

# TECHNICAL BID

(First 4 pages)

**TENDERS (CIVIL) SHALL BE SUBMITTED /DROPPED IN  
CIVIL 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 R & D DIVISION, VIKASNAGAR  
HYDERABAD-500093**

TELEX: (040) 2388 2110 & 2377 2339  
FAX : 040) 2377 6320  
EMAIL: gowtamb@bhelrnd.co.in

TENDER NOTICE NO.: Horti/401/16-17 DATED: 27/05/2016

- 1 Name of work: Horticulture works in BHEL R&D lab complex and Township during the year 2016-17.
- 2 Earnest Money Deposit (EMD): -NIL-
- 3 Time of completion: Twelve (12) Months
- 4 Last date of receipt of tenders: 17-06-2016 (14.30 Hrs)
- 5 Tender Opening Date/Time: 17-06-2016 (14.45 Hrs)
- 6 Cost of tender documents (Including S.T.): Rs. 300.00

Name & Address of the  
contractor/Agency:

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EMD PARTICULARS -----

## TENDERING PROCESS

- A. Civil Tender box is located at Security Control Room for submitting Tenders.
- B. Tenders would be received in two-bid system / ~~single bid~~ **(open/limited) system.**
1. Technical bid (First sealed envelop / cover)
  2. Price bid (Second sealed envelop / cover)
- C. Tender opening

On the day of opening, only technical bids (first envelop) 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 or 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.

In case of tender application and tender documents downloaded from website, the tenderer shall pay cost of tender documents and EMD for item of work for which he is tendering, separately by means of **two separate demand drafts** (in favor of **Accounts Officer, BHEL R&D Vikasnagar, Hyderabad 500 093**) one towards cost of tender documents and second towards EMD. Both DD's shall be enclosed along with the Technical-bid. Demand drafts issued, latest on last date of receipt of tenders will be accepted.

**TECHNICAL- BID**

(First FOUR PAGES along with necessary Documents and EMD should be submitted as Technical Bid)

Name of the contractor:	
Name of work :	
Tender Notice No & Date:	
Item No. :	
<b>Details of DD/Cash paid for tender documents</b>	
DD / Cash receipt No. ( for EMD )	
DD / Cash receipt No. ( for cost of tender documents )	
<b>Particulars of experience/credentials:</b>	
Experience of having successfully completed similar works during last 7 years from the date of tender notice should be either of the following : a)Three similar completed works each costing not less than an amount equal to 40% of estimated value mentioned against each work in the tender notice <b>OR</b> b)Two similar completed works each costing not less than an amount equal to 50% estimated value mentioned against each work in the tender notice. <b>OR</b> c)One similar completed works each costing not less than an amount equal 80% estimated value mentioned against each work in the tender notice. <b>(copy of performance report from the organization where the work is executed is to be enclosed. Submission of Work Order copy is not adequate)</b>	
Average annual financial turn over during the last 3 years, ending 31 <sup>st</sup> March of the previous financial year, should be 30% of the estimated cost as mentioned against each 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.

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.	
<b>Civil Contractor Class Registration:</b> With Local PWD/ CPWD/ Railways/ MES / Any Unit of BHEL and other PSU in Hyderabad (Certificate copy to be enclosed)	
<b>ESI NO.</b> (Copy to be enclosed)	
<b>PF-CODE NO.</b> (Copy to be enclosed)	
<b>PAN NO.</b> (in case not available, proof of having applied with acknowledgement from concerned authorities)	
<b>Service Tax No.</b>	
<b>APGST/VAT/TIN NO.</b> (in case applied for, proof of having applied with acknowledgement from concerned authorities).	

**NOTE:**

1. Tenders without PAN, PF No., APGST/VAT/TIN, Service Tax, 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 contract 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.

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

Signature of Contractor

Seal

Date:

# TENDER DOCUMENT

(Price Bid 18 pages)

TENDER NOTICE NO.Horti/401/16-17                      ITEM NO.1                      DATED: 27-05-2016  
DATE & TIME OF CLOSING :                      17-06-2015                      14 : 30 HRS.  
DATE & TIME OF OPENING :                      17-06-2015                      14 : 45 HRS.  
COST OF TENDER DOCUMENT :                      Rs.300/-  
EARNEST MONEY DEPOSIT :                      Nil

NAME OF WORK :                      Horticulture works in BHEL R&D lab complex and Township during  
the year 2016-17.

