

**TENDER BOX IS AVAILABLE AT SECURITY CONTROL ROOM  
FOR DROPPING FILLED TENDERS**

**BHARAT HEAVY ELECTRICALS LIMITED**

**CORPORATE RESEARCH & DEVELOPMENT DIVISION**

TELEGRAM: BHELDEV. TELEPHONE NO. 23882110 & 23774494  
FAX NO. 040 – 23776320

TENDER NOTICE NO. HORT/401.07-08 DATED: 16-03-2007 ITEM No.2

1. Name of work : Annual maintenance to grass cutting in Township and lab complex area during year 2007-08
  
2. Earnest Money Deposit : Rs.10,000.00
  
3. Time of Completion : 9 Months
  
4. Maintenance period : 12 Months
  
5. Last date of receipt of tenders : 20-04-2007 upto 14.30 hrs.
  
6. Date and time of opening of tenders : 20-04-2007 14.45 hrs.
  
7. Cost of tender documents : Rs. 250.00  
Including S.T.

Name & Address:

-----  
-----  
-----  
-----

EMD PAID / NOT PAID

## TENDERING PROCESS

- A. Tender box will be kept in Construction Department  
For dropping Filled Tenders
  
- B. Tender documents are issued in two bid system.
  - 1. Technical bid
  - 2. Price bid
  
- C. Tender opening

On the day of tender opening, only technical bids will be opened and evaluated. After scrutiny and acceptance of the technical bids, price bids of accepted parties only will be opened and date of opening of price bids will be intimated separately.

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

Technical and price bids must be in separate covers and super scribed as "Technical bid" and "Price Bid" separately with item Nos. clearly written on the covers. Tenders received mixed (with price and technical bids) will be rejected. Every page of the price bid document shall be signed by the tenderer at the bottom of the page.

In case of tender application and tender documents downloaded from web site, the tenderer shall pay cost of tender documents and EMD for item of work he is tendering separately by means of two separate DDs (in favour 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. DD's may be drawn for cost of tender documents up to last date of receipt of tenders.

## TECHNICAL BID

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

Name of the contractor :

1) Name of work :

2) Tender Notice no & :  
Date, Item No.

3) Details of DD/Cash paid.  
D.D or Cash receipt No. for EMD  
DD for cost of tender documents  
when downloaded. (to be enclosed along with  
this bid).

4) Particulars of experience/credentials:

- a) Completion certificate of same nature of job at least one work of 50 % of estimated value during the last three years.
- b) 50 % turnover in any year of previous 3 years for each of item of work.
- c) Penalty : 0.50 % of the gross value work will be levied for every weeks delay by the agency subject to a maximum of 5 % value of the work.

5) Class of Registration Certificate as Civil Contractor with Local PWD/ CPWD/ Railways/ MES / BHEL, Ramachandrapuram, Hyderabad (Copy to be enclosed).

6) ESI NO. (Copy to be enclosed)

7) PF CODE NO. (Copy to be enclosed)

8) PAN NO (in case not available, proof of having applied with acknowledgement from concerned authorities).

9) APGST NO. (in case not available, proof of having applied with acknowledgement from concerned authorities).

NOTE:

1. Without PAN and APGST No. contractors bills cannot be processed and payments will be held up.
2. Technical bids will be scrutinised on the same day. In case the agency has not satisfied all the above conditions with documentary proof the bid will be rejected and their price bid will not be opened.
3. In case of a firm, shall be in the name of the firm. However in case of sole proprietor or individuals these can be on the name of the sole proprietor or individual.
4. Though some of above documents are available with BHEL for those agencies who are presently working with BHEL, they also should submit one copy of the same. Otherwise the offer will be rejected.
5. All the columns shall be filled with proper information.
6. The contractors are requested to sign on all pages in the documents,

Signature of Contractor(s).

