

Bharat Heavy Electricals Limited
High Pressure Boiler Plant - Tiruchirappalli – 620 014.
Civil Engineering Department (Township)

NOTICE INVITING E-TENDER

Part – I TECHNO COMMERCIAL BID (QB)		
1.	Tender Schedule No.	: CT: TS: 004 / 2021 - 22
2.	Tender Type	: Open Tender – Two Part (e - Tender)
3.	Name of Work	: Cutting, trimming and taking away of unwanted / fallen / dead trees including branches within BHEL, Trichy Complex, Mainly all Township area, on sale basis
4.	Location of Work	: BHEL-- Trichy Complex
5.	Contract Value	: Rs. 7,86,611
6.	Period of Contract	: 12 (Twelve) Months from the date of award of contract
7.	EMD	: Rs. 15,732/- (Rupees Fifteen Thousand Seven Hundred and Thirty Two only) EMD will not be waived off for MSE / NSIC / SSI vendors on submission of valid Documents. (EMD shall be paid preferably in the NEFT form (Ref. Annex-A1 and the SBI-e-collect receipt shall be uploaded), EMD taken other than NEFT mode, should be forwarded in original, physically / couriered to Civil Township Office, on or before tender submission deadline. The scanned copy of the same should be uploaded in eProcurement site. For NEFT mode (failing to adhere to the above, will make the bid liable for rejection)
8.	Tender document Details	: This Tender document: Pages 1 to 42
9.	Civil Special & Standard conditions of contract	: Not required.
10.	Mode of submission of offer	: No Physical submission of tender , Tender only to be submitted electronically by logging to e-procurement portal https://eprocurebhel.co.in
11.	Contact details of queries related to tender	: Smt. J P Akila, Manager, Civil / Ts. / Plng. 0431 257 1937; e-mail: akila@bhel.in
12.	Contact details for queries related to scope of work	: Shri. R.Sundaresan , Manager / Civil Township 0431 257 8579; e-mail: sundaresan@bhel.in
13.	Last Date for Receipt of Tender	: 21.02.2022 / 10:00 Hrs.
14.	Date of Techno Commercial Bid opening	: 21.02.2022 / 14:00 Hrs.
15.	MSE benefits if applicable	: Not Applicable

We, the tender, have gone through all the pages of tender document and accept the terms and conditions.

Contractor Profile details -

1.	Name of the Enterprise / Company / Firm.	To be filled in e-procurement portal
1.1.	Status of the Enterprise / Company / Firm.	To be filled in e-procurement portal
1.2.	Regd. Address of Enterprise / Company / Firm.	To be filled in e-procurement portal
1.3	If offer is addressed from different address, as above, the same may specified,	To be filled in e-procurement portal
2	Details of documentary evidence submitted in support of Status of the Enterprise / Company / Firm.	Details to be filled and documentary evidence to be uploaded in e-procurement portal
Following documents to be uploaded in e-procurement portal based on status of Agency / Company / Vendor		
2.1	Sole Proprietorship	PAN / GST Registration
2.2	Partnership	Registered Partnership Deed / Pan copy of all the partners to be furnished
2.3	Private Limited Company / Public Limited Company / Public Sector / Govt. org	Certificate of Registration / Memorandum of Association & Articles of Association
2.4	Are you/your partner involved whether as a proprietor/partner in other companies. In case of bid given by company, any other sister concerns being run. (Details of Name, Address, etc., of such companies shall be furnished.) if applicable	To be filled in e-procurement portal
3.	Landline/Mobile number(s)	To be filled in e-procurement portal
4.	E-mail Address	To be filled in e-procurement portal
5.	Name, Designation and Contact details of person signing the Tender (In case of authorized signatory, the copy of Power of Attorney (POA) should be uploaded as per Annexure-A3.)	To be filled in e-procurement portal
6.	BHEL- Trichy Vendor Code: (If vendor code is not available, kindly Submit the original NEFT/RTGS Format duly filled and signed in the last page (No. 22) of this document along with cancelled cheque leaf)	To be filled in e-procurement portal

NORMS FOR QUALIFICATION FOR THIS TENDER
CHECK LIST - TO BE FILLED BY CONTRACTOR COMPULSORILY

Sl. No	Qualifying Criteria	Details
A	<p>Rs. 15,732/- (Rupees Fifteen Thousand Seven Hundred and Thirty Two only) (Offer without EMD will be Rejected) (EMD is not waived off for SME / NSIC / SSI / MSME vendors for this tender) (NEFT is the preferred mode of payment for EMD) EMD may be submitted in following ways:</p> <p>i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure-A1 for making EMD payment through SBI-E-collect)</p> <p>ii) In the form of DD / FDR (Along with offer) drawn in favour of BHEL - Trichy, payable at Trichy issued by Scheduled Bank / Nationalized bank / Consortium banks.</p> <p>EMD in any other form (One Time EMD, BG for full value of EMD etc.) is not acceptable.</p>	<p>NEFT / RTGS PAYMENT DETAILS: OR DD / FDR DETAILS:</p> <p>(Details to be filled and documentary evidence to be uploaded in e-procurement portal)</p>
B	<p>Income Tax Registration (PAN) (Copy of PAN to be uploaded)</p>	
C	<p>"No deviation & Declaration certificate" on bidder's Letter head as per enclosed Annexure-A2 of tender document (Duly signed and sealed copy to be uploaded.)</p>	
<p>Note:</p> <p>1. Bidders are requested to submit only the documents required to meet the pre-qualification criteria as per tender. Documents not relevant to tender pre-qualification criteria / tender shall not be enclosed along with the offer.</p> <p>2. Digitally signed / Self-attested copy of all the documents should be uploaded along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / False / Fake, then necessary action will be taken by BHEL against Contractor viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.</p>		

CHECK LIST FOR DOCUMENTS TO BE UPLOADED IN e-PROCUREMENT PORTAL

Description	Remarks
EMD	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
PAN	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
GST	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
Signed and sealed copy of this Tender Document (all pages) no price should be written in this tender document, the price should be quoted only in e-Procurement portal)	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
NO DEVIATION AND DECLARATION CERTIFICATE ON BIDDERS LETTER HEAD	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
DOCUMENTARY PROOF FOR COMPANY / FIRM / PROPRIETORSHIP	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
NEFT BANK FORMAT (If applicable)	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
POWER OF ATTORNEY FOR SIGNING TENDER (If applicable)	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded

Local Supplier Self-Declaration

Tender Schedule No.	CT: TS: 004 / 2021 - 22
Tender hosted Date	07.02.2022

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018 & 04.06.2020. I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods/services/works against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Date:

Place:

(Please fill all the yellow color field)

Declaration

To:

The Manager
Civil Township Office,
Kailasapuram, Trichy

Sir,

At this time of submission of this tender ----- (Tender Schedule No) I / We, -----
(Company Name) declares that we will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, I / We ----- (Company Name), am / are found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines.

