

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

CWC Department

ABSTRACT OF TENDER DETAILS

Name of Work: Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21

Tender Notice No.: CL 2020-21/0003

Date: 25/02/2020

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

Signature of the Contractor

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

TENDER NOTICE NO: CL 2020-21/0003 Dt. 25/02/2020

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

Sl. No	Description of Work	Estimated Value Approx. ₹ Lakhs (Rounded off)	EMD (Rounded off) ₹	Cost of Tender document ₹	Date of tender opening	Period of Contract
1	Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21	83.52 lakhs	167047.00	0/-	17/03/2020	Twelve Months
	Taxes extra as applicable to be quoted					

Note:

1. Tenders received without EMD are liable for rejection. Bodies specified my Ministry of MSME including MSEs shall be exempted from paying minimum EMD.
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. Contractors engaged at BHEL R&D shall pay Earnest Money Deposit. EMD will neither be adjusted against their pending bills nor be transferred from one work to the other.
5. The Tender is not divisible.
6. For this procurement ,Public Procurement (Preference to Make in India 2017), Order 2017 dated 15-06-2017 ,28-05-2018 and 29-05-2019 and Subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of this contract/ PO/ WO against this NIT.
7. The contract agreement will be in the form prescribed by BHEL R&D.
8. In case date of opening happens to be a holiday or Sunday, tenders will be received and opened on the next working day.
9. BHEL Reserves the right to carry out Independent verification of the documents submitted towards qualification of PQR. Contact details of the concerned persons are required to be submitted to enable the independent verification process. Non sharing of these details on account and/or no reply from the shared contacts may lead to disqualification on account of noncompliance of PQR terms.
10. The 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 2020-21/0003 Dt. 25/02/2020, 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 17/03/2020 for the work of “Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21”
2. The CPWD Standard Specification and other documents relating to the contract such as additional specifications, drawing descriptive specification sheet regarding materials etc, can be seen on all working days between 8:30 AM and 12:30 PM in the Office of the AGM(CWC).

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

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

Bank Name: State Bank of India

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

A/C No: 10202162640 IFSC Code: SBIN0010622

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

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

3. The Tenders will be opened by the AGM (CWC) Bharat Heavy Electricals Ltd., Corporate Research & Development Division on the date and at the place aforementioned. The Tenderers or their agents are expected to be present at the time of opening of the Tenders.
4. Tenders submitted shall be without any over writing or corrections. On opening the Tender BHEL shall attest over writings or corrections, if any, in the presence of the participant (parties) present at the time. The Tender should not be modified and shall be on prescribed form and obtained from the Office of the AGM (CWC).
5. Tenders must be submitted in sealed covers (one for each bid) addressed to AGM (CWC), Bharat Heavy Electricals Ltd, Corporate R & D, Vikasnagar, Hyderabad-500 093. The name of the Tender and the name of the work shall be indicated on the top of the cover/envelope.
6. If the Tender is made by an individual, it shall be signed with his full name and address. In case of a private firm/company, empowered officer/executive shall sign indicating his name, post and address. Documentary evidence shall be provided for his authority giving details of all the partners. If the tender is made by a corporation, it shall be signed by duly authorized Officer who shall produce satisfactory evidence of his authorization.
7. Each Tender must pay as Earnest Money, a sum of ₹ 167047.00 (Rupees One Lac Sixty Seven Thousand Fourty Seven Only as Earnest money deposit (EMD). The earnest money prescribed for this work may be offered in the form of EFT as per mode of payment at Sl.No.2 above.
8. The Earnest Money will be retained in the case of the successful tenderer and will be converted to part of security Deposit for the due performance of the contract. EMD and SD will not carry any interest. Deposits will be dealt with as provided in the conditions attached to the tender.
9. The Earnest Money will be refunded to the unsuccessful/ technically rejected tenderer after the intimation of rejection.
10. The tenderer shall make himself or his representative available at the office of the AGM (CWC) for tender related clarifications as per written/oral intimation to him.
11. The successful tenderer shall make himself available at the office of AGM (CWC) for preparation of contract documents like contract agreement on written/oral intimation. Failure to do so shall entail forfeiture of the EMD.

