

BHARAT HEAVY ELECTRICALS LIMITED
Corporate R&D, Vikasnagar ; HYDERABAD – 500093

CWC Department

ABSTRACT OF TENDER DETAILS

Name of Work : Construction of foundation for oxygen generator plant in Moulali site of BHEL R&D
Tender Notice No.: CL 2018-19/0006 Date: 14/07/2018

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 Licence 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 2018-19/0006 Dt. 14/07/2018

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

Sl. No	Description of Work	Estimated Value Approx. Rs. Lakhs (Rounded off)	EMD (Rounded off) Rs.	Cost of Tender document Rs.	Date of tender opening	Period of completion
1	Construction of foundation for oxygen generator plant in Moulali site of BHEL R&D	1.52 lakhs	3030/-	0/-	04/08/2018	Two Months
	Taxes extra as applicable to be quoted					

Note:

1. Tenders received without EMD are liable for rejection.
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 contract agreement will be in the form prescribed by BHEL R&D.
6. In case date of opening happens to be a holiday or Sunday, tenders will be received and opened on the next working day.
7. All contractors including those who are registered under MSME/NSIC have to pay EMD.
8. 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.
9. 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 2018-19/0006 Dt. 14/07/2018, 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 04/08/2018 for the work of
“Construction of foundation for oxygen generator plant in Moulali site of BHEL R&D”
2. The CPWD Standard Specification and other documents relating to the contract such as additional specifications, drawing descriptive specification sheet regarding materials etc, can be seen on all working days between 9:00 AM and 1:00 PM in the Office of the AGM (CWC).
3. An Open Tender for the above work was floated and published in www.bhel.com. Tender Ref No. is CL 2018-19/0006. Tender forms and other particulars regarding the proposed work can be downloaded from www.bhel.com.

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.
4. 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.
 5. Tenders submitted shall be without any over writing or corrections. On opening the Tender BHEL shall attest over writings or corrections, if any, in the presence of the participant (parties) present at the time. The Tender should not be modified and shall be on prescribed form and obtained from the Office of the AGM (CWC).
 6. Tenders must be submitted in sealed covers (one for each bid) addressed to AGM (CWC), Bharat Heavy Electricals Ltd, Corporate R & D, Vikasnagar, Hyderabad-500 093. The name of the Tender and the name of the work shall be indicated the top of the cover/envelope.
 7. 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.
 8. Each Tender must pay as Earnest Money, a sum of Rs. 3030/- (Rupees Three thousand and Thirty 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.3 above.

Signature of Contractor

9. 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.
10. The Earnest Money will be refunded to the unsuccessful/ technically rejected tenderer after the intimation of rejection.
11. The tenderer shall make himself or his representative available at the office of the AGM (CWC) for tender related clarifications as per written/oral intimation to him.
12. 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.
13. 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 15 days after award of contract.
14. EMD shall not carry any interest.
15. EMD of the successful tender shall be converted and adjusted against the security deposit.
Note: Acceptance of Security Deposit against Sl. No.(iv) and (vi) above will be adjusted to Hypothecation or endorsement on the documents in favour of BHEL R&D. However, BHEL R&D will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
16. Rs. 3030/- (Rupees Three thousand and Thirty 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 amount of Rs. 3030/- (Rupees Three thousand and Thirty only) shall be liable to be forfeited.
17. Tenderer shall peruse 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.
18. AGM (CWC) reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.
19. 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.
20. The offer shall be valid for a minimum period of 90 days from the date of opening of the tender.
21. Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be 5% of the agreement value.
22. Security Deposit shall be refundable to the contractor in accordance with the terms of the contract mentioned below.

Signature of Contractor

23. The Security Deposit should be deposited before the start of the work by the contractor.
24. 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, Kisan 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
25. 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.
26. All vendors including those who are registered with MSME and NSIC have to pay EMD along with tender document.
27. **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 2018-19/0006 DATED: 14/07/2018

- 1 Name of work: Construction of foundation for oxygen generator plant in Moulali site of BHEL R&D
- 2 Earnest Money Deposit (EMD): Rs. 3030/- (Rupees Three thousand and Thirty only i.e 2% of estimate cost of Rs.1.52 lakhs)
- 3 Time of completion: Two Months
- 4 Maintenance period: 12 Months. Contract Completion certificate issued by BHEL representative.
- 5 Last date of receipt of tenders: 04/08/18 (12:00 Hrs)
- 6 Tender Opening Date/Time: 04/08/18 (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 2018-19/0006 Dt. 14/07/2018”

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 :	Construction of foundation for oxygen generator plant in Moulali site of BHEL R&D
Tender Notice No & Date:	CL 2018-19/0006 DATED: 14/07/2018
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 Civil 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 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 :Civil Renovation/Refurbishment/construction works to buildings” are considered as similar 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	Rs.
Turn over-1 year before previous year	Rs.
Turn over- 2 years before previous year	Rs.