# TENDER DOCUMENT

TENDER NOTICE NO.HORT/401/07-08                      ITEM NO. 2                      DATED:16-03-2007  
DATE & TIME OF CLOSING :20-04-07                      14 : 30 HRS.  
DATE & TIME OF OPENING :20-04-07                      14 : 45 HRS.  
COST OF TENDER DOCUMENT :Rs.250.00  
EARNEST MONEY DEPOSIT : Rs.10,000.00

NAME OF WORK : Annual maintenance to grass cutting in Township and lab complex area  
during the year 2007-08

ISSUED TO : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: -----

EMD PAID VIDE DD/ CR/ BC/ NO:

Rs:

TENDER POSITION:

CLX:

DATED:

FMX



**Bharat Heavy Electricals Limited**  
CORPORATE RESEARCH & DEVELOPMENT  
VIKASNAGAR, HYDERABAD – 500 093, (A.P), INDIA.

**BHARAT HEAVY ELECTRICALS LIMITED  
CORPORATE RESEARCH & DEVELOPMENT  
VIKASNAGAR, HYDERABAD – 500 093.**

**INDEX**

1. Tender Notice.
2. Tender and Contractors Certificate.
3. Directions to Parties Tendering.
4. Tender for the work.
5. Agreement Proforma.
6. Schedule-A : Schedule of rates and approximate quantities.
7. Schedule-B : Issue of Stores to the Contractor.
8. Schedule-C : Services: Viz., Water & Lighting to Contractor
9. Schedule-D : Issue of Tools and Plants to Contractor.
10. Drawings.
11. Special Conditions.
12. General Conditions of Contract (Separate Book).

**ISSUING OFFICER**

**BHARAT HEAVY ELECTRICALS LIMITED  
CORPORATE RESEARCH & DEVELOPMENT  
VIKASNAGAR, HYDERABAD – 500 093.**

**TENDER NOTICE**

1. NO.HORT/401/07-08 Date:16-03-2007, Sealed Tenders will be received by the Sr.DGM(REP), Bharath Heavy Electricals Ltd., Corporate Research & Development at his office at Vikas Nagar, Hyderabad – 500 093. Upto 14-30 Hours on 20-04-2007 for the work of

**Annual maintenance to grass cutting in Township and lab complex area during the year 2007-08.**

At Vikas Nagar, (adjacent to HAL Complex, Balanagar, Hyderabad-500 093).

The Tenders will be opened by the Sr.DGM(REP) Bharat Heavy Electctricals Ltd., Corporate Research & Development 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. The tender receiving Office will, on opening the Tender, attest over writings or corrections, if any, there in the presence of the Tenders who may be present at the time. The Tender should be in the form obtainable from the Office of the Sr.DGM(REP). The CPWD Standard Specification and other documents relating sheet to the contract such as additional specifications, drawing descriptive specification sheet regarding materials etc, can be seen at any time between 9:00 AM and 1:00 PM on Office of the Sr.DGM(REP)Tender forms and other particulars regarding the proposed work can be obtained at the office of the Sr.DGM(REP) Tender forms and other particulars regarding the proposed work can be obtained at the office of the Sr.DGM(REP)on any working day from 9:00AM TO 1:00PM upto 17-04-2007 on payment of the prescribed sum of Rs.250.00 per set which amount is not refundable.

2. Tenders must be submitted in sealed covers and should addressed to the Sr.DGM(REP), Bharat Heavy Electricals Ltd., Corporate Research & Development, VikasNagar, Hyderabad – 500093, the name of the Tender and the name of the work being noted on the cover. If the Tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given. If the Tender is made by a Corporation, it shall be signed by a duly authorised Officer who shall produce with his Tender, satisfactory evidence of his authorisation such Tendering corporation may be required before the agreement is executed, to furnish evidence of its corporate existence.

3. Each Tender must pay as Earnest Money, a sum of Rs.10,000.00 (Rupees Ten Thousand Only) and enclose with his tender the receipt endorsed accordingly. The Earnest Money prescribed for this work may be offered in any of the following forms duly pledged to the Account Officer BHEL (R&D).

- A) Cash receipt from BHEL (R&D) Cash Office which works from 12-30 hours to 14-00 hours.
- B) Pay order, demand Draft, drawn in favour of Accounts Officer, Bharat Heavy Electricals Limited, Research and Development, Vikas Nagar, Hyderabad.

The Earnest Money will be refunded to the unsuccessful tenderer after the intimation of rejection of the tender is sent. The Earnest Money will be retained in the case of the successful tenderer and get converted as a part of security Deposit for the due performance of the contract and either case will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.

When a tender is to be accepted, the tender whose tender is under consideration shall attend the office of the Sr.DGM(REP) on the date fixed by written intimation to him. He shall forthwith upon intimation being given to him by the Sr.DGM(REP) of acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so shall entail forfeiture of the earnest money.