Signature of Contractor

12. EMD by the Tenderer will be forfeited as per Tender Document if:-
 - a) After opening the tender, the Tenderer revokes his tender within the validity period or increases his quoted rates.
 - b) The tenderer does not commence the work as per LOI/Contract schedule. In case the LOI/contract is silent in this regard then within 7 days after award of contract.
13. EMD shall not carry any interest.
14. EMD of the successful tender shall be converted and adjusted against the security deposit.
Note: Acceptance of Security Deposit against Sl. No.(iv) and (vi) above will be adjusted to Hypothecation or endorsement on the documents in favour of BHEL R&D. However, BHEL R&D will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected there with.
15. ₹ 167047.00 (Rupees One Lac Sixty Seven Thousand Fourty Seven Only) will be retained as EMD to keep the offer open for a period of 90 days from the date of opening of the tender; it being understood that the tender documents have been sold/issued to the tenderer and the tenderer is being permitted to Tender in consideration of the above stipulation on his part and that he shall not alter or modify the terms and conditions thereof in a manner not acceptable to AGM (CWC). Should the tenderer fail to observe or comply with the foregoing stipulation, the aforesaid EMD amount shall be liable to be forfeited.
16. Tenderer shall pursue carefully the instructions provided in 'Direction to Parties Tendering' and the conditions of the agreement form and all other relevant documents before tendering rates for the work. The approximate quantity of work to be executed under each class is given in Schedule-A. The quantities are given with a view to enable the tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that Bharat Heavy Electricals Limited does not accept any deviations (omissions, deductions, or additions) that may be made in the tender documents by the parties tendering.
17. AGM (CWC) reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.
18. 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.
19. The offer shall be valid for a minimum period of 90 days from the date of opening of the tender.
20. Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be 5% of the agreement value.
21. Security Deposit shall be refundable to the contractor in accordance with the terms of the contract mentioned below.
22. The Security Deposit should be deposited before the start of the work by the contractor.
23. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be recovered from payment/s due to the Contractor.
24. If the contractor fails to deposit the required security deposit or commence the work within the period as per LOI/Contract. The EMD will be forfeited.
25. Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be considered as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
26. The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.

Signature of Contractor

27. 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

28. 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.

29. **RISK PURCHASE:** BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation.

- a) If at any time during the period of the contract, the bidder fails to tender all or any of the services required under the scope of work and the contract is unsatisfactorily in the opinion of BHEL, whose decision shall be final and binding on the bidder, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the bidder and also forfeit the security deposit.
- b) To recover the dues from the bidder, from any payments due to the bidder under this or any other contract or from the Security Deposit.
- c) To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract

I/We agree to above term and conditions.

Signature of Contractor

TECHNICAL BID

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

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

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

TENDER NOTICE NO.: CL 2020-21/0003 DATED:25/02/2020

- 1 Name of work : Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21
- 2 Earnest Money Deposit (EMD): ₹ 167047.00 (Rupees One Lac Sixty Seven Thousand Fourty Seven Only i.e 2% of estimate cost of ₹83.52 lakhs)
- 3 Period of Contract: Twelve Months
- 4 Maintenance period: NA
- 5 Last date of receipt of tenders: 17/03/2020 (12:00Hrs)
- 6 Tender Opening Date/Time: 17/03/2020 (14:00 Hrs)
- 7 Cost of tender documents NIL

Name & Address of the contractor/Agency:

EMD PARTICULARS -----

Signature of Contractor

TENDERING PROCESS TECHNICAL- BID Contd.

- A. Civil Tender box is located at Security Control Room for submitting Tenders.
- B. Tenders would be received in two-bid system/Open tender
1. Technical bid (First sealed envelope / cover) should contain All pages of the tender duly signed (including unpriced bid in Schedule – A) along with EMD and supporting documents
 2. Price bid(Second sealed envelope/cover)should contain only SCHEDULE–A with rates and prices.
 3. Envelopes should be super-scribed with “ CL 2020-21/0003 Dt.25/02/2020”

C. Tender opening

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

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

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

The tender documents can be downloaded from website, the tenderer shall pay EMD for item of work for which he is tendering. The earnest money prescribed for this work may be offered in the following forms:

- 1) Payment at BHEL R&D cash counter with debit card using the POS machine
- 2) NEFT, credited to below BHEL account (before Tender opening)
in favour of Bharat Heavy Electricals Ltd
Bank Name: State Bank of India
Branch: BHEL R&D Complex; Vikas Nagar, Hyd.
A/C No: 10202162640 IFSC Code: SBIN0010622
- 3) Pay Order / Demand Draft in favour of BHEL along with the offer
The receipts shall be enclosed along with the Technical-bid.

Signature of Contractor

TECHNICAL- BID Contd.