Thanking you,

Yours Truly,
For and On behalf of,

Company name & seal

Date:

Place:

E- Invoice Declaration

To:

**The Manager
Civil Township Office,
Kailasapuram, Trichy**

Sub: Undertaking regarding Issuance of E-Invoice under GST Act

Dear Sir,

1. We hereby confirm that our Aggregate Turnover is less than 100 Crore & we are not mandated to issue E-Invoice (as per Rule No: 48 (4) of CGST Rules) w.e.f. 01/01/2021 as notified in Notification No: 61/2020-CT dated 30/07/2020.
2. We hereby confirm that our Aggregate Turnover is more than 500 Crore & we are mandated to issue E-Invoice (as per Rule No: 48 (4) of CGST Rules) w.e.f. 01/10/2020 as notified in Notification No: 61/2020-CT dated 30/07/2020. Hence, all our tax invoices issued w.e.f. 01.10.2020 will contain/ contains the QR Code, IRN, Signature obtained from *Invoice Registration Portal (IRP)* & will comply with requirements stipulated in Rule No: 45 & 48 of CGST Rules, 2017.
3. We hereby confirm that our Aggregate Turnover is more than 100 Crore but less than 500 Crore & we are mandated to issue E-Invoice (as per Rule No: 48 (4) of CGST Rules) w.e.f. 01/01/2021 as notified in Notification No: 88/2020-CT dated 10/11/2020. Hence, all our tax invoices issued w.e.f. 01.01.2021 will contain the QR Code, IRN, Signature obtained from *Invoice Registration Portal (IRP)* & will comply with requirements stipulated in Rule No: 45 & 48 of CGST Rules, 2017.

Thanking you,

Yours Truly,
For and On behalf of,

Company name & seal

Date:

Place:

(Strike out whichever is not applicable)

(This undertaking should be issued in company letterhead & to be signed by Authorised Signatory.)

This explains how to make Payments to BHEL - Tiruchirappalli and through SBI-E-collect. Vendors (EMD and SD Payments payable by others) can utilize this facility. payments can be made using Internet Banking, Debit Cards / Credit Cards etc. SBI Charges a minimum amount (Service Charges) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <http://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU" and Institution type "INDUSTRY".
4. Select "BHEL TRICHY" under "INDUSRY"
5. In the next page, Select APPOPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM" to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. Save & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY" option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a) Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b) If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile Number which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

No deviation and Declaration to be given by vendor in vendor's letter head

Name of work:

Tender Schedule No:

We, the vendor, do hereby declare that we do not have any deviations to the tender terms and conditions as per

1. Technical Bid-Qualifying Criteria-Price bid
2. Special and General terms & Conditions of Contract

We have gone through all the tender terms and conditions; we have noted down the job content & site conditions. We have quoted our offer for all items by taking care of unit of measurement given in the Bill of quantities against individual items. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We assure that no tampering was done to any part of tender document by us and if otherwise will lead to rejection of our bid. We confirm to have submitted our offer strictly in accordance with tender instructions.

We also hereby confirm the following points with ref to the above works, if ordered on us:

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi-Skilled / Skilled /Supervisor category) by us in the above contract as per the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (iii) Bonus as per the Bonus Act-1965 along with Wage.
2. ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The quoted amount in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust any advance / loan / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid ONLY through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
8. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same.
9. We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU / Government organization.

The tender must be signed digitally / physically by Propreitor / Managing Partner/ Director of the Firm. If any other person is authorized to sign the tender, this copy of Power of Attorney must accompany the tender.

POWER OF ATTORNEY

(To be typed on company's letter head)

I / We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s hereinafter called 'Company', for submitting Tender and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of our Company with M/s Bharat Heavy Electricals Ltd, HPBP, TRICHY-620 014, in connection with (Name of work)

.....

vide Tender Schedule No: _____, dated _____. And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

Director / CMD / Partner / Proprietor

Signature of Mr.....(Attorney)

Attested by: Director / CMD / Partner / Proprietor

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI – 620 014
CIVIL ENGINEERING DEPARTMENT**

BHE:P: C: T:

Dt. **07 02 2022**

To

The Tenderer,

Dear Sirs,

Sub: **Cutting, trimming and taking away of unwanted / fallen / dead trees including branches within BHEL, Trichy Complex, Mainly all Township area, on sale basis**

Ref: Tender Schedule No. **CT: TS: 004 / 2021-22**

Please find enclosed / attached non-transferable tender document containing

Techno-commercial bid consisting of Preamble, Specifications, General Conditions of Contract, Norms for Qualification and Qualification Pro form, Bill of Quantities to offer your most competitive rates for all the items.

TENDERS must be submitted electronically by logging to e-procurement portal <https://eprocurebhel.co.in>
Physical submission of tender shall not be accepted.

EMD:

EMD may be submitted in the form of

- (i) Electronic Fund Transfer credited in BHEL account (before Tender opening) or
- (ii) Demand Draft (DD) in favour of BHEL Trichy or
- (iii) Fixed Deposit Receipt (FDR) issued by schedule banks / Public Financial Institutions as defined in the Companies Act.

(FDR should be in the name of the Contractor, a/c BHEL and affix one rupee (Rs.1/-) revenue stamp & sign on back side of FDR, In case, the same discharged FDR submitting second time as EMD "A Lien-Confirmation letter" issued from Bank must be submitted along with FDR). For vendors who are unsuccessful in the tender, who submitted FDR, it will be returned in person only.

In case of offline payments, the hardcopies of EMD documents i.e. DD/FDR submitted to Manager / Civil / Township office, BHEL, Trichy before tender opening and the soft-copies to be uploaded at the time of online bid submission, otherwise the tender will be summarily rejected.

Bidder should arrange for the EMD as specified in the tender. The original EMD should be posted/couriered/given in person in a sealed cover **super scribing "Name of Work" "Tender Schedule Number & date"** to the Tender Inviting Authority, within the bid submission date and time for the tender.

CONTRACTOR

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ACCEPTING OFFICER

NOTE: - EMD waiver not applicable for MSE / NSIC / SSI vendors for this tender (Hence, vendors should furnish EMD of specified amount without which their bids will not be considered).

The completed qualification bid, Price Bid, Special Conditions of Contract and Standard conditions of Contract along with required documents and EMD of **Rs. 15,732/- (Rupees Fifteen Thousand Seven Hundred and Thirty Two only)** shall be uploaded in e-procurement portal on or before **21.02.2022 @ 10:00 Hrs.** The qualification bid will be opened on **21.02.2022 @14:00 hrs.** through e-procurement portal. In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid shall be intimated only to the bidders those who have qualified after evaluation of the qualification bid.