4. 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 increases his quoted rates.
- ii) The tenderer does not commence the work within the period as per LOI/Contract. In case the LOI/contract is silent in this regard then within 15 days after award of contract.

5. EMD shall not carry any interest.

6. Tenderers shall pursue carefully the instructions 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 the 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 the Bharat Heavy Electricals Limited does not accept any omissions, deductions, or additions that may be made in the tender documents by the parties tendering.

7. Sr.DGM (REP) reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.

8a. Tenders offering a percentage deduction from or increase on the estimate amount and those not submitted in proper form or in due time will be rejected.

8b. The offer shall be valid for a period of 90 days from the date of opening of the tender.

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

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

9a. Security Deposit may be furnished in any one of the following forms.

- i) Cash (as permissible under the Income Tax Act)
- ii) pay Order, Demand Draft in favour of BHEL (R&D).
- iii) Local cheques of schedule banks subject to realization.
- iv) Security available from Post Office such as National savings Certificate, Kissan Vikas Patras etc.
- v) 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 form of security. The Bank Guarantee format should have the approval of BHEL (R&D).
- vi) Fixed Deposit Receipt issued by scheduled Banks/Public Financial Institutions as defined in the companies Act. The FDR should be in the name of contractor, A/C BHEL (R&D), duly discharge on the back.
- vii) 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 start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successfully 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.

9b. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

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

10. a) Rs.10,000.00 (Rupees Ten Thousand only) will be retained as Security deposit for the due performance to the stipulation 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 tender 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 Sr.DGM (REP) Should the tenderer fail to observe or comply with the foregoing stipulation, the aforesaid amount of Rs.10,000.00 (Rupees Ten Thousand only) shall be liable to be forfeited.
11. The Sr.DGM(REP) reserves the right or reject any tender or part there or all tenders without assigning any reason therefor.
12. Tenders offering a percentage deduction from or increase on the estimate amount, and those not submitted in proper form or in due time will be rejected.
13. 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.

SIGNATURE OF CONTRACTOR(S)

ISSUING OFFICER

**BHARAT HEAVY ELECTRICALS LIMITED  
CORP. R&D DIVISION: HYDERABAD – 93**

Grams:BHELDEV  
Fax : 040-23776320

Phone No: 23882110

TENDER NOTICE NO: HORT/401/2007-2008 Dt. 16/03/2007

Sealed Tenders are invited by the Sr.DGM(REP) 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 Ramachandrapurm, for the following works to be taken up at BHEL, Corp. R&D, Divn., Vikasnagar, Hyderabad-500 093, so as to reach the Sr.DGM(REP) Office, BHEL R&D Divn., Vikasnagar, Hyderabad-93 up to 14-30 hours on the dates mentioned against each and the Tenders will be opened on the same day at 14-45 hours in the office of the Sr.DGM(REP)

S No.	Description of Work	EMD Rs. Ps	Cost of Tender Document Rs. Ps	Period sale of Tender Document	Date of opening	Period of completion
1.	Annual maintenance to grass cutting in Township and lab complex area during the year 2007-08	10,000.00	250.00	28-03-07 to 17-04-06	20-04-06	9 Months

Note:

1. Tenders received without EMD are liable for rejection.
2. Tender documents are obtainable between the dates mentioned from the office of the Sr.DGM(REP) BHEL (R&D) Divn, Vikasnager, Hyderabad-93 during office hours on submitting the application with full of their experience and enclosing copies of registration certificates, PF No. ESI, Sales Tax registration, Labour License from Central Govt.
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 Divn., Vikasnagar, Hyderabad-93. Cash may be remitted at our cash office between 12.30 hours to 14.00 hours.
6. Working contractors are also to pay Earnest Money Deposit. EMD will neither be adjusted against their pending bills nor they can be transferred from one work to the other.
7. The conclusion of contract will be in the form prescribed by Bharat Heavy Electricals Limited for the purpose.
8. In case date of opening happens to be holiday by any reason, tenders will be received and opened on next working day.

Sd/-  
Sr.DGM(REP)

**TENDERER AND CONTRACTOR'S CERTIFICATE**

1. I 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 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.
1. I hereby declare that I 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.