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

DATE: -----

EMD PAID VIDE DD/ CR/ BC/ NO:

Rs:

TENDER POSITION:

CLX:

DATED:

FMX



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

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

**TENDER NOTICE**

1. **T.N.No.Horti/401/2016-17 Date: 27-05-2016**, Sealed Tenders are invited by AGM/Projects, Bharat Heavy Electricals Ltd., Corporate Research & Development Division, Vikas Nagar, Hyderabad – 500 093 up to 14-30 Hours on **17-06-2016 for the work of**

**Horticulture works in BHEL R&D lab complex and Township  
during the year 2016-17**

2. The CPWD Standard Specification and other documents relating sheet to the contract such as additional specifications, drawing descriptive specification sheet regarding materials etc, can be seen at any time between 9:00 AM and 1:00 PM on Office of the AGM/Projects).
3. Tender forms and other particulars regarding the proposed work can be obtained at the office of the AGM/Projects) on any working day from 9.00 AM To 1.00 PM up to **16-06-2016** on payment of the prescribed sum of Rs.300.00 (Rs. Three Hundred Only) per set, not refundable.
4. The Tenders will be opened by the AGM/Projects) 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. The tender submitted shall be without any over writing 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/Projects
6. Tender must submitted in sealed covers (one for each bid) addressed to AGM/Projects 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/envelop.
7. If the tender is made by an individual, it shall be signed with his full name and address. Incase 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. The tenderer shall make himself or his representative available at the office of the AGM (Proj.) for tender related clarifications as per written/oral intimation to him.
9. After opening the tender, the revokes his tender within the validity period or increased his quoted rates.
10. The tenderer does not commence the work the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of contract.

11. Tenderer shall pursue carefully the instructions provided in 'Direction to Parties tendering' and the conditions of the agreement form and all other relevant documents before tendering rates for the work. The approximate quantity of work to be executed under each class is given in schedule-A. The quantities are given with a view to enable the tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that Bharat Heavy Electricals Limited does not accept any deviations (omissions, deductions, or additions) that may be made in the tender documents by the parties tendering.
12. AGM/Projects reserves that right to reject any tender or part thereof or all the tenders with out assigning any reasons thereof.
13. Tenders offering a percentage deduction or increase on the estimate amount and those not submitted in proper form or in due time will be rejected.
14. The offer shall be valid for a minimum period of 120 days from the date of opening of the tender.
15. Security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below.

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

16. The Security Deposit should be deposited before start of the work by the contractor.
- .17. Security Deposit may be furnished in any one of the following forms.
  - I. Cash (as permissible under the Income Tax Act)
  - II. pay Order, Demand Draft in favour of BHEL (R&D).
  - III. Local cheques of schedule banks subject to realization.
  - IV. security available from Post Office such as National savings Certificate, Kissan Vikas Patras etc.
  - V. Bank Guarantee from schedules Banks/Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL (R&D).
  - VI. Fixed Deposit Receipt issued by scheduled Banks/Public Financial Institutions as defined in the companies Act. The FDR should be in the name of contractor, A/C BHEL (R&D), duly discharge on the back.
  - VII. Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the security deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.

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.

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

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

18. 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.
19. BHEL reserves the right to go in for Reverse Auction. All bidders must explicitly give their consent for reverse auction along with their technical bid. Modalities will be informed separately.

**ISSUING OFFICER**

I/We agree to above terms and conditions.

**CONTRACTOR**

Phone No: 2388 2110  
 Fax : 040-23776320  
 Grams: BHELDEV

**BHARAT HEAVY ELECTRICALS LIMITED  
 CORP. R&D DIVISION:VIKASNAGAR:HYDERABAD-500 093**

**TENDER NOTICE No. Horti/401/2016-17 Dt.27/05/2016**

Sealed Tenders are invited by the AGM/Projects from the BHEL registered contractors having valid PF No., ESI, VAT/TIN registration for the following works to be taken up at BHEL, Corp. R&D, Division., Near HAL/Balanagar, Vikasnagar, Hyderabad-500 093. The tenders are to be submitted in the Projects Dept Tender Box placed at Security control room up to 14-30 hours on the dates mentioned below and the **tenders will be opened on the same day at 14-45 hours at the Vendors' Meeting Room [SANGAM]** near CTS building.