Thanking you,

Encl:

E Format in Page No. 22 "Acceptance for Electronic fund transfer / RTGS Transfer" should be Compulsorily filled by the new vendors and submitted along with an original cancelled cheque leaf is to be attached.

Yours faithfully
For and on behalf of
BHARAT HEAVY ELECTRICALS LIMITED

Manager
Civil Township Office



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI – 620 014
CIVIL ENGINEERING DEPARTMENT
TENDER CONDITION

1. **The scope of work involves** Cutting, trimming and taking away of unwanted / fallen / dead trees including branches within BHEL, Trichy Complex, Mainly all Township area, on sale basis. The contractor is required to carry out contract activities as directed by the department officials. It is required to engage certain minimum strength of staff for effective supervision of works.
2. In addition, Quantity surveyors have to be engaged to prepare measurements and submit the bills.
3. Minimum wage



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI – 14
HUMAN RESOURCE MANAGEMENT

Ref No.TP:HR: Contract Cell:MW

Date: 19/04/2021

CIRCULAR

To

ALL CONTRACT AWARDING / EXECUTING OFFICIALS

Sub: Minimum Wages Act, 1948 – Revision of Dearness Allowance for employment in “General Engineering and Fabrication Industry – Reg.

Ref: Notification No.Z3/6667/2021 dated 16/03/2021 by Office of the Commissioner of Labour, Chennai – 600 006.

Consequent upon the increase in Dearness Allowance payable under the Minimum Wages Act from Rs.5209/- to **Rs.5717/-** per month to those employed in “General Engineering and Fabrication Industry”, the Statutory Minimum Wages applicable to the contract workmen would be as follows with effect from 01/04/2021:

S.No.	Category	Minimum Basic Wages per day (in Rs.)	Minimum DA per day (in Rs.)	Total Minimum Wages per day (in Rs.)
1	Unskilled Worker	258.50	219.88	478.38
2	Semi-Skilled Worker	271.00	219.88	490.88
3	Skilled Worker	278.50	219.88	498.38
4	Supervisor	295.00	219.88	514.88

All Contract Awarding / Executing Executives are requested to ensure that the contractors make payment of wages to their workers not less than the above Statutory Minimum Wages along with BHEL Additional Wages as stipulated in the respective work order.

(M. Soosai Michael Raj)
SDGM (HR-Est, Law & Contract Cell)

1. **Works done at the risk and cost of the contractor:**

In case the works are executed at the risk and cost of the contractor by engaging alternate agency, 30 % overheads shall be recovered from the defaulted contractor, if the works are carried out at the same awarded rate.

if any additional expenditure incurred over contract rate the same shall be recovered from the contractor. In addition, 30 % overheads against actual cost incurred (i.e. Contract rate + Additional cost) will also be recovered from the contractor.

2. Any tools/spares/machinery (other than free issue materials) issued by BHEL on written request by contractor will be on chargeable basis and based on availability. The charges shall be decided by BHEL and are final.

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 620 014
CIVIL ENGINEERING DEPARTMENT
NOTICE INVITING TENDER

1.	Name of Work	:	Cutting, trimming and taking away of unwanted / fallen / dead trees including branches within BHEL, Trichy Complex, Mainly all Township area, on sale basis
2.	Estimated Cost	:	Rs. 7,86,611
3.	Earnest Money Deposit	:	Rs. 15,732/- (Rupees Fifteen Thousand Seven Hundred and Thirty Two only)
4.	Completion time	:	12 (Twelve) months (From the date of commencement of the work which will be reckoned from the date of handing over to the Contractor)
5.	Last Date of Receipt of Tenders	:	21.02.2022 @ 10:00 hrs.
6.	Date of Tender opening	:	21.02.2022 @ 14:00 hrs.
7.	Maintenance Period	:	Nil

ISSUING OFFICER

C.A.....Date
(To be used in conjunction with BHE Ltd., General Conditions of Contract)

AUTHORITY TO TENDER

Office of the
The Manager
Civil Township Office,
Kailasapuram, Trichy

Tender Schedule No. **CT: TS: 004 / 2021-22**

Percentage rate / tender for works required in Cutting, trimming and taking away of unwanted / fallen / dead trees including branches within BHEL, Trichy Complex, Mainly all Township area, on sale basis

Messrs. 'are / is hereby authorized to tender for the above work.

BHARAT HEAVY ELECTRICALS LIMITED DO NOT BIND THEMSELVES TO ACCEPT THE LOWEST OR ANY TENDER

**Issuing Officer with
Designation**

Contract Agreement No.....

TENDER

To

MANAGER

Civil Township Office

Bharat Heavy Electricals Limited

Unit : Tiruverumbur

TIRUCHIRAPPALLI - 620 014.

I / We hereby offer to carry out the tendered work.

I / We hereby carefully perused the following documents connected with the above noted work and agree to abide the same.

1. Specifications (General & Particular)
2. ~~Drawings IF ANY~~
3. Schedule 'A', 'B', 'C', 'D' & 'E' and Bill of Quantities attached hereto.
4. ~~Schedule or rates~~
5. BHE Ltd., General & Special Conditions of Contract, Tender Notice and Instructions to Tenders attached hereto.

I / We forward herewith the sum of Rs.....as Earnest Money, which shall be refunded should this tender be rejected. I / We further agree to deposit such sum which along with the sum of Rs.....mentioned above shall make up 50% of the fully Security Deposit for this work as provided for under conditions of the BHARAT HEAVY ELECTRICALS LIMITED General Conditions of Contract.

I / We further agree to execute all the work referred to in the said documents upon the terms & condition contained or referred therein and as detailed in Schedule 'A' and Bill of Quantities annexure thereto an to carry out such deviations as may be ordered, vide conditions 6 of the BHEL Ltd., General Conditions of Contract upto a maximum of 20% of the tendered of Rs.....

I / WE further agree to refer all disputes, as required by condition 62 of the General conditions of Contract to the sole arbitration of an Officer, to be appointed by the General Manager, B.H.E. Ltd., in his sold discretion whose decision shall be final and binding.

WITNESS

Signature of the Contractor

Date :

1.

2.

GENERAL SUMMARY

- | | | | |
|----|--|-------|-----|
| 1. | (a) Net Cost of works or building etc., from Schedule 'A' and Bill of quantities annexed thereto | | Rs. |
| 2. | Provisional sum | | Rs. |
| | Total | | Rs. |
| | | | |

Rupees.....
.....Shri.....