TENDER NOTICE NO: CL 2018-19/0006 Dated 14/07/2018
Construction of foundation for oxygen generator plant in Moulali site of BHEL R&D

Solvency shall be not less than 30% of the estimated cost of this NIT. (Latest Certificate from the Bank shall be produced not older than one (1) year from the date of opening of tender.	Furnished/ Not Furnished
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.	
Civil Contractor Class Registration: With Local PWD/ CPWD/ Railways/ MES / Any Unit of BHEL and other PSU in Hyderabad (Certificate copy to be enclosed)	
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. BHEL R&D reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons thereof.
8. 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.
9. Payment terms: Single stage payment :
After completion of 100% of the work and submission of contract completion certificate issued by the BHEL (R&D) representative.
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. A list of materials proposed to be supplied by the BHEL along with the place and the prices at which they are proposed to be supplied is given in Schedule-B. TENDERER MUST ACCEPT THESE MATERIALS AT THE SPECIFIED PRICES AND QUOTE FOR FINISHED WORK ACCORDINGLY.
2. Any variation in market prices for these materials shall not change the agreed contract value.
3. In event of issue of materials, other than those specified in contract, by BHEL (for unforeseen reasons) at the request of the contractor for completion of the work, the materials would be charged at prevailing market value or at procurement price plus 12.5% handling charges whichever is higher.
4. The tenderer shall examine carefully the CPWD Detailed Standard Specifications and also the relevant clauses of the Standard Preliminary Specifications, available at office of 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.
5. Each tenderer must submit Annual IT –Return from income tax authority for past three years. In the case of proprietary or partnership firm it will be necessary to produce this certificate for the proprietor/s and for each of the partners as the case may be. All tenders received without a certificate as aforementioned will be summarily rejected.
6. Tenderer is expected to satisfy himself about the expected work, quantity and quality before quoting his rates by inspecting the site of the proposed work. He should also inspect the quarries and availability of materials. The best class of materials shall be used in proposed work. In every case, the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specifications or in the tender notice or as required by the 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.
7. Time shall be considered as essence of the contract. The rate of progress as indicated in Annexure-C shall be maintained. Date of commencement of this program will be the date on which the site (or premises) is handed over to the contractor.
8. The tenderer should quote his minimum rates for each item of the schedule (in Rupees and paisa). Specific rate for each item shall be offered. The rates shall not be mixed or compounded. The units and rates should be written both in words and figures. In case of differences between quoted rate in figures and words, the lowest rate will be considered.
9. The enclosures/schedule accompanying the tender shall be written legibly, in English. No over writing, correction shall be made on documents. Unavoidable correction should be made by crossing out the wrong information the corrections shall be endorsed and dated. Alteration without authentication by the tenderer in (i) the agreement form; (ii) the conditions of agreement and (iii) the drawing or specifications accompanying the same will not be recognized if corrected without endorsement. Any such alterations found in the tender shall disqualify the tender for acceptance.
10. The Tenderer shall not include any additional condition.
11. The Tenderer shall sign on each page of the tender schedule.
12. Rates quoted shall be firm throughout the period of contract.
13. Sub-contracting the work as a whole is not permitted.
14. 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.
15. 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.
16. Rebate quoted on overall offer is liable for rejection.
17. Rates quoted shall be exclusive of applicable taxes, Octroi, transport etc.
18. ALL taxes, Octroi charges, transport etc., shall be quoted separately.

Signature of Contractor(s)

19. BHEL's General Conditions of Contract as enclosed shall apply for this work.
20. Income Tax will be deducted as applicable.
21. GST will be deducted as applicable.
22. CESS or any other taxes at specified rates will be deducted as implemented by the State/Central Government from time to time.
23. 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
24. SITE VISIT:
 - a. Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures & practices. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work
 - b. The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
 - c. The Bidder should inform the BHEL at least 2 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
 - d. In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL

I/We agree to above term and conditions.