Name of the contractor:	
Name of work :	Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21
Tender Notice No & Date:	CL 2020-21/0003 DATED: 25/02/2020
Item No. :	
Details of DD / Cash / EFT / POS paid for tender documents	
DD / Cash / EFT / POS receipt No. (for EMD)	
DD / Cash / EFT / POS receipt No. (for cost of tender documents)	NIL
Particulars of experience/credentials:	
<p>1. Similar Experience- Experience of having successfully completed similar works during last seven years ending previous day of last date of submission of application should be either of the following :</p> <p>a) Three similar completed works each of value not less than 40% of estimated cost put to tender OR</p> <p>b) Two similar completed works each of value not less than 50% estimated cost put to tender OR</p> <p>c) One similar completed works each of value not less than 80% estimated cost put to tender OR</p> <p>d) Copy of completion/performance report from the organization where the work is executed is to be enclosed. Submission of Work Order copy alone is not adequate</p> <p>Similar Work: All works related to : All kinds of Horticulture works (or) Labour Intensive Works (or) Similar type of maintenance and sweeping Works will be considered as similar works for this work.</p>	
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	₹
Turn over-1 year before previous year	₹
Turn over- 2 years before previous year	₹

Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21

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
ESI No. (Copy to be enclosed)	
PF-CODE No. (Copy to be enclosed)	
PAN No.(Copy to be enclosed) (in case not available, proof of having applied with acknowledgement from concerned authorities)	
GST No.(Copy to be enclosed) (in case applied for, proof of having applied with acknowledgement from concerned authorities).	

NOTE:

1. Tenders without PAN, PF No., ESI, GST, etc. will be rejected.
2. Technical-bids will be scrutinized on opening of Technical-bid. In case the agency has not satisfied all the above conditions with documentary proof the offer will be rejected and price- bid will not be opened.
3. In case of a registered firm, all the documents shall be in the name of the firm. However in case of sole proprietor or individuals, documents in favour of sole proprietor or individual is acceptable.
4. Tenderer presently working with BHEL R&D should submit requisite documents, even though such documents are submitted by them in previous contracts.
5. All the columns shall be filled with proper information.
6. The contractors are requested to sign on all pages in the documents.
7. **VALIDITY OF RATES:** The rates quoted should be valid for 90 days initially from the date of opening of the Techno-Commercial bid.
8. BHEL R&D reserves the right to reject 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. If the agency fails to commence the work as requested by the department penalty of 0.5% on the gross value of work for weeks delay will be applicable. Penalty amount so determined along with GST if applicable thereon shall be recovered.
11. **Payment terms:** Monthly payment within 30 days subject submission of acceptable invoice with necessary supporting documents.
Vendor to indicate appropriate applicable HSN code for Goods as well as SAC for services based on Inter/Intra state. In case the bidder has opted for composite GST scheme, the same may be stated explicitly in both and techno- Commercial & Price bids. BHEL will pay only basic price to the vendor and release the GST payment only when the proof of remittance is given.

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

Signature of Contractor (S)

Seal

Date:

Tenderer And Contractor's Certificate

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

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

Signature of Contractor(S)

Date:

SEAL:

DIRECTIONS TO PARTIES TENDERING

1. Any variation in market prices for these materials shall not change the agreed contract value.
2. In event of issue of materials, other than those specified in contract, by BHEL (for unforeseen reasons) at the request of the contractor for completion of the work, the materials would be charged at prevailing market value or at procurement price plus 12.5% handling charges whichever is higher.
3. The tenderer shall examine carefully the CPWD Detailed Standard Specifications and also the relevant clauses of the Standard Preliminary Specifications, available at office of AGM (CWC), before submitting his tender unit rates for finished work in situ. The contractor is advised to purchase a book of CPWD Detailed Standard Specification for his reference. He shall also carefully study the drawings, additional specifications and all other documents which form part of the contract agreement.
4. Each tenderer must submit Annual IT –Return from income tax authority for past three years. In the case of proprietary or partnership firm it will be necessary to produce this certificate for the proprietor/s and for each of the partners as the case may be. All tenders received without a certificate as aforementioned will be summarily rejected.
5. Tenderer is expected to satisfy himself about the expected work, quantity and quality before quoting his rates by inspecting the site of the proposed work. He should also inspect the quarries and availability of materials. The best class of materials shall be used in proposed work. In every case, the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specifications or in the tender notice or as required by the AGM (CWC) shall be arranged by the tenderer. The material should be supplied to site after obtaining the approval from the Engineer In-charge. Attention of the contractor is directed towards the Standard 'Preliminary Specification' regarding payment of seignior age, tools etc.
6. Time shall be considered as essence of the contract. 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 paisa). Specific rate for each item shall be offered. The rates shall not be mixed or compounded. The units and rates should be written both in words and figures. 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. The tender %age quoted by the contractor shall be inclusive of all taxes and duties other than GST as applicable from time to time.

Signature of Contractor(s)

Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21

17. BHEL's General Conditions of Contract as enclosed shall apply for this work.
18. Income Tax will be deducted as applicable.
19. GST will be deducted as applicable.
20. CESS or any other taxes at specified rates will be deducted as implemented by the State/Central Government from time to time.

