum penalty of 10% of the contract value.
10. Payment terms: Single Payment after the submission of drawings and report and work completion certificate by BHEL Engineer I/C within 30 days.

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. The rate of progress as indicated in Annexure-C shall be maintained. Date of commencement of this program 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 (in Rupees and paise). 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. 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. Rebate quoted on overall offer is liable for rejection.
16. Rates quoted shall be exclusive of applicable taxes, Octroi, transport etc.
17. ALL taxes, Octroi charges, transport etc., shall be quoted separately.

Signature of Contractor(s)

18. BHEL's General Conditions of Contract as enclosed shall apply for this work.
19. Income Tax will be deducted as applicable.
20. GST will be deducted as applicable.
21. CESS or any other taxes at specified rates will be deducted as implemented by the State/Central Government from time to time.
22. 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
23. 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 M/s _____situated at _____(hereafter 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 Township, 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 specifications attached herewith on M/s _____ (herein after called the "Contractor") and the said contract made for the above said work.

AND WHEREAS the contract inter-alia 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 there in.

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 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.

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 site or premises was handed over to the contractor.

Signature of 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 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 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.
11. Force majeure, like natural calamities duration of period of delay of work shall be considered.

Signature of Contractor

DATE :

SEAL:

WITNESSES: 1.

2.

For and on behalf of,
Bharat Heavy Electricals Limited

ACCEPTING OFFICER

UNPRICED PRICE BID

SCHEDULE-A

Name of the work: Architectural/Interior design consultancy for ED's office modification

Sl. no	Description of Item of work	Quantity	Unit	Rate (Rs./Unit)		Amount (Rs.)
				In figures	In words	
1	Detailed Scope of work: Scope includes following list of works to transform the Executive director,s office of approximate 250 Sq.m area(Size about 13m X 19m) to a modern corporate office with contemporary aesthetic look 1. Conceptualization of ED office interior wtih a modern corporate look that includes planning interior spaces with partitioning for Executive Director, secretaries, Pragati Hall, Waiting lounge area and ancillary spaces. 2. Design and detailing of the office layout with ceiling treatment and finishes, wall finishes & decor, floor patterns/design and finishes, furniture layout with workstation cubicles and board room seating, air conditioning/HVAC layout. 3. Design and detailing of the joinery such as Doors, Windows & Ventilators. 4. Reflected ceiling plan with lighting fixtures layout, electrical layout, and false ceiling details such as cove lighting etc., where neccessary. 5. Development of 3D views & Renders to explain the design and ambience. 6. Detailed specification/Brand selection of the materials to be used for execution of design. 7. This includes 5(Five) site visits by the consultant or representative at various stages of work Deliverables: 1. 5(FIVE) sets of good for construction drawings in hardcopy and softcopy in CD. 2. All interior drawings in 1:50 scale, enlarged detailing in 1:2 of 1:5 where applicable, joinery details in 1:20. Suitable scale may be used on case basis. 3. Duration for above work and submission of deliverables is 30(Thirty) days	1	Lum psu m			

TOTAL AMOUNT Rs.

Quote taxes (GST) _____ (%) Extra as applicable (maybe quoted separately for each item if required)

Signature of Contractor (S)

PRICE BID

SCHEDULE-A

Name of the work: Architectural/Interior design consultancy for ED's office modification

Sl. no	Description of Item of work	Quantity	Unit	Rate (Rs./Unit)		Amount (Rs.)
				In figures	In words	
1	Detailed Scope of work: Scope includes following list of works to transform the Executive director,s office of approximate 250 Sq.m area(Size about 13m X 19m) to a modern corporate office with contemporary aesthetic look 1. Conceptualization of ED office interior wtih a modern corporate look that includes planning interior spaces with partitioning for Executive Director, secretaries, Pragati Hall, Waiting lounge area and ancillary spaces. 2. Design and detailing of the office layout with ceiling treatment and finishes, wall finishes & decor, floor patterns/design and finishes, furniture layout with workstation cubicles and board room seating, air conditioning/HVAC layout. 3. Design and detailing of the joinery such as Doors, Windows & Ventilators. 4. Reflected ceiling plan with lighting fixtures layout, electrical layout, and false ceiling details such as cove lighting etc., where neccessary. 5. Development of 3D views & Renders to explain the design and ambience. 6. Detailed specification/Brand selection of the materials to be used for execution of design. 7. This includes 5(Five) site visits by the consultant or representative at various stages of work Deliverables: 1. 5(Five) sets of good for construction drawings in hardcopy and softcopy in CD. 2. All interior drawings in 1:50 scale, enlarged detailing in 1:2 of 1:5 where applicable, joinery details in 1:20. Suitable scale may be used on case basis. 3. Duration for above work and submission of deliverables is 30(Thirty) days	1	Lum psu m			

Total Amount Rs. _____

Quote taxes (GST) _____ (%) Extra as applicable (maybe quoted separately for each item if required)

TOTAL AMOUNT in Rupees

(in figures and words)in rupees:

GST AMOUNT:

GRANDTOTAL AMOUNT including GST amount:

(In figures and words)

Signature of Contractor (S)

Reverse Auction (RA) Terms and Conditions

1(a) BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer

for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

(b) Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

(c) The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

(d) If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

(e) If reverse auction process is unsuccessful, sealed envelope price bids of all the techno commercially qualified bidders shall be opened and the tender shall be processed accordingly. However, the envelope sealed bid(s) of techno- commercially acceptable bidder(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.

DATE :

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

ANNEXURE for RA

Authorization of representative who will participate in the online Reverse Auction Process;

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

Director/CMD/Partner/Proprietor

SPECIAL CONDITIONS OF CONTRACT

- 1 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.
- 2 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.
- 3 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.
- 4 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.
- 4.1 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.
- 4.2 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

- 5 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.
- 6 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.
- 7 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 Reddyonly.
- 8 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. The Unit head of BHEL Corp. R&D, may reject any person employed by the contractor and shall advice the contractor to cease to employ such person forthwith. The decision of Unit head of BEHL Corp. R&D, is final regarding removal or employment of a person, but the same shall be enforced only after mutual discussion and BHEL Corp. R&D acceptance. The Unit head of BHEL Corp. R&D, is not bound to give reasons for the decisions taken by him. No extra payment shall be paid to the contractor, on this account”.
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”.

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 alongwith 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