S No.	Description of Work	Estimated cost in Rs.Lakhs	EMD Rs. Ps	Cost of Tender Document Rs. Ps	Period sale of Tender Document	Date of opening	Period of completion
1.	<b>Horticulture work in BHEL R&amp;D lab complex and Township during the year 2016-17</b>	<b>86.28</b>	<b>Nil</b>	<b>300.00</b>	<b>27-05-16 to 16-06-16</b>	<b>17-06-16</b>	<b>12 Months</b>

**Note:**

1. Tender documents are obtainable between the dates mentioned from the office of the AGM/Projects BHEL (R&D) Division, Vikasnagar, Hyderabad-500 093 during office hours on submitting the application with proof of their experience and enclosing copies of registration certificates, PF No. ESI, Sales Tax, Service Tax if applicable registration, Labour License from Central/State Government.
2. The cost of tender documents will not be refunded and tenders are not transferable under any circumstances.
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.
4. Crossed demand drafts/Cash for issue of tender documents shall be sent to the Accounts Officer, BHEL Corp. R&D Division, Vikasnagar, Hyderabad - 500 093.
5. The conclusion of contract will be in the form prescribed by Bharat Heavy Electricals Limited for the purpose.
6. In case date of opening happens to be holiday by any reason, tenders will be received and opened on next working day.

Sd/-  
 (B. Gowtam)  
 AGM/Projects

## **TENDERER AND CONTRACTOR'S CERTIFICATE**

1. 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 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.
2. I/We hereby declare that I shall pay the statutory minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract labour (Regulation and Abolition) Act 1971 and Rules framed there under with Subsequent revisions if any.

DATE \_\_\_\_\_

**SIGNATURE OF CONTRACTOR(S)**

## DIRECTIONS TO PARTIES TENDERING

- 1) A list of materials proposed to be supplied by the 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 price 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 clause of the standard preliminary specifications, available at office of AGM (Projects), 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 must for in the standard specifications or in the tender notice or as required by the AGM(Proj.) shall be arranged by 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 programme 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. Rates quoted shall be exclusive of applicable taxes, octroi, transport etc.
17. All taxes, octroi charges, transport etc shall be quoted separately.
18. BHEL 's General Conditions of Contract as enclosed shall apply for this work.
19. Income Tax will be deducted as applicable.
20. Sales Tax will be deducted as applicable.
21. CESS or any other taxes at specified rates will be deducted as implemented by the Sate/Central Government from time to time.
22. Service tax, if applicable will be reimbursed on production of proof of payment.

ISSUING OFFICER

I/We agree to above term and conditions.

CONTRACTOR

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.

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

Signature of Contractor (S)  
Address:

## 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 \_\_\_\_\_

\_\_\_\_\_ (hereafter called the contractor) of second part.

Whereas M/s Bharat Heavy Electricals Limited having placed Work order (vide LOI No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "Contractor") for the work \_\_\_\_\_ in BHEL R&D lab complex, site at Vikasnagar, Hyderabad - 500 093 of Bharat Heavy Electricals Limited,

Corporate Research and Development Division, situated at about 9 kms west of Secunderabad City, more particularly described in the schedule including drawings and specifications attached herewith. \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the "Contract") 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. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) paid by him when he submitted his tender as part of the Security for the due fulfillments of the contract to the satisfaction of the first party.

And whereas the contractor has also perused the copy of the Central Public Works Department Standard Specifications and addenda volume, BHEL General Conditions of contract maintained in the Senior Engineers 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 \_\_\_\_\_ [date] the date on which the site or premises was handed over to the contractor.
2. That it is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party, will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the contractor either of part or future compensation shall remain unaffected.
3. That notwithstanding any thing 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.