21. 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

22.SITEVISIT:

- 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 ₹ _____ (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 ₹ _____ (₹ _____ 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 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 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

Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21

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

Name of the work: Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21 -

Sno	Description of Item of work	Unit	Rate	Quantity	Amount (in Rs.)
1	Maintenance of lawns (per Sq.m) including cleaning & removal of rubbish at Nursery at COE's (CFD, PMM, SCT, CIMAR, MDM, PDS etc.) at CTS building opp. security control room, CLX, ELX & Central spine in lab complex at Vikasgarden, Vikasbhavan, MCP, LWA, R&D Club & Central spine in Township at Medical centre, Township civil office, Fountain, Lawn near MCP, D- type quarters etc. Watering: Weeding, mowing and cutting edges application of manure/fertilizers as and when required. Water sprinkling at lawns as required etc. complete as per direction of Engineer-in-charge.	Sq.m	9.27	317560.50	2943785.84
2	Maintenance & preparation of flowerbeds (per sq.m) at Nursery, COE's (CFD, PMM, SCT, CIMAR, MDM, PDS etc.) at CTS building, opp security control room, CLX, ELX, & Central spine in lab complex, Vikasgarden, Vikasbhavan, MCP, LWA, R&D Club & Central spine in Township civil office, Fountain, Lawn near MCP & D-type quarters etc. Digging: Minimum 45 cm, including refilling/gap filling and leveling including application of fertilizers, manure & watering marking, seed sowing or planting, weeding mowing and cutting edges etc. as and when required as per the direction of Engineer-in-charge.	Sq.m	19.76	68529.00	1354133.04
3	Maintenance of Trees, Plants, Shrubs (Nos.) including clearing at Nursery and removal of rubbish etc., at Vikas garden & incinerator, MCP, LWA, R&D Club, Central spine in Township at Medical centre, Township civil office, S.J. park, Lawns at MCP & D-type quarters etc. Watering: (A) Every alternate day (B) Mulching and weeding the top soil for minimum 10cm once every month application of manure/fertilizers: pruning and trimming of trees: as and when required including re-digging and gap filling etc., complete as per the direction of Engineer-in-charge.	Each	43.41	38216.00	1658956.56

Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21

4	Cleaning the main roads from MCP to security control room (1.75km) 1. Sweeping/cleaning and removal of rubbish/ debris, leaves and waste material from main approach road. 2. collection and dumping to the nearest dust bin with in a lead of 0.50km.	Day	2850.54	313.00	892219.02
5	Maintenance and preparation of Flower pots: Pots supplied by BHEL (Nos). Preparation of different species of plants as directed by Engineer-in-charge mulching and weeding the top soil for minimum 10cm once every month & application of manure/ fertilizers pruning and shaping of plants spraying of pesticides for pest & disease control as and when necessary. Repotting, soil preparation & replacement of broken pots as required, shifting and turning of pots: Once every week. Re-arrangement of pots & transportation from Nursery to Offices and back every week. Note: The placement of pots weekly at designate offices and during occasions called for. (1650 flower pots x 4 weeks per month x 12 months).	Each	18.98	79200.00	1503216.00
Total estimated value of work (in Rs.)					8352310.46
N O T E	1. The bidders are required to quote their offer on percentage (%) basis at excess or less or on par (0%) with Total estimate value (to be treated as 100%) in figures and words in one of the rows given below.				
	2. Only One of the Rows below are to be filled in % only else the offer will be rejected				
	3. EVALUATION OF PRICE BID:				
	i. A single percentage (%) must be quoted for all categories mentioned in the price bid Proforma as the job would be awarded to one or more successful tenderer as per NIT criteria				
	ii. Price bid evaluation will be made on the basis of % quoted by bidder.				
iii. In case more than one agency becomes L1 by quoting same value, further sealed quotations will be called for, from those L1 agencies only to decide final agency with further lowest rates. No agency shall quote more than his original tender value, while re-quoting. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers".					
Tender %		In figure		In Words	
Excess					
Less					
Estimated					

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

Signature of Contractor (S)

TERMS & CONDITIONS

1. SCOPE OF CONTRACT:

“Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21” for a period of one year (313 operations)” at Bharat Heavy Electricals Limited, Corporate R&D Division, Vikasnagar, Hyderabad 500093, Lab Complex as per Schedule-A.