..... in the capacity of has been duly authorized by me / use to sign the tender for and on behalf of
.....
..... (in block letters)

Date : SIGNATURE OF CONTRACTOR

Witness : Postal Address :

1..... Telephone No.
Address

2.....
Address

..... alternations have been made in the Tender Document and as evidence that these alternations were made before the execution of contract agreement, they have been initialed by the Contractor and the
.....
..... is hereby authorized to sign and initial on my behalf the documents forming part of this contract (Number of alternation in figures and words to be given me)

The above tender is accepted by me on behalf of the Bharat Heavy Electricals Limited, Unit Thriuverumbur, Tiruchirappalli – 620 014. for a sum of Rs.
.....
..... at the item rates as indicated in the Bill of Quantities attached to Schedule 'A'.

Signature Date.....

Designation

1. Common overall percentage based on BOQ shall be entered in the online Excel template which will be uploaded in EProcurement Portal. **Contractor has to quote the overall percentage only {Below (100-X %) / At par (100%) / Above (100+X %)}**

Ex:

If Vendor wants to quote 90% of Bill of Quantities rate then the same to be quoted as (100-10)%

If Vendor wants to quote at par Bill of Quantities rate, then the same to be quoted as 100%

If Vendor wants to quote 110% of Bill of Quantities rate then the same to be quoted as(100+10)%

L1 will be decided based on the lowest quoted percentage among the vendors.

2. L1 Tie:

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) (or their representatives). (Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

3. RISK PURCHASE: In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:

1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.
4. Termination of contract on account of any other reason (s) attributable to contractor.
5. Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to contractor.

Risk and Cost amount against balance work will be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

4.No-Deviation certificate for accepting all tender conditions will be mentioned and obtained in tender.

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI – 620 014
CIVIL ENGINEERING DEPARTMENT**

TENDER CONDITION

1. The contractor is required to carry out tender activities as directed by the department officials. It is required to engage certain minimum strength of staff for effective supervision of works.
2. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
3. BHEL reserves the right to increase or decrease the tendered quantity.
4. BHEL does not guarantee ordering of any minimum quantity.

5. SPECIAL CONDITIONS

NOTE:	The contractor shall note all the points as detailed below before submitting their offer for this sale order.
1)	The above works shall be done only for Cutting, trimming and taking away of unwanted / fallen / dead trees including branches within BHEL, Trichy Complex, Mainly all Township area, on sale basis. BHEL officials have the final authority in deciding / categorising items as per Bill of Quantities.
3)	The scope of the work includes cleaning of all wastage generated during the above operations including twigs, dried leaves and associated debris, etc., and disposing them within a lead of 100m in the specified low lying areas nearby and or destroying them safely as per standard practice and instruction of Officer-in-charge. The rate shall also include cost of all labour, loading, leading to weighment and taking away to their destination, conveyance by contractor's own lorry for all distances etc. complete. Material to be taken away from BHEL area will be weighed and charged for each items as per quoted rates plus applicable GST.
3)	Cut trees, stems, branches, twigs and all other associated wastes should be cleared of from the site immediately within seven days, otherwise the same will be done through other agencies at your risk and cost.
4)	The contractor shall approach for security witness and staff of weigh bridge with prior intimation to us for loading, weighment and taking away the wood with necessary gate passes.
5)	The sale order shall be executed between 06.00 Hrs. and 18.00 Hrs. on any working day, but the gate passes should be made ready with the materials to be taken away before 16.30 Hrs. on that particular day
6)	To cater our emergency needs as and when required the contractor or his duly authorized agent shall be available at any time or shall inform his whereabouts for our urgent needs if necessary. The fallen trees should be cut on emergency and person should attend to the complaint round the clock when called for.
7)	The contractor shall follow all safety regulations.
8)	A circulating advance payment of 20% of the awarded vale shall be made in the form of DD in favour of BHEL, Trichy within one week time from the date of award of work. After exhausting the first advance, second advance shall be paid within a weeks' time. Applicable GST to be paid by vendor. Failing of making advance amount within the stipulated time will attract penalty of 5% of the advance due amount for every week delay in making the advance payment. This will be deducted from the security deposit, already available amount or from any other contract of the vendor.

9)	Contractor should make his own arrangement for cutting, taking the trees from the places as shown by us, loading, transporting, weighing and taking from our area and other connected activities including the debris clearance for the concerned areas thereof at contractor's own cost. In case of failure to do so, same shall be carried out by BHEL and the cost with additional penalty shall be recovered and adjusted against the advance.
10)	The item rates indicated in this list of items are only basic price. The GST and any other taxes if any shall be paid by the contractor extra at the rates applicable from time to time. In case of concessional tax is applicable, it can be charged provided the required forms are submitted to BHEL. Also Income Tax at source at applicable rate with surcharge shall be collected and remitted to the Income Tax department and TCS shall be issued. In case of any exemption from TCS, same may be produced in Original for not collecting the Income Tax.
11)	The rate quoted should be valid for a minimum period of 90 days from the due date of Tender opening. No bidder is permitted to withdraw their offer within the validity period of the tender or before finalization of the order. In such case EMD will be forfeited and bidder will be blacklisted.
12)	The delivery of the material will be given only during General shift working hours on working days.
13)	The buyer is not permitted to resell the material within BHEL premises. The buyer has to take delivery of the material by them.
14)	All taxes due under provisions of local law as applicable at the time of collection and transportation of the materials shall be payable by the contractor.
15)	BHEL shall not be responsible for any accident. Contractor shall provide all amenities to the workmen as per statutory requirement at their cost. Contractor should strictly follow the security, safety rules and regulations of BHEL.
16)	BHEL reserves the right to withdraw from sale without assigning any reasons.

6. Taxes & Duties :

The item rates indicated in this Bill of Quantities are only basic price excluding GST. The GST and any other taxes if any shall be paid by contractor extra at the rates applicable from time to time. Also Income Tax at source at applicable rate with surcharge shall be collected and remitted to the Income Tax department and TCS shall be issued. In case of any exemption from TCS, same may be produced in Original for not collecting the Income Tax.

7. All taxes and duty other than GST & GST Cess

The contract price shall be inclusive of all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, Octroi, commissions or other charges which may be levied on the input goods consumed and output goods delivered in the course of Works Contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from the contractors bills or otherwise as deemed fit.

8. Payment Terms :

A circulating advance payment of 20% of the awarded vale shall be made in the form of DD in favour of BHEL, Trichy within one week time from the date of award of work. After exhausting the first advance, second advance shall be paid within a weeks' time. Applicable GST to be paid by vendor. Failing of making advance amount within the stipulated time will attract penalty of 5% of the advance due amount for every week

delay in making the advance payment. This will be deducted from the security deposit, already available amount or from any other contract of the vendor.

9. Bonus Clause ,PVC & ORC :

The Bonus clause, PVC & ORC are not applicable for this tender.

10. LD/Penalty:

LD for penalty clause is applicable as per General Conditions' of contract (Clause 41) which is reproduced below.