For Violation of terms and conditions of contract, 30 days notice will be given for Termination of contract.

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. The award given by the arbitrator is binding on both parties.

The jurisdiction of courts for any claims is within in Hyderabad/Secunderabad.

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.

WITNESSES: 1.

2.

DATED:

SIGNATURE OF CONTARCTOR.

for and on behalf of,  
Bharat Heavy Electricals Limited

ACCEPTING OFFICER

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

SCHEDULE.A

Name of the work: Horticulture work in BHEL R&D lab complex and Township during the year 2016-17.

Sno	Description of Item of work	Quantity	Unit	R A T E I N	Amount
				Figures	Words
1	Maintenance of lawns (per Sq.m) including cleaning & removal of rubbish at Nursery at COEs (CFD, PMM, SCT, CIMAR, MDM, PDS etc) at CTS building, opp. Security control room, CLX, ELX & Central spine in lab complex at Viaksgarden, Vikas Bhavan, MCP, LWA, R&D Club & Central spine in T/S at Medical centre, T/S Civil Office, Fountain, lawn near MCP, Executive quarters etc.	317560.50	Sq.m		
	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. (763)				
2	Maintenance & preparation of flowerbeds: (Per Sq.m) at Nursery at COES (CFD, PMM, SCT, CIMAR, MDM, PDS etc) at CTS building, Opp. Security control room, CLX, ELX, & Central spine in lab complex at Vikas garden, Vikas Bhavan, MCP, LWA, R&D Club & Central spine in T/S at Medical centre, T/S Civil Office, fountain, lawn near MCP, Executive quarters etc.	68529.05	Sq.m		
	Digging: Minimum 45 cm, including refilling/gap filling and leveling including application of fertilizers, manures & watering Marking, seed sowing or planting: Weeding, mowing and cutting edges etc. as and when required as per the direction of Engineer-in-charge (764)				

Sno	Description of item of work	Quantity	Unit	R A T E I N	Amount
				Figures	Words

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 T/S at Medical centre, T/S Civil Office, SJ partk, lawns at MCP, Executive quarters etc	38216.00	Each		
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Watering:

A: Every alternate day

Mulching and weeding the top soil for minimum 10 cm once every month application of manure/fertilizers:

Pruning and treimming of Trees: as and when required including re-digging and gap filling etc., complete as per the direction of Engineer-in-charge (765)

4	Cleaning main road from MCP to control room (1.75 km) 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 0.50 km (766)	302.00	1 Day		
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5	Maintenance and preparation of FLOWER POTS: Pots supplied by BHEL (Nos). Propagation of different species of plants as directed by Engineer-in-charge mulching and weeding the top soil for minimum 10 cm: 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 month. 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 (767)	79276.00	Each		
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TOTAL AMOUNT

NOTE:

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**GUIDE LINES FOR STATUTORY PAYMENTS (2016-17)**

<b>Designation of Work category</b>	<b>Number of Work category</b>	<b>Rate of Wage/day (Rs.)</b>	<b>No of days</b>
Unskilled	13 Nos	@ 400.31/day	313
Semi-skilled	4 Nos	@ 437.80/day	313
Skilled	23 Nos	@ 473.45/day	313
High skilled	4 Nos	@ 501.08/day	313
Sr. High skilled	3 Nos	@ 496.92/day	313

The contractor shall remit PF @ 13.61%, ESI @ 4.75% contribution along with employees contributions. The PF at 12% & ESI at 1.75% respectively on the daily wages are to be deducted as employees contribution. The contractor shall remit the above contribution along with employees contribution to PF & ESI department and file monthly returns by 15<sup>th</sup> of every following month.