2. SPECIFICATIONS OF MANPOWER UNIT TO BE PROVIDED:

The Labour will be provided by the Contractor as per the Schedule of Work (Enclosed as Schedule-A) shall include the following:

- a. The Contract Labour shall be available for eight (8) hours per operation. The Contractor shall ensure maintenance of daily Attendance and all other Registers/records as per the requirement of BHEL R&D.
- b. The Contract Labor shall be suitably qualified to operate and carry out the work as mentioned in “Guidelines for statutory payments”.
- c. The contractor shall ensure that his employee will follow and comply with all BHEL discipline and safety rules, relevant provision of applicable law pertaining to the safety of workmen, plant and equipment as may be prescribed from time to time without any objection or contest or reservation. In case of any difference between statutory requirement and BHEL Safety Rules referred above, the latter shall be binding on the contractor unless the statutory provisions are more stringent.

3. AWARDING OF CONTRACT

- a. Contract will be awarded on fulfilling the rules and regulations of the BHEL

4. CONTRACT PERIOD:

- a. The contract execution period will be for one year (313 operations) from the date of commencement of Contract.

5. PAYMENT TERMS

- a. BHEL shall reimburse the Basic, VDA, BHEL additional pay, Statutory payments (PF, ESI and bonus payments etc.,) and other payments (uniform and safety gears) as mentioned in Price Bid particulars.
- b. Contractor shall submit the bills to BHEL as per the actuals units (as mentioned in Price Bid) consumed, latest by the 5th day of each month. BHEL shall release the payments, on calendar month basis, through NEFT within 30 days from the date of submission of bills.
- c. The Contractor shall positively make the payment of the wages to his employees on or before 10th of every month and should **NOT depend on BHEL payment** for this. However, no interest payment shall be made for delay in making payment.
- d. The Contractor shall submit the monthly bills along with following documents: **GST Payment certificate, Employee’ State Insurance Corporation (ESIC) Contribution, proof of depositing of amounts towards PF, etc. in respect of Labor deployed at BHEL offices only.**

Signature of Contractor (S)

- e. The contractor should make the payment of wages (as per price bid particulars) through EFT (Electronic fund transfer) to their employees and shall submit proof of payment of Employee's salary from bank (bank e-statement/ passbook).
- f. All payments shall be released by RTGS/EFT as per Contractor's bank details within 30 days of receipt of bills/ Invoices.
- g. No advance will be paid for the Contract by BHEL.
- h. Over and above reimbursement of wages, BHEL shall also reimburse Contractor Service Charges as quoted by the Contractor and applicable GST, subject to documentary evidence.
- i. The monthly Contractor service charges shall remain firm during the contract period including the extended period, if any.
- j. BHEL will not be responsible for payments other than the mentioned in Price Bid. Contractor shall be responsible for payment of gratuity and other statutory payments as per labor laws.
- k. The Contractor should also ensure that the Statutory Dues as per the existing provision of various Labor Laws, Rules and regulations, issued from time to time, (like ESI/PF, etc.) are deposited within the specified period to the concerned Government authorities. All payments of these statutory dues in respect of deployed in BHEL are to be settled by Contractor and BHEL shall in no manner be responsible for any dispute in this regard. Any statutory variation in the rates of said deposits shall also be admissible during the tenure of the contract. Further, the Contractor shall submit the evidence of deposit of EPF / ESI on monthly basis during the course of the contract.
- l. Gratuity-The contractor shall be liable for payment of gratuity under payment of gratuity act 1971 and the amendments/rules made there under.

Note: Two copies of INVOICE with original signature to be submitted every Month on completion of work.

6. TERMINATION OF CONTRACT

- a) In case, the services rendered are found to be unsatisfactory, BHEL reserves the right to terminate the services of the Contractor at any point of time, without assigning any reason.
- b) The contract can be terminated by giving one-month notice in advance by any party. No Notice will, however, be required if the contract comes to end on the specified period and it will stand automatically terminated.
- c) The contract may be terminated by BHEL, in case the Contractor fails to fulfill the terms and conditions of contract agreement by giving one-month notice.

7. LEGAL CONDITIONS:

- a) The information gathered by outsource staff during course of their work shall not be divulged to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Contractor as well as the person concerned liable for penal action under IPC, Cr.PC or any other relevant provision besides, action for breach of contract.
- b) The Contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages payable to all workers under the Minimum Wages Act, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it at BHEL premises. BHEL shall have no liability in this regard.