"GCC- Clause 41- Compensation for Delay:

If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contracted or extended period of completion, he shall, without prejudice to any other right or remedy of the B.H.E.L on account of such breach, pay as agreed compensation an amount calculated as stipulated below or such smaller amount as may be fixed by the BHEL on the contract value of the work for every week that the progress remains below that specified in condition 7 or that the work remains incomplete.

This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered.

- a. Completion period (as originally-stipulated) -- at 1 percent per week.
Not exceeding 6 months.
- b. Completion period (as originally-stipulated) -- at ½ percent per week
Exceeding 6 months and not exceeding 2 years.
- c. Completion period (as originally-stipulated) -- at¼ percent per week
Exceeding 2 years.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted percentage of the contract value or of the contract value of the item or group of items of work for which a separate period of completion is given:

- a. Completion period (as originally-stipulated) -- 10 percent.
Not exceeding 6 months.
- b. Completion period (as originally-stipulated) -- 7½ percent.
Exceeding 6 months and not exceeding 2 years.
- c. Completion period (as original-stipulated) -- 5 percent.
Exceeding 2 years

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the B.H.E.L."

Tender Conditions related to Financial terms

a. Taxes & Duties : The percentage rate offered is for finished item of works and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, establishment, services, revenue expenses, overheads, profits & all other incidentals etc., complete Rate quoted shall include all royalties, terminal taxes, Octroi duties, and any other taxes leviable under the State or Central Government rules. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect. The percentage rate quoted shall not include applicable GST.

Important Note:

GST to be remitted by Vendor Details: 2.5% CGST +2.5% SGST+2.5% TCS

- b. Response to Tenders for Indigenous supplier will be entertained only if the vendor has
- a. valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer.
 - b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
 - c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
 - d) Invoices will be processed only upon completion of statutory requirement and further subject to following: a. Vendor declaring such invoice in Form GST ANX-1 b. Receipt of Goods or Services and Tax invoice by BHEL
 - e) As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of 634556/2022/HPBP-CIVFACYOFF 3 invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
 - f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
 - g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within

stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor

h) In case GST credit is denied to BHEL due to non-receipt or 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 claimed in the invoice shall be disallowed to the vendor.

i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor. All taxes and duty other than GST & GST Cess The contract price shall be inclusive of all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, Octroi, commissions or other charges which may be levied on the input goods consumed and output goods delivered in the course of Works Contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from the contractors bills or otherwise as deemed fit.

Security Deposit

5.1 The Security Deposit shall be collected from the successful tenderer. The total amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. 100% required Security Deposit, including the EMD has to be furnished by the contractor before commencement of the work

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

5.2 Security Deposit may be furnished in any one of the following forms: i. Cash (as permissible under the extant Income Tax Act) ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) v. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL, Trichy) (Note: BHEL 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) The Security Deposit shall not carry any interest

11. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page". BHEL's Guidelines for Suspension of Business Dealings with Suppliers/ Contractors shall apply to this Notice Inviting Tender/ Enquiry.

The said Guidelines are available at

http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf

The Bidders shall peruse the same prior to submission of the bid Any action taken or proposed to be taken by BHEL under the said policy shall be without prejudice, and in addition, to other rights and remedies as may be available to BHEL under contract or law."

12. SAFETY CLASS

General safety precautions to be followed at work site during execution

The following safety measures should be strictly adhered to during execution of works at sites.

- I. Providing the working platform with toe board and handrail for continuous working at heights.
- II. Providing safety belt and life line at all times for men working at heights.
- III. Providing dust or fume respirator in places where dust and fume concentration exists.
- IV. Providing goggles and welding screens.
- V. Providing acid and alkali proof rubber gloves for handling acid and alkali and chemical which are corrosive.
- VI. Providing rubber gloves for working on electrical works.
- VII. Ensuring proper lashing of the components while being transported in vehicles.
- VIII. The vehicles must have side supports or have body to support the materials conveyed.
- IX. The materials should not be allowed to extend or overflow the sides of the vehicles.
- X. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
- XI. Driver of the vehicle must possess license.
- XII. Vehicle must not be overloaded prescribed limits.
- XIII. Red flags and lights for parts projecting from the body of vehicle must be provided.
- XIV. The speed restrictions within the factory premises must be strictly adhered to.
- XV. The gas cylinders must be always handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.
- XVI. Cylinders should not be used without regulators.
- XVII. All excavations must be barricaded and red lamps must be provided.
- XVIII. All electrical connections must be properly earthed.
- XIX. No work should be taken up for execution inside shop floor, without obtaining necessary work permit.
- XX. Providing helmet, safety belt, etc., for high level work and sufficient number of Industrial Safety nets at appropriate level to safeguard the persons working at high level particularly nin trusses, girders, roofing etc., of industrial and high roof buildings.
- XXI. The contractor should maintain a register regarding the driver license particulars.
- XXII. All personal protective equipment conform with standard specification as per the details given in the code of conduct.

Contractor including their sub-contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measurers. Any violation thereof will invite punitive action being taken against them. Also contractors with

frequent violations of safety regulations will not be entrusted with further work in this organization

SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS

I. VEHICLE

- I. Vehicles carrying material should have proper registration documents and must be produced on demand by our Security Staff.
- II. The light on right side, i.e., over the driver's cabin shall be in working condition.
- III. Both the head lights as well as park lamps must be in working conditions.

II. MOVEMENT OF VEHICLE

- I. The vehicle should not travel at more than 20 km.ph in our premises.
- II. The Driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
- III. Vehicles carrying inflammable liquids in the tank containers should have grounding chain or the tank should be coated with insulating material also to avoid Static Electricity.
- IV. In road junctions, speed breakers and railway crossing, the speed should be lowered and vehicle should proceed cautiously.
- V. The driving should 'KEEP TO THE LEFT' at all places.
- VI. The vehicle should not be parked in road which could obstruct the vehicular traffic.
- VII. No person other than driver should be allowed to sit or stand on the prime mover or trailer.
- VIII. The vehicle should pass only through the approved routes. Short cuts should be forbidden.
- IX. There must be a safe distance behind another moving truck.
- X. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

III SHIPPING

- II. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
- III. Adequate packing must be given for easy slinging operation. The packing materials should be good enough to withstand the load.
- IV. The stacking of loads in the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
- V. The loaded materials should be fastened tightly with 'WIRE ROPE'. Manila rope or coir rope should not at all be used. There must be side packing such as gunny or rubber tire between the sharp edge of the job and wire rope in order to avoid cut in the wire rope.
- VI. There must be minimum two fastenings and it should be more in case of lengthier loads.
- VII. The wire rope should be in sound conditions i.e, there should not be links, knots or bristles etc.,
- VIII. The wire rope ends should be clamped with 'U' clamps.
- IX. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailer also.
- X. The loose pieces should be bundled before loading on the truck.
- XI. There must be red flags or red lamps for the lengthy loads which extend beyond chassis.
- XII. The load should not be over hanging more than 3 ft. from the end of the body.
- XIII. The materials should not be stacked too high to avoid hitting against live electric lines.