Bonus @ 8.33% (or) minimum Rs.7000.00 as per Bonus act to be paid by the contractor

Leave salary 10 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 47 workers**

1. Protective cloth [twice a year] ‘*’ not less than	Rs. 880.00	(440.00 x 2 Times)
2. Stitching charges [twice a year] ..	Rs. 660.00	(330.00 x 2 Times)
3. New year gift ‘*’ [once a year] ..	Rs. 330.00	
4. Safety shoes ‘*’ [once a year] ..	Rs. 495.00	
5. Duster cloth [4 times a year] ‘*’ ..	Rs. 110.00	(27.50 x 4 Times)
6. Soaps every month ‘*’ [100 gms] ..	Rs. 264.00	(22.00 x 12Times)
7. Summer caps ‘*’ [once a year] ..	Rs. 55.00	
8. Safety equipment & safety tools ..	Rs.30000.00	(Safety tools and
Sharpening of tools, purchase		Safety equipments to be
of brooms & baskets etc.		procured & handed over
		to Engineer in charge &
		maintain stock register
		as per Annex.7)

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

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**SCHEDULE 'D'****TOOLS AND PLANT TO BE HIRED TO THE CONTRACTOR****(See Conditions 14 & 34A)**

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

Signature of Contractor\_\_\_\_\_

Signature of Issuing Officer\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Note:

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

### **SPECIAL CONDITIONS OF CONTRACT**

1. THAT the contractor further under takes to maintain the following registers as per prescribed proforma.
  - a) Register of workmen (Form xiii)
  - b) Muster Roll (Form xvi)
  - c) Wages Register (Form xvii)
  - d) Leave Register
  - e) Register of Over time and deductions
- 2 THAT the company after proper checking of the bills submitted by the said contractor will pay to him during the progress of the said work, at the said contract rates and agreed terms of payment, a sum as determined by the company in respect of the work executed by the contractor.
- 3 THAT the contract shall come into force with retrospective effect from the date on which the letter accepting the tender (letter of Intent) has been communicated to the said contractor.
- 4 THAT whenever under this contract or otherwise any sum of money shall be recoverable from or payable by the contractor the same may be deducted in the manner as set out in the conditions of contract as aforesaid.
- 5 THAT all charges on account of Octroi, Terminal and Sales-Tax other duties on materials obtained for the works shall be borne by the said contractor.
- 5a) It is also agreed between parties that the second party to the contract will ensure adherence to all statutory requirements under the State Rules in respect of service conditions for the employment of contract labour. The second party also hereby undertake to get himself licensed from the appropriate authority as a contractor in accordance with A.P. Contract Labour (R&A) Rules, 1971. It is understood by the second party that for this agreement to be effective, the prime condition is his fulfilling the condition being licensed as a contractor under the state Legislation and the continuance of the agreement is subject to his sustained ensurance of the agreement is subject to his sustained endurance of fulfillment of all statutory requirements including those contained in Labour Commissioner's Notification No.8385/79 in respect of employment conditions for contract labour and payment of wages as specified by the State Government. Further as and when there are changes in the service conditions/wages rates for contract labour, as notified by the State Labour Department, the same will be implemented even if the said modification is given at any time after the conclusion of the Agreement. Any violation in respect of absorbance of statutory requirement under the contract Labour (Regulation and Abolition) Act 1970, will make the Agreement liable for immediate termination in regard to paid holidays, the contractor will observe BHEL list of holidays as notified from time to time.

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- b) The Contractor shall ensure abidance by all the labour laws especially including contract Labour (R&A) Act, payment of wages, Workmen's Compensation Act, Minimum wages Act, as amended from time to time.
  - c) The contractor will obtain a separate provident fund code for his establishment and ensure implementation of provident fund Act in the case of all eligible employees and in the process shall conform to all the stipulated conditions under the PF Act and rules framed there under.
  - d) Notwithstanding clause ( C ) above in case of any financial loss incurred by the company on account of the contravention of the provident fund regulations or any regulation of rules touching the same by the contractor, the contractor shall undertake to indemnify the company to the extent of the loss incurred by the company.
- 6 THAT it is agreed between the parties that the non-exercise of any of the powers conferred on the Authorities of the company, will not in any manner constitute waiver of the conditions here to contained in those presents and the liability of the said contractor either of past or future compensation shall remain unaffected.
7. Any claim or dispute arising under the terms of this document shall only be enforced or settled at any courts located at Hyderabad / Secunderabad / Ranga Reddy only.
8. THAT the expression BHEL wherever occurring means THE BHARAT HEAVY ELCETRICALS LIMITED, Corporate R&D Division Hyderabad-500 093 (Andhra Pradesh)

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