Signature of Contractor(s)

DATE:

SEAL:

TENDER FOR THE WORK

I/We _____

Do hereby tender to execute works of the under mentioned description and in accordance with the conditions noted below in consideration of payment being made for the quantity of work actually executed at the respective rates specified in Schedule 'A' hereto.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the CPWD Detailed Standard Specifications and the clauses of the Preliminary Specifications/BHEL General Conditions of Contract and that I/We have made such examination of the contract documents and of the specifications, etc. and of the location where the said work is to be done and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us thoroughly understand the intention of the same and the requirements, convenient agreements, stipulations and restrictions; and distinctly agree that I/We will not hereafter make any claim or demand upon the BHEL, based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, convenient, agreements, stipulations, restrictions and conditions".

I/We enclose an income tax verification certificate _____

_____/_____
I /We have already produced an income tax verification certificate during the current calendar year in respect of (here particular of the previous occasion on which the certificate was produced should be given). _____

I/We agree to keep the tender open for acceptance for Ninety (90) days from the date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to BHEL.

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

Signature of Contractor (S)
Address:

DATE :

SEAL:

AGREEMENT

M/s Bharat Heavy Electricals Limited (a Government of India Undertaking) a Company incorporated under the Companies Act.1956, having its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 through its Unit/Division at Corporate Research & Development Division, Vikasnagar, Hyderabad-500 093 hereinafter called "the Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns herein after called First Party) of one part and M/s _____ situated at _____ (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 _____ (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 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.

Signature of Contractor

2. That it is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party, will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the contractor either of part or future compensation shall remain unaffected.
3. That notwithstanding anything mentioned earlier by either party, only the conditions included in the NIT and Agreement shall prevail.
4. That the expenses of completing and stamping the agreement shall be paid by the contractor.
5. The decision of the Company whether any default has been occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/or to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on, irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any court, Tribunal or Arbitration proceedings or before any other Authority. In addition, the Contractor is also liable for legal action by the company for civil and or criminal consequences.
6. For Violation of terms and conditions of contract, 30 days' notice will be given for termination of contract.
7. In the event of any dispute or difference between the parties while executing the contract, the same will be referred to the Arbitrator agreed upon by the both parties.
8. The award given by the arbitrator is binding on both parties.
9. The jurisdiction of courts for any claims is within in Hyderabad/Secunderabad.
10. The contractor will be responsible for complying with all the relevant statutory provisions under various Labour Laws viz., Contract Labour (Regulation & Abolition) Act 1970 Minimum Wage Act 1948, Employees Provident Funds and Misc. Provisions Act 1952, ESI Act 1948, Payment of Bonus Act, 1965, Workmen's Compensation Act 1923 and other relevant Acts. Further in case BHEL R&D as principal employer has to pay any amount to any agency for non-fulfillment of any of the provisions of the above referred Act, I/We authorize BHEL R&D to deduct the amount from my/our bills or I/We, will pay the amount of BHEL R&D.
11. Force majeure, like natural calamities duration of period of delay of work shall be considered.

Signature of Contractor

DATE :

SEAL:

WITNESSES: 1.

2.

for and on behalf of,
Bharat Heavy Electricals Limited

ACCEPTING OFFICER

UNPRICED PICE BID

SCHEDULE-A

BHARAT HEAVY ELECTRICALS LIMITED
CORP RESEARCH & DEVELOPMENT DIVN
VIKASNAGAR :: HYDERABAD 500 093

Name of the work: Construction of foundation for oxygen generator plant in Moulali site of BHEL R&D -reg.

Sno	Description of Item of work	Quantity	Unit	Rate	Amount
1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 150 mm deep and disposal of rubbish, lead upto 50m. and lift upto 1.5m. in all kinds of soils .	56.35	Sqm		
2	Demolishing cement concrete work of any mix. including disposal of materials within 50 metres lead as directed by the engineer.	6.76	Cu.m		
3	Demolishing brick work manually/ by mechanical means including stacking of serviceable materials and disposal of unserviceable material within 50 metres lead made in cement mortar.	4.49	Cu.m		
4	Dismantling steel work manually/ by mechanical means in built up sections without dismembering and stacking within 50 metres lead as per direction of Engineer-in-charge.	286.94	Kg		
5	Demolishing RCC work including stacking of steel bars and disposal of unserviceable material within 50 metres lead as directed by the engineer-in-charge.	4.36	Cu.m		
6	Extra for cutting reinforcement bars manually/ by mechanical means in R.C.C. or R.B. work (Payment shall be made on the cross sectional area of R.C.C. or R.B. work) as per direction of Engineer -in -charge	16.58	Sq.m		
7	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	50.63	Cu.m		

TENDER NOTICE NO: CL 2018-19/0006 Dated 14/07/2018
Construction of foundation for oxygen generator plant in Moulali site of BHEL R&D