XIV. While transporting the scraps, there must be wire knitting cover to prevent falling of scrap.

IV GENERAL :The vehicles should not be moved directly inside the production building in case the materials are to be unloaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points with the help of shop officials. This will avoid the congestion of blocking of traffic in the gangway.

13. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
14. All the Statutory Obligations such as Labor Acts, Factories Act, Goods & Services tax (GST), etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
15. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.
16. BHEL reserves the right to reject the tender, if it contains any tampering to the tender documents submitted by the bidder, at any stage.
17. BHEL reserves the right to cancel the tender or reject the Highest/lowest or any tender in full or in part without assigning any reasons whatsoever.
18. The brief description of items of work is given in the bill of quantities provided in the Price Bid. Contractors are requested to visit the site to get themselves acquainted with the site conditions before submitting the offer.
19. Time is the essence of the contract. Being a time bound works, the contractor should make all efforts to complete the work in time. Even though the overall completion period is indicated in the tender, works shall be completed progressively and handed over as per agreed split up schedule.
20. Tender Value is only approximate and liable for variation without entitling the tenderer to any compensation, till the total value of contract does not vary more than 30%. The contractor has to execute any item of work irrespective of the quantity available in the tender without any reservation till the contract value does not vary more than 30%.
21. **Quoted percentage/rate for all items shall be firm throughout the contract period including extended period if any and no cost escalation is allowed on any account.**
22. Some changes are likely in the quantities furnished. The rates quoted shall be deemed to be inclusive of all such contingencies.

23. The rate quoted shall not include applicable GST.

24. Response to Tenders will be entertained only if the contractor has a valid GST registration no which should be clearly mentioned in the offer.
25. The Contractor shall mention their GST 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.
26. All invoices shall bear the SAC code (Services Accounting Code) & HSN Code (if applicable) for each item separately (Harmonized System of Nomenclature).
- 27. Payment shall be effected only after submission of declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & All tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If it is not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.**
28. In case of discrepancy in the data uploaded by contractor in the GSTN portal or in case of any shortages or rejection in the works executed, then BHEL will not be able to avail the tax credit (if Input Tax Credit is applicable) and will notify the Contractor of the same. The Contractor has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections, within the calendar month notified by BHEL.
29. For any such delay in availing of tax credit for reasons attributable to the Contractor (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
30. Usually, working hours are limited to day time only. In emergency cases to carryout works during nights, it may be done so with the specific prior permission of BHEL. In such case, it is to be carried out in the presence of BHEL officials or their authorized persons.
31. The work shall be carried out as per the instructions of Engineer-in-charge.
32. The percentage rate offered is for finished item of works and shall provide for the complete cost fuel, tools, tackles, plant & machinery, temporary works, labour, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colony Establishment, services, revenue expenses, overheads, profits & all other incidentals etc., complete.
33. For any clarification on the tender document, the bidder may seek the same in writing or through email, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

34. In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error / missing pages / other clerical errors in the tender documents, noticed must be pointed out before submission of offer, else BHEL's interpretation shall prevail.

35. Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments / Clarifications / Corrigenda / Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Qualification Bid
- e. General Conditions of Contract

36. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.

37. Documentary evidences (Xerox copies –self-attested) for all the qualification norms as required & indicated in the tender document should be furnished, without which it will not be taken into account. The tenderers shall produce original document for verification if so decided by BHEL.

38. The contractor may be required to undertake works at remote places and in such cases the contractor should make own arrangement for safety of BHEL materials, water required for the work and power etc without extra claim from BHEL.

39. The contractor has to carry out the work in production shops without affecting the production by planning such work on holidays / obtaining proper shut down.

40. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.

41. The contractor shall strictly adhere to various labour laws in force.

42. The contractor shall follow norms of BHEL security system for movement of men including bio-metric system & materials within the complex.

43. The offers of the tenderer / bidders who are on the banned list and also the offer of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification - List of Banned Firms)

44. Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor's representative at the work spot. The contract should arrange for surveying construction site wherever required at his own cost.

45. BHEL reserves its right to reject the offer on account of unsatisfactory past performance by the present tenderer / his group / group of companies / any member in the consortium in case of consortium in another project / sister unit awarded under different enquiry. The tenderer has to declare the facts of performance with his customers and their contact details with phone & e-mail ids in his letter head. BHEL reserves its right to cancel the tender without assigning any reason.
46. Bank Guarantee format and the list of consortium banks are enclosed for BG submission against Security Deposit
47. Tenderers are requested to furnish the duly filled in E format (attached as separate in the Qualification Bid) sheet along with a cancelled cheque leaf to accept Electronic Fund Transfer/ R T G S transfer for any payment from BHEL, Trichy.
48. The contractor has to submit the organization chart of their set up for the works and any change thereafter in the organization set up shall have the prior approval of BHEL.
49. The contractor should submit the programme for the completion of work and the list of machineries and site personnel to be deployed for the work along with tender.
50. Statement of completed works with detailed measurements along with material reconciliation statements shall be submitted by the contractor in the last week of every month for processing bill.
51. The contract to be entered into with the successful tenderer will be governed by the BHEL Revised General Conditions of Contract in force.
52. Contractor's materials and tools & plants shall have to be brought inside BHEL with proper invoice / voucher and make necessary entry in the security gate. They should maintain proper record for tools and plants, materials, etc., brought inside BHEL complex.
53. To safeguard the persons working at height sufficient number of Industrial Safety nets shall be provided at tenderer's cost in appropriate level and locations. The working hand including Supervisors, Engineers should wear the personal protective items and safety measures such as helmets, safety belts, shoes, etc., before entering into working place.
54. The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
55. It shall be the responsibility of the contractor to see that the workmen do not utilize the departmental canteen facilities. Contractor has to make his own arrangements to provide refreshment for the workmen.
56. The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.
57. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
58. On the written request from the contractor **Water required for the work may be provided by this organization at only one point at the site of the work at free of cost.** In case of failure of water supply, the Contractor will have to make his own arrangements for water without any extra claims until supply is restored. BHEL does not accept any liability whatsoever for non-supply or delay in the supply of water under any

circumstances. The contractor shall ensure that there is no wastage of water otherwise supply of water is liable to be stopped at contractor's risk and cost.