Signature of Contractor (S)

Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21

- c) The Contractor shall also be liable for depositing all statutory payments etc. on account of service rendered by it to BHEL, to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
- d) The Contractor shall maintain all statutory registers under the Law. The Contractor shall produce the same on demand, to the concerned authority of BHEL or any other authority under Law.
- e) The Tax Deduction at Source (TDS) shall be done as per the provisions of income Tax Act Rules, as amended from time to time and certificate to this effect shall be provided to the Contractor by BHEL.
- f) The Contractor should arrange for all required permits, licenses, etc., at his own cost.
- g) In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get self-reimbursed out of the outstanding bills to the extent of the loss or obligation in monetary terms.
- h) BHEL reserves the right to withdraw / relax any of the terms and conditions mentioned, so as to overcome the problem encountered at a later stage.
- i) In case of the death of contractor (under proprietorship), without prejudice to any of the rights or remedies under the contract, BHEL shall have the option of terminating the contract without compensation to the contractor's legal heirs/ successors.
- j) In case of violation of any legal and/or contract stipulations, BHEL reserves the right to terminate the contract and forfeit the Security Deposit under the contract in addition to recovery of the monetary impact due to such violation, if any, from any of the payable amount under the contract or any other contract with BHEL.
- k) All the statutory requirement under the
 - Minimum Wage Act 1948
 - Factories Act 1948
 - Payment of Wages Act 1936
 - EPF Act and MP Act 1952
 - Payment of Gratuity Act 1972
 - ESIC Act 1948
 - Contract labor (R&A) Act 1970
 - Payment of Bonus Act 1965
 - Workmen Compensation Act 1923
 - Income Tax Act, GST Act,
 - Industrial Dispute Act 1947 and

the other applicable acts and rules there under shall be complied by the contractor and notification issued in relation to the employment of his employees issued from time to time by the concerned authorities. Any penalty or demands by the statutory authorities for non-compliance of any of the applicable laws shall be the responsibility of the contractor.

12. The contractor will maintain all the Forms/Documents/Registers required for the compliance of various Acts and documents required by BHEL Management, including following registers which are to be maintained as per Contract Labor (R&A) Rules 1971

- (i) Register of Workmen Employed by Contractor: Form No. XIII (Rule 75)

Signature of Contractor (S)

- (ii) Employment Card Form No. XIV (Rule 76)
- (iii) Service Certificate Form No. XV (Rule 77)
- (iv) Wage Slip Form No. XIX (Rule 78) (1) (b)
- (v) Muster Roll Form No. XVI (Rule 78) (1) (a) (i)
- (vi) Register of Wage Form No. XVII (Rule 78) (1) (a) (i)

13. The contractor will be liable to ensure that the contract labors arranged are physically and mentally fit and do not have any criminal record and such employees possess the requisite skill proficiency, qualification, etc. The credentials of the contract labor employed against this contract shall be verified by the contractor.

14. The above guidelines are only suggestive and not exhaustive. The contractor will have to comply with all applicable statutory provisions, as applicable under extant legislations/ rules.

8. ARBITRATION

In the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties in relation to Interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matter, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Company).

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at Hyderabad.

In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Dept., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Dept. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such Secretary when so authorized by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

9. LAWS GOVERNING THE CONTRACT

The Order/contract shall be exacted and governed by the laws of India and the Courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

Signature of Contractor (S)

10. JURISDICTION OF COURT

Courts at Hyderabad shall have jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

11. DEFAULT /BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

If the Contractor fails to provide the required services as per the contract or fails to deliver the services within the period (s) fixed for such delivery or delivers services not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide services covered by the Letter Order / Contract Agreement either in whole or in part or otherwise fails to perform the Order / Contract or commits any breach of the Order / Contract not herein specifically provided for or in the event, or commits any breach of the Order / Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors (Service Provider) being a company is wound up voluntarily or by order of Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manger, the purchases without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach or Order / Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/ Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (service Provider) and the Seller/contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

Cost of the purchases / Services made by the Purchaser at the risk and cost of the seller.

Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of Services so purchased / hired.

12. RULES TO BE OBSERVED, (WHILE INSIDE BHEL PREMISES):

- i) BHEL is a no-smoking zone. This rule shall be observed by all workmen at all times while inside BHEL.
- ii) Workers shall not indulge in gambling or consumption of liquor while inside BHEL.
- iii) No workmen shall enter BHEL in inebriated condition.
- iv) Contractor shall not post any worker at a workplace without instructing him of all Safety requirements, Technical requirements and all rules of proper conduct in line with Factories Act and BHEL Rules and regulations.

Signature of Contractor (S)

13. CONTRACTOR'S OBLIGATIONS

Towards selection, control and supervision of employees

- a) The contractor is expected to depute his contract labor for the assigned work for a period of minimum Eight (08) hours in the premises of R&D and produce sufficient proof for the availability of the contract labor in R&D campus.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.,
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
 - a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories / offices and precincts thereof, project execution , erection and commissioning , services , repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/offices/townships and premises/Project sites.
 - c) Compensation in respect of each of the victims:
 - i. In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten Lakh)
 - ii. In the event of further permanent disability: Rs 7,00,000/- (Rs Seven Lakh).
 - d) Permanent Disablement: A disablement that is classified as permanent total disablement under the provision to section 2 (i) of the Employee's Compensation Act 1923.
- f) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- g) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- h) Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- i) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required.
- j) The Contractor must submit Bio-data of all the Contract Labor before commencement of the Contract.