DATE \_\_\_\_\_

**SIGNATURE OF CONTRACTOR(S)**

### **DIRECTIONS TO PARTIES TENDERING**

1. A list of materials proposed to be supplied by the Bharat Heavy Electricals Ltd., Corporate Research & Development Division, Vikasnagar, Hyderabad-500093 and the place where 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, Notwithstanding any subsequent change in the market value for those materials the charges to the party executing the work will remain as originally entered in the agreement. If at anytime, BHEL supplies materials other than those specified in the agreement at the request of the contractor for use on work, they will be charged at the market value prevailing at the time of supply or issue rate plus 12.5% whichever is greater.
2. The tenderer shall examine closely the CPWD Detailed Standard Specifications kept in Sr.DGM(REP) Office and also the relevant clauses of the Standard Preliminary Specifications before submitting his tender unit rates which shall 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 and additional Specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer.
3. Each tenderer must also send a certification of income Tax Verification from the appropriate income Tax Authority in the form prescribed therefor.

In the case of proprietary or partnership firm it will be necessary to produce the certificate aforementioned for the pre-proprietor or Proprietor and for each of the partners as the case may be.

If a certificate has already been produced by the tenderer during the calendar year in which the tenderer is made in respect of a previous tender, it will be sufficient if particulars regarding the previous occasion on which the certificate was produced are given.

All tenders received without a certificate as aforementioned will be summarily rejected.

4. Every tenderer is expected before quoting his rates, to inspect the site of the proposed work. He should also inspect the quarries, and satisfy himself about the quality.

And availability of materials. The best class of materials shall be used on the 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 his tender notice or as required by the Sr.DGM(REP) having jurisdiction for the time being over the work should have the due approval before the supply to site of work in begun. Attention of the contractor is directed to the Standard 'Preliminary Specification' regarding payment of seignior age, tools etc.

5. Time shall be considered as essence of the contract. The rate of progress as indicated in Annexure – C is required to be maintained. Date of commencement of this programme will be the date on which the site (or premises) is handed over to the contractor.

6. The tenderer should quote specific rates for each item in the schedule, and the rates should be in rupees and paisa. The units and rates should be written both in words and figures.

The schedule accompanying the tender shall be written legibly and free from erasure, over writings or conversion of figures. Correction-where unavoidable should be made by crossing out, initialing, dating and rewriting. No alteration which is made by the tenderer in the agreement form, the conditions of agreement, the drawing or specifications, accompanying the same will be recognised; and if any such alterations are made the tender will be void.

7. Rates quoted shall include all taxes, octroi, transport etc complete.
8. BHEL's General Conditions of Contract as enclosed shall apply for this work.
9. Income Tax will be deducted on the work as per the direction of Income tax department.
10. Sales Tax will be deducted on the works as per the direction of Sales Tax department.

**CONTRACTOR (S)**

**ISSUING OFFICER**

## 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 kept 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.

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

Signature of Contractor (S)  
Address:

Exemption from payment of EARNEST MONEY.

I/We agree that should the BHEL decide to forfeit earnest money as aforesaid, unless, a sum equal to earnest money mentioned above is paid by us forthwith, the BHEL may as its option, it out of the deposit and in the event of deficiency, out of any other moneys due to me/us or otherwise.

\_\_\_\_\_  
Witness \_\_\_\_\_

Signature \_\_\_\_\_

In the capacity  
Of \_\_\_\_\_

Duly authorised to sign

The tender on behalf of

(in block capitals):

Postal Address \_\_\_\_\_  
\_\_\_\_\_

Telegraphic Address \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

AGREEMENT

This agreement made this day the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ between Bharat Heavy Electricals Ltd., having its registered Office at  
New Delhi, Unit: Corporate Research & Development Division, Vikas Nagar, Hyderabad-500 093  
(hereinafter called the First Party) of one part and \_\_\_\_\_ (hereinafter called the  
contractor) of second part.

Where as the first party is desirous of \_\_\_\_\_

---

(name of work) at Site at Vikasnagar, Hyderabad – 500 093 of Bharat Heavy Electricals Limited,  
Corporate Research & Development Division, situated at about 9 KMs West of Secunderabad City,  
more particularly described in the Schedule including drawings and specification attached herewith.

Whereas in pursuance of the said contractor's tender being accepted, the first party has  
decided to give the aforesaid work to the said contractor.

Where as the said contractor has agreed to execute the assigned work subject to the  
conditions herein contained in these presents and the works shown upon the said drawings and  
specifications at the approved rates embodied in schedule – A (bill of quantities) attached herewith.