59. On the written request from the contractor **Electrical energy required for the work may be given by this organization at any one point at the site of work at free of cost.** BHEL does not accept any liability whatsoever for non-supply, delay in supply or failure of supply of electrical energy. Contractor shall ensure that there is no wastage of electrical energy otherwise supply is liable to be stopped at contractor's risk and cost. The contractor shall make leak proof / fire proof shed and provide control panel board of required capacity and lay the required cables at their own cost for further distribution.
60. On the written request from the contractor **Compressed air for the work will be provided by this organization at only one point near the site of work at free of cost.** The contractor should be in a position to make his own arrangement for compressed air without any extra claim for the uninterrupted operation of jackhammer with silencer wherever BHEL is not in a position to supply compressed air.
61. **Bank Guarantee format can be obtained after award of work by the successful tenderer.**
62. No night work will be permitted without the written permission of the Engineer – in – charge.
63. No Over Run Charges shall be applicable under any circumstances.
64. LD / Penalty clause is applicable as per General Conditions of Contract in force.
65. BHEL reserves its right to finalize the contract through reverse auction for which only qualified tenderers will be provided with necessary documents containing reverse auction rules, terms and conditions for this purpose.
66. In all matters of dispute, the decision of the General Manager, Bharat Heavy Electricals Ltd., Tiruchirappalli – 620 014. shall be final and binding on the tenderer / contractor.
67. Any claim or dispute arising from the tender stage, till/after completion of the work under the terms and conditions stipulated in the tender document/contract agreement shall only be enforced or settled in the courts at Tiruchirappalli, Tamil Nadu only.
68. **Force Majeure clause:** If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such nonperformance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by BHEL subject to prompt notification by the tenderer to BHEL of the particulars of the events and supply to the BHEL if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

69. The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
70. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.
71. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.
72. Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.
73. If, in case of opening of price bids, when there is a Tie in the percentage rates quoted by the tenderers, the ranking will be decided based on Lot System, in the presence of the bidders who witness the price bid opening.

74. The bidder along with its associate/ collaborators / sub-contractors / sub vendors / consultants / service providers shall strictly adhere to BHEL fraud prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of the management about any fraud or suspected fraud as soon as it comes to their notice

75. Deviations

The contractor shall not make any alteration in addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Accepting Officer in writing and incorporated in the contract.

The Accepting Officer may deviate either by way of addition or deduction, from the work so described, provided that the contract sum be not thereby varied on the whole by more than the percentage set out in the tender documents. The value of all addition and deductions will be added to, or deducted from the contract sum. Whenever the Accepting Officer intends to exercise such a right, his intention shall specify the deviations which are to be

made, the lumpsum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the entire contract.

Any objection by the Contractor to any matter concerning the order shall be notified by him in writing to the Engineer-in-charge within **Seven days** from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer-in-charge) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the contractor, he will be deemed to have accepted the order and the conditions stated therein. In the event of the contractor failing to agree with the Engineer-in charge regarding the terms of the proposed deviation, the objection shall be referred to the Project Manager whose decision shall be final conclusive and binding on the Contractor.

76. ARBITRATION & CONCILIATION

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director / General Manager of BHEL and if ED is unable or unwilling to act, to the sole arbitration of some other person appointed by the ED / General Manager, willing to act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Manager / Senior Engineer / Engineer-in-charge is expressed in the contract to be final and conclusive.

There will be no objection if the arbitrator so appointed is an employee of B.H.E.L and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue, during the arbitration proceedings and no payment due or payable, to the Contractor shall be withheld on account of such proceeding.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the Parties fixing the date of first hearings.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply the provisions of BPE office memorandum No. BPE/CL 001/ 76MAN / 2 (1.10) 75-BPE (GM-1) dated 1st January 1976 or its amendments for arbitration shall be applicable.

Expect as provide elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference ; arising out of the formation ,breach ,termination ,validity or execution of the contract; or ,the respective rights and liabilities of the parties ; or, in relation to interpretation of any provision of the contract; or , in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitrations of an arbitrator appointed by Head of the BHEL Unit /Region/Division issuing the contract .

The arbitrator shall pass a reasoned award and the award arbitrator shall be final and binding upon the parties.

Subject as aforesaid , the provisions of arbitration and conciliation Act 1996 (India) or statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under the clause .The seat of arbitration shall be Tiruchirapalli , Tamil Nadu

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause, the Courts at Tiruchirapalli , Tamil Nadu Shall have Exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and / or reference for the arbitration, the Contractors shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner expect where the contract has been terminated by either party in terms of this Contract.

In case of contract with public sector enterprise (PSE) or a Government department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute ,provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the law secretary, department of legal affairs ,ministry of law and justice, Government of India. Upon such reference the dispute shall be decided by the law secretary or the special secretary or Additional secretary when so authorized by the law secretary, whose decision shall bind the parties hereto finally and conclusively . The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:

77. Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account) Every Endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
78. Conditional, unwitnessed, late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**

79. Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person(s) signing the bid shall be liable for rejection. entries in the Tender documents should be in one ink.
80. The Tender must be signed separately and legibly by Partner / Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly self-attested must accompany the proprietor or partner.
81. If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL will REJECT SUCH TENDER AT ANY STAGE.
82. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
83. Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
84. Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
85. All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the tender will be hosted on BHEL Tenders websites only (i.e. <http://www.bhel.com>), and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.
86. BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or Any document submitted by the bidder was fake and forged Or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
87. The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
88. The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
89. The contractor shall strictly adhere to various labour laws in force.
90. The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
91. Prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
92. If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.
93. Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out.

PART-II _ PRICE BID (PB)**(BILL OF QUANTITIES)**

(No rate shall be written here. Quote based on this BOQ should be given online in xl-format, only in eProcurement portal)

Name of work : Cutting, trimming and taking away of unwanted / fallen / dead trees including branches within BHEL, Trichy Complex, Mainly all Township area, on sale basis

Sl. No	Quantity	Description	Unit	Rate (Rs)	Amount (Rs)
1		Cutting trimming and taking away of unwanted / dead trees of the following items of trees within BHEL Complex, making them into pieces, loading and conveying the entire lots irrespective of size to contractors destination by his own lorry, as per the instruction of Engineer-in-charge. The scope of the work includes uprooting of trees with necessary excavation, refilling and levelling the pit excavated to match with surrounding ground, cleaning of all wastages generated during the above operations including twigs, dried leaves associated debris, etc., and disposing them in the specified low lying areas nearby and or destroying/burning them safely as per standard practice and instruction of Officer-in-charge. The tenderer / auctioner shall quote the rate on weightment basis (i.e. per M.T.) that they could offer to BHEL. The rate shall also include cost of all labour, tools & equipments for cutting, sizing into pieces, loading, leading, to weightment and taking away to their destination, to pieces, loading, leading, to weightment and taking away to their destination, conveyance by contractor's own lorry for all distances etc. complete. Material to be taken away from BHEL area will be weighed and charge			
A	10	Tree branches of less than 2” dia. waste cut wood and twigs of all trees other than teak and Eucalyptus.	MT	1,458.60	14,586.00
B	30	Tree branches /stems of size more than 2” and upto 12” dia. of Konnai, Karuvel, , Gulmohar, Alamaram, Arasu Asoka and Subabul.	MT	1,683.00	50,490.00
C	25	Tree branches / stems of size more than 2” and up to 12” dia. of Vaagai,Tamarind, Naval and Mango.	MT	2,244.00	56,100.00
D	8	Tree branches / stems of size more than 2” and up to 12” dia. of Neem	MT	2,805.00	22,440.00