Signature of Contractor (S)

Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21

- k) Contractor to provide PF Pass Book to his employees and ensure payment of PF under EPF & Telangana state Govt.
- l) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI Membership No./Card of each employee.
- m) The Contractor shall comply with all the guidelines, rules and regulations of statutory requirements under Labor Laws/ Rules/Regulations/Notifications in relation to the employment of its personnel from time to time.
- n) The Contractor will also keep watch on their labor and will be held liable for any pilferage/ Loss to the Company by their labor.
- o) In case of misconduct by any of the employee of the Contractor, the matter shall be reported to the Contractor in writing, who shall take immediate action under intimation to BHEL.
- p) In case of theft or loss of property due to negligence or carelessness of employee/labor, the Contractor will be responsible and shall make good the BHEL's loss.
- q) The Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time as per the Gazette of Telangana Government on or before 10th of every month irrespective of bill payment by the Company.
- r) The service provider/ contractor shall ensure all the employees engaged by him are medically fit to work in the BHEL premises. The physical fitness must be verified by a medical certificate issued by a qualified medical practitioner and the same need to be submitted to the engineer-in charge. A provisional certificate can be issued by the service provider at the time of commencement of the contract but a medical examination must be administered at the service provider's/ contractor's expense to the worker within three (03) months after commencement of work. The validity of the medical fitness certificate shall be for one year or until the contract expires.

Signature of Contractor (S)

TENDER NOTICE NO: CL 2020-21/0003 Dated 25/02/2020
Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21
GUIDE LINES FOR STATUTORY PAYMENTS (2020-21)

Designation of Work category	Number of Work category	Rate of Wage/day (Rs.)	No of days
Unskilled	13 Nos	@ 460.57/day	313
Semiskilled	04 Nos	@ 497.92/day	313
Skilled	17 Nos	@ 533.72/day	313
High skilled	04 Nos	@ 561.34/day	313

The contractor shall remit PF @ 13.00 % (12% PF + 1% Admin charges), ESI @ 3.25% contribution along with employee's contributions. The PF at 12% & ESI at 0.75% respectively on the daily wages are to be deducted as employee's contribution. The contractor shall remit the above contribution along with employee's contribution to PF & ESI department and file monthly returns by 15th of every following month.

Bonus @ 8.33% (on Basic + DA as per Telangana Gazette)) to be paid by the contractor

Gratuity: The contractor shall be liable for payment of gratuity under payment of gratuity act, 1972, and the amendments / rules made there under.

Leave salary 18 days per year (payable at year ending by the contractor)

Any future increase in the cost of living allowance/wages & PF, ESI on that amount shall be paid by the contractor separately and will be reimbursed by BHEL R&D.

Other facilities to be provided to all the 38 workers

1. Protective cloth [twice a year] ‘*’ not less than	Rs. 1476.00	(738.00 x 2 Times)
2. Safety shoes ‘*’ [once a year] ,,	Rs. 360.00	
3. Soaps every month ‘*’ [100 gms] ,,	Rs. 380.00	(26.50 x 12Times)

*’ Quality should be approved by Engineer-in charge.

CONTRACTOR

ACCEPTING OFFICER

ISSUE OF STORES TO THE CONTRACTOR

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

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

The decision of the Engineer/Manager (Civil) as to the extent to which materials have been rendered surplus have been consumed in excess of the actual requirements shall be final and binding on the contractor.

Signature of Contractor

H. CEMENT:

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

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

STEEL:

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

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

PUNITIVE RATE FOR EXCESS/SHORT CONSUMPTION

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

Signature of Contractor

SCHEDULE 'C'

SERVICES VIZ, WATER & LIGHTING TO THE CONTRACTOR

1. WATER:

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

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

2. POWER:

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

Signature of Contractor

SCHEDULE 'D'

TOOLS AND PLANT TO BE HIRED TO THE CONTRACTOR

(See Conditions 14 & 34A)

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

Signature of Contractor _____

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.