And whereas the contractor has agreed to the retention by the first party of the Earnest Money  
Deposit of Rs.25000.00 paid by him when he submitted his tender as part of the security for the due  
fulfillment of the contract to the satisfaction of the first party.

And whereas the contractor has also pursued the copy of the CPWD standard specifications and its  
Addenda volume, BHEL General Conditions of Contract, thereto maintained in the Sr.DGM(REP)  
Office and is bound by all the standard Specifications for items of work described by a standard  
specifications number 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 Specification and  
such other conditions as are contained in all the specification and such other conditions as are  
contained in all the specification 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 time of completion as  
mentioned in the Tender Notice.

Now these present witness that in consideration of the Schedule-A as also of agreement of  
good and faithful service to be rendered and performed by the contractor in the execution of the  
said work, subject to the stipulations hereinafter expressed.

Now its hereby agreed as follows:

1. That the contract shall come into force with retrospective 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 waival of the conditions here to contained in these presents and the liability of the contractor either of part of future compensation shall remain unaffected.
3. That not withstanding anything mentioned earlier by either party, only the conditions included in the agreement shall prevail.
4. That the expenses of completing and stamping the agreements shall be paid by the contractor.
5. The contractor will be responsible for complying with the statutory provisions under various Labour Acts such as workers compensation Act, Minimum wages Act, PF, ESI contributions etc., in case BHEL R&D, as a principal has to pay an amount to any agency for non-fulfillment of any of the provisions of the above referred Acts, I/we authorise BHEL to deduct the amount from my/our bills or I/we will pay the amount to BHEL R&D.

In witness there of the parties have respectively set their signatures in the presence of:

Witness: 1)

2)

Date \_\_\_\_\_

SIGNATURE OF THE CONTRACTOR

For and on behalf of,  
Bharat Heavy Electricals Limited

ACCEPTING AUTHORITY

**BHARAT HEAVY ELECTRICALS LIMITED  
CORP. R&D DIVISION: HYDERABAD – 93**

## Schedule A

Name of work : Annual maintenance to grass cutting in Township and lab complex area during the year 2007-08.

Sl.No.	Description	Quantity	Unit	Rate in figures And words	Amount
1.	PERIODICAL GRASS CUTTING: Cleaning grass & removal of The rubbish including removal of girth up to 30 CMS Measured at a height of 1 meter above ground level and disposal of grass, rubbish etc., by tractor trailer including loading, unloading & controlled firing at burning pit. Tractor will be supplied by dept. at free of cost. The above work should be carried out the year as directed by Engineer incharge.	370000.00	Sq.m		
2.	Felling of trees of girth measured at a height of 1 mtr. Above ground level including Cutting of trunks and branches Removing the roots and staking of serviceable material and Including burning etc., complete beyond 60 CM girth up to and including 120 CM girth.	120	Each		
3.	Earth work excavation in pits for plantation purpose. It is Including making of baisns with available excavated earth.	250	Each		

Sl.No.	Description	Quantity	Unit	Rate in figures And words	Amount
4.	Filling of excavated pits with red earth and manure mix.	54.00	Cu.m		
				Total Amount	

CONTRACTOR(S)

ACCEPTING OFFICER

**SCHEDULE – ‘B’****ISSUE OF STORES TO THE CONTRACTOR**

S. NO	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 he 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. I) **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 upto 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%

II) **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. 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 metre 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. 54000-00 per M.T
3. TOR STEEL	Rs. 54000-00 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 Rs. 2-00 per 1000 gallons. The supply will be made at convenient point to be determined by the Sr.DGM(REP) 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. LIGHTING:**

Electric current if required. Will be supplied at a convenient metered point to be determined by the AGM(Projects). Any extension required to the different work cited will have not to be arranged by the contractor himself. Energy consumed will be metered and charged at Rs. 1.45(Rupees one and forty five 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**

THAT the contractor further under takes to maintain the following registers as per prescribed proforma.

- a) Register of workmen (Form xiii)
- b) Muster Roll (Form xvi)
- c) Wages Register (Form xvii)
- d) Leave Register
- e) 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.

5a) 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 undertake 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.

- b) 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.
  - c) 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.
  - d) 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 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 Reddy only.
8. THAT the expression BHEL wherever occurring means THE BHARAT HEAVY ELCETRICALS LIMITED, Corporate R&D Division Hyderabad-500 093 (Andhra Pradesh)

CONTRACTOR (S)

ACCEPTING OFFICER