8	Earth work excavation by mechanical means (Hydraulic excavator) / manual means over areas in foundation trenches or drains not exceeding 30cm in depth.1.50 m in width or 10 sq.m on plan including dressing of the sides and ramming of bottoms, lift upto 1.50 m including getting out the excavated soil and disposal of surplus soil as directed within a lead of 50m in all kinds of soils.	55.08	Cu.m		
9	Supplying & stacking of morrum at site	25.36	Cu.m		
10	Filling with available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc.in layers not exceeding 200mm in depth, consolidating each deposited layer by ramming and watering lead up to 50m and lift up to 1.5m.	28.50	Cu.m		
11	Providing and laying in position cement concrete of mix 1:4:8(1 cement: 4 coarse sand: 8 graded stone aggregate 40mm nominal size) excluding the cost of centering , shuttering all works up to plinth level. Cement will be FREE supply. without cost of Cement/steel	3.05	Cu.m		
12	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : ii) 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III): 3 graded stone. Cement will be free supply. without cost of Cement/steel	7.01	Cu.m		
13	Providing centering and shuttering including strutting, propping, etc. & removal of form work after the specified time as directed by the engineer-in-charge only with steel shuttering (the extent possible usage of wood has to be avoided in construction activities) for raft slab and footings and Machine foundations. without cost of Cement/steel	12.06	Sqm		
14	Providing centering and shuttering including strutting and propping, etc. and removal of form work after a specified time as directed by the engineer-in-charge(extent possible usage of wood has to avoided in construction activities) using only steel shuttering for pockets in machine foundations. without cost of Cement/steel	2.66	Sq.m		
15	Reinforcement for RCC work including fabrication, cutting, bending, binding and placing in position etc., including cost of 18 gauge MS annealed binding wire in all floors. The steel required will supplied FREE of cost. TOR / COLD TWISTED BARS. without cost of Cement/steel	588.84	Kg		

TENDER NOTICE NO: CL 2018-19/0006 Dated 14/07/2018
Construction of foundation for oxygen generator plant in Moulali site of BHEL R&D

16	Coursed rubble stone masonry (second sort) with hard stone in layers with suitable bond stone at 1 m intervals in each coarse in cement mortar 1:6 (1 cement:6 coarse sand) in basement or super-structure. Cement will be FREE supply. without cost of Cement/steel	8.12	Cum		
17	18mm thick cement plaster in two coats under layer 12mm thick cement plaster 1:5(1 Cement :5 Coarse sand) and a top layer 6mm thick cement plaster 1:3 (Cement : 3 Fine sand) finished rough with sponge (Cement will be Free supply)	29.79	Sqm		
18	Providing cement concrete flooring mix 1:2:4 (1cement: 2coarse sand : 4 graded stone aggregate 20mm nominal size) finished with a floating coat of neat cement including slurry, rounding of edges and strips etc, complete of 40mm thick flooring. Cement will be FREE supply. without cost of Cement/steel	56.35	Sqm		

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

Signature of Contractor (S)

PRICE BID

SCHEDULE - A

BHARAT HEAVY ELECTRICALS LIMITED
CORP RESEARCH & DEVELOPMENT DIVN
VIKASNAGAR :: HYDERABAD 500 093

Name of the work: Construction of foundation for oxygen generator plant in Moulali site of BHEL R&D -reg.

Sno	Description of Item of work	Quantity	Unit	Rate	Amount
1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 150 mm deep and disposal of rubbish, lead upto 50m. and lift upto 1.5m. in all kinds of soils .	56.35	Sqm		
2	Demolishing cement concrete work of any mix. including disposal of materials within 50 metres lead as directed by the engineer.	6.76	Cu.m		
3	Demolishing brick work manually/ by mechanical means including stacking of serviceable materials and disposal of unserviceable material within 50 metres lead made in cement mortar.	4.49	Cu.m		
4	Dismantling steel work manually/ by mechanical means in built up sections without dismembering and stacking within 50 metres lead as per direction of Engineer-in-charge.	286.94	Kg		
5	Demolishing RCC work including stacking of steel bars and disposal of unserviceable material within 50 metres lead as directed by the engineer-in-charge.	4.36	Cu.m		
6	Extra for cutting reinforcement bars manually/ by mechanical means in R.C.C. or R.B. work (Payment shall be made on the cross sectional area of R.C.C. or R.B. work) as per direction of Engineer -in -charge	16.58	Sq.m		
7	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	50.63	Cu.m		

