

Enquiry No.: 101753121 dated 23-Dec-2017; JUNGLE CLEARANCE

ERNEST MONEY DEPOSIT (EMD): Rs. 17,922/-

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

- a) Payment at BHEL R&D cash counter with debit card using the POS machine
- b) NEFT, credited to below BHEL account (before Tender opening)
in favour of Bharat Heavy Electricals Ltd
Bank Name: State Bank of India
Branch: BHEL R&D Complex; Vikas Nagar, Hyderabad.
A/C No: 10202162640 IFSC Code: SBIN0010622
- c) Pay Order / Demand Draft in favour of BHEL along with the offer

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)

AGREEMENT

(To be submitted by Successful Vendor only)

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 _____ (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 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 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 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 Engineer/Manager (Civil)'s office and is bound by all the standard specifications for items of work described by a standard specifications numbers in "Schedule-A" and by all the conditions and clauses of the standard preliminary specifications detailed in the agreement.

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

SPECIAL CONDITIONS OF CONTRACT
(To be maintained/ submitted by Successful vendor)

- 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 Overtime 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 GST 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 HEAVYELECTRICALS LIMITED, Corporate R&D Division Hyderabad-500 093 (Andhra Pradesh)

SIGNATURE OF CONTARCTOR

ACCEPTING OFFICER