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 contractor shall undertake to maintain the following registers as per prescribed Proforma
 - 1.1 Register of workmen (Form xiii)
 - 1.2 Muster Roll (Form xvi)
 - 1.3 Wages Register (Form xvii)
 - 1.4 Leave Register
 - 1.5 Register of Over time and deductions

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

Signature of Contractor

Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21

- 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 / Ranga Reddy only.
- 9 THAT the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, Corporate R&D Division Hyderabad-500 093 (Telangana State).
- 11 Recruitment, Conduct and loss (if any) of the contractor's personnel:
The contractor's employees should be loyal and obedient to their employer and BHEL. If BHEL's dealing Executive finds that the contractor's employees are not loyal and obedient & their conduct is found to be bad based on supporting evidence like continuous absenteeism, coming in inebriated condition, behaving rudely and being abusive, idling and not performing their work, not present in their work area continuously etc., contractor should replace such of their employees with persons having equal experience and skill with prior approval of BHEL dealing executive and HR / IR in line with the contract.

Signature of Contractor

GST CLAUSES:

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

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

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

Signature of Contractor

SCHEDULE-A

Price Bid

Name of the work: Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21 -

Sno	Description of Item of work	Unit	Rate	Quantity	Amount (in Rs.)
1	Maintenance of lawns (per Sq.m) including cleaning & removal of rubbish at Nursery at COE's (CFD, PMM, SCT, CIMAR, MDM, PDS etc.) at CTS building opp. security control room, CLX, ELX & Central spine in lab complex at Vikasgarden, Vikasbhavan, MCP, LWA, R&D Club & Central spine in Township at Medical centre, Township civil office, Fountain, Lawn near MCP, D- type quarters etc. Watering: Weeding, mowing and cutting edges application of manure/fertilizers as and when required. Water sprinkling at lawns as required etc. complete as per direction of Engineer-in-charge.	Sq.m	9.27	317560.50	2943785.84
2	Maintenance & preparation of flowerbeds (per sq.m) at Nursery, COE's (CFD, PMM, SCT, CIMAR, MDM, PDS etc.) at CTS building, opp security control room, CLX, ELX, & Central spine in lab complex, Vikasgarden, Vikasbhavan, MCP, LWA, R&D Club & Central spine in Township civil office, Fountain, Lawn near MCP & D-type quarters etc. Digging: Minimum 45 cm, including refilling/gap filling and leveling including application of fertilizers, manure & watering marking, seed sowing or planting, weeding mowing and cutting edges etc. as and when required as per the direction of Engineer-in-charge.	Sq.m	19.76	68529.00	1354133.04
3	Maintenance of Trees, Plants, Shrubs (Nos.) including clearing at Nursery and removal of rubbish etc., at Vikas garden & incinerator, MCP, LWA, R&D Club, Central spine in Township at Medical centre, Township civil office, S.J. park, Lawns at MCP & D-type quarters etc. Watering: (A) Every alternate day (B) Mulching and weeding the top soil for minimum 10cm once every month application of manure/fertilizers: pruning and trimming of trees: as and when required including re-digging and gap filling etc., complete as per the direction of Engineer-in-charge.	Each	43.41	38216.00	1658956.56
4	Cleaning the main roads from MCP to security control room (1.75km) 1. Sweeping/cleaning and removal of rubbish/ debris, leaves and waste material from main approach road. 2. collection and dumping to the nearest dust bin with in a lead of 0.50km.	Day	2850.54	313.00	892219.02

Maintenance of horticulture works in BHEL R&D lab complex and township for 2020-21

5	Maintenance and preparation of Flower pots: Pots supplied by BHEL (Nos). Preparation of different species of plants as directed by Engineer-in-charge mulching and weeding the top soil for minimum 10cm once every month & application of manure/ fertilizers pruning and shaping of plants spraying of pesticides for pest & disease control as and when necessary. Re-potting, soil preparation & replacement of broken pots as required, shifting and turning of pots: Once every week. Re-arrangement of pots & transportation from Nursery to Offices and back every week. Note: The placement of pots weekly at designate offices and during occasions called for. (1650 flower pots x 4 weeks per month x 12 months).	Each	18.98	79200.00	1503216.00
Total estimated value of work (in Rs.)					8352310.46
N O T E	1. The bidders are required to quote their offer on percentage (%) basis at excess or less or on par (0%) with Total estimate value (to be treated as 100%) in figures and words in one of the rows given below.				
	2. Only One of the Rows below are to be filled in % only else the offer will be rejected				
	3. EVALUATION OF PRICE BID:				
	i. A single percentage (%) must be quoted for all categories mentioned in the price bid Proforma as the job would be awarded to one or more successful tenderer as per NIT criteria ii. Price bid evaluation will be made on the basis of % quoted by bidder. iii. In case more than one agency becomes L1 by quoting same value, further sealed quotations will be called for, from those L1 agencies only to decide final agency with further lowest rates. No agency shall quote more than his original tender value, while re-quoting. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers”.				
Tender %		In figure		In Words	
Excess					
Less					
Estimated					

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

Signature of Contractor (S)