TENDER NOTICE NO: CL 2018-19/0006 Dated 14/07/2018
Construction of foundation for oxygen generator plant in Moulali site of BHEL R&D

8	Earth work excavation by mechanical means (Hydraulic excavator) / manual means over areas in foundation trenches or drains not exceeding 30cm in depth.1.50 m in width or 10 sq.m on plan including dressing of the sides and ramming of bottoms, lift upto 1.50 m including getting out the excavated soil and disposal of surplus soil as directed within a lead of 50m in all kinds of soils.	55.08	Cu.m		
9	Supplying & stacking of morrum at site	25.36	Cu.m		
10	Filling with available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc.in layers not exceeding 200mm in depth, consolidating each deposited layer by ramming and watering lead up to 50m and lift up to 1.5m.	28.50	Cu.m		
11	Providing and laying in position cement concrete of mix 1:4:8(1 cement: 4 coarse sand: 8 graded stone aggregate 40mm nominal size) excluding the cost of centering , shuttering all works up to plinth level. Cement will be FREE supply. without cost of Cement/steel	3.05	Cu.m		
12	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : ii) 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III): 3 graded stone. Cement will be free supply. without cost of Cement/steel	7.01	Cu.m		
13	Providing centering and shuttering including strutting, propping, etc. & removal of form work after the specified time as directed by the engineer-in-charge only with steel shuttering (the extent possible usage of wood has to be avoided in construction activities) for raft slab and footings and Machine foundations. without cost of Cement/steel	12.06	Sqm		
14	Providing centering and shuttering including strutting and propping, etc. and removal of form work after a specified time as directed by the engineer-in-charge(extent possible usage of wood has to avoided in construction activities) using only steel shuttering for pockets in machine foundations. without cost of Cement/steel	2.66	Sq.m		
15	Reinforcement for RCC work including fabrication, cutting, bending, binding and placing in position etc., including cost of 18 gauge MS annealed binding wire in all floors. The steel required will supplied FREE of cost. TOR / COLD TWISTED BARS. without cost of Cement/steel	588.84	Kg		

TENDER NOTICE NO: CL 2018-19/0006 Dated 14/07/2018
Construction of foundation for oxygen generator plant in Moulali site of BHEL R&D

16	Coursed rubble stone masonry (second sort) with hard stone in layers with suitable bond stone at 1 m intervals in each coarse in cement mortar 1:6 (1 cement:6 coarse sand) in basement or super-structure. Cement will be FREE supply. without cost of Cement/steel	8.12	Cum		
17	18mm thick cement plaster in two coats under layer 12mm thick cement plaster 1:5(1 Cement :5 Coarse sand) and a top layer 6mm thick cement plaster 1:3 (Cement : 3 Fine sand) finished rough with sponge (Cement will be Free supply)	29.79	Sqm		
18	Providing cement concrete flooring mix 1:2:4 (1cement: 2coarse sand : 4 graded stone aggregate 20mm nominal size) finished with a floating coat of neat cement including slurry, rounding of edges and strips etc, complete of 40mm thick flooring. Cement will be FREE supply. without cost of Cement/steel	56.35	Sqm		

Total Amount Rs. _____

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

TOTAL AMOUNT in Rupees

(in figures and words) in rupees :

GST RATE :

GST AMOUNT:

GRAND TOTAL AMOUNT including GST amount:

(In figures and words)

Signature of Contractor (S)

SCHEDULE 'B'

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

STEEL:

Steel will be issued by weight duly weighing at Store as stocked by Bharat Heavy Electricals Ltd., The surplus steel is represented by the difference between the quantity received and the quantity required and 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	Rs. 7600-00 per M.T
2. MILD STEEL	Rs. 4600-00 per Quintal
3. TOR STEEL	Rs. 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 Rs. 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 Rs.	Frequency of maintenance	+value per unit	place of issue	Number required by
1	2	3	4	5	6	7	8

Signature of Contractor _____

Signature of Issuing Officer _____

Date: _____

Date: _____

Note:

1. The tenderer shall indicate in column 8 the number required by him subject to the maximum indicate in column 3.
2. Column 6 is not to completed if condition 34 A committed from the General Condition of Contract

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

- 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 HEAVYELECTRICALS LIMITED, Corporate R&D Division Hyderabad-500 093 (Telangana State).

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 timeline 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:
For Services: For services received from GST registered service providers, GST compliant invoice shall mention the GST registration number of Corporate R&D: 36AAACB4146P3ZE

For Goods: For goods invoices procured from GST registered vendors, the 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