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E	12	Tree branches / stems of size more than 12” dia. (any size) of Konnai, Karuvel, Peepul, Banyan, Gulmohar, Alamaram, Arasu Asoka and Subabul	MT	2,244.00	26,928.00
F	12	Tree branches / stems of size more than 12” dia. (any size) of Vaagai,Tamarind, Naval and Mango.	MT	2,805.00	33,660.00
G	4	Tree branches / stems of size more than 12” dia. (any size) of Neem.	MT	4,488.00	17,952.00
H	3	Tree branches / stems of size more than 12” dia. (any size) of coconut and cotton tree	MT	673.20	2,019.60
I	25	Uprooted base stems with roots of any size of all kinds of trees	MT	2,019.60	50,490.00
2		Cutting trimming and taking away of uprooted / fallen trees of the following items of trees within BHEL Complex, making them into pieces, loading and conveying the entire lots irrespective of size to contractors destination by his own lorry, as per the instruction of Engineer-in-charge. The scope of the work includes cleaning of all wastages generated during the above operations including twigs, dried leaves associated debris, etc., and disposing them in the specified low lying areas nearby and or destroying/burning them safely as per standard practice and instruction of Officer-in-charge. The tenderer / auctioner shall quote the rate on weighment basis (i.e. per M.T.) that they could offer to BHEL. The rate shall also include cost of all labour, tools & equipments for cutting, sizing into pieces, loading,leading, to weighment and taking away to their destination, conveyance by contractor's own lorry for all distances etc. complete. Material to be taken away from BHEL area will be weighed and charged for each items as per quoted rate plus applicable Sales Tax & Surcharge but excluding uprooting of trees.			
A	4	Tree branches of less than 2” dia. waste cut wood and twigs of all trees other than teak and Eucalyptus.	MT	1,458.60	5,834.40
B	30	Tree branches /stems of size more than 2” and upto 12” dia. of Konnai, Karuvel, , Gulmohar, Alamaram, Arasu Asoka and Subabul.	MT	1,739.10	52,173.00
C	25	Tree branches / stems of size more than 2” and up to 12” dia. of Vaagai,Tamarind, Naval and Mango.	MT	2,300.10	57,502.50
D	8	8 Tree branches / stems of size more than 2” and up to 12” dia. of Neem.	MT	2,805.00	22,440.00

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E	12	Tree branches / stems of size more than 12” dia. (any size) of Konnai, Karuvel, Peepul, Banyan, Gulmohar, Alamaram, Arasu Asoka and Subabul.	MT	2,805.00	33,660.00
F	12	Tree branches / stems of size more than 12” dia. (any size) of Vaagai,Tamarind, Naval and Mango	MT	2,805.00	33,660.00
G	4	Tree branches / stems of size more than 12” dia. (any size) of Neem.	MT	4,488.00	17,952.00
H	3	Tree branches / stems of size more than 12” dia. (any size) of uprooted coconut and cotton tree	MT	673.20	2,019.60
3		Cutting trimming and taking away the branches of all kinds of trees to meet the urgent requirement such as fouling with office buildings, Public buildings,Township quaters,gas lines ,electrical lines,obstruction to lightings,DSL fouling,obstructing crane movement etc. following items of trees within BHEL Complex, making them into pieces, loading and conveying the entire lots irrespective of size to contractors destination by his own lorry, as per the instruction of Engineer-in-charge. The scope of the work includes cleaning of all wastages generated during the above operations including twigs, dried leaves associated debris, etc., and disposing them in the specified low lying areas nearby and or destroying/burning them safely as per standard practice and instruction of Officer-in-charge. The tenderer / auctioner shall quote the rate on weighment basis (i.e. per M.T.) that they could offer to BHEL. The rate shall also include cost of all labour, tools & equipments for cutting, sizing into pieces, loading, leading, to weighment and taking away to their destination, conveyance by contractor's own lorry for all distances etc. complete. Material to be taken away from BHEL area will be weighed and charged for each items as per quoted rate plus applicable Sales Tax & Surcharge			
A	75	Tree, branches stem size of less than 2” dia of all kinds of trees other than teak and Eucalyptus..	MT	1,433.52	1,07,514.00
B	100	Tree, branches stem size of more than 2” and upto 12" dia of all kinds of trees other than teak and Eucalyptus.	MT	1,791.90	1,79,190.00
			Total		7,86,611.10

Rupees Seven Lakhs Eighty Six Thousand Six Hundred and Eleven and paise Ten Only

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Note:

1	The above works shall be done only for the trees / branches identified by the Horticulture-in-charge areas nearby township quaters, public building, walls, railway line, road sides, telephone and power line, water and drainage pipe line, parasitic, insects and disease attacked trees / branches and new construction site wherever necessary.
2	The trees not required for uprooting shall be cut at the ground level itself and shall not be projected above the ground
3	Cut trees, stems, branches, twigs and all other associated wastes should be cleared of from the site immediately within seven days / otherwise the same will not be accounted for sale order / it will be done through other contractors at your risk and cost. The total cost incurred for shifting of the above said items with an addition of 10% of the item cost will be levied as penalty and will be deducted from the advance amount deposited.
4	The place of work may be at anywhere in BHEL premises BUT MAINLY AT TOWNSHIP AREA, the weighment shall be done only at weigh bridge near East Gate and disposed of through East Gate. In case of any break down at east gate alternatively it will be weighed either at SSTP or at RPS.
5	The contractor shall approach for security witness and staff of weigh bridge with prior intimation to us for loading, weighment and taking away the wood with necessary gate passes.
6	The sale order shall be executed between 06.00 Hrs. and 18.00 Hrs. on any working day, but the gate passes should be made ready with the materials to be taken away before 16.30 Hrs. on that particular day.
7	To cater our emergency needs as and when required the contractor or his duly authorized agent shall be available at any time or shall inform his whereabouts for our urgent needs if necessary
8	The contractor shall follow all safety regulations.
9	A circulating advance payment of 20% of the awarded vale shall be made in the form of DD in favour of BHEL, Trichy within one week time from the date of award of work. After exhausting the first advance, second advance shall be paid within a weeks' time. Applicable GST to be paid by vendor. Failing of making advance amount within the stipulated time will attract penalty of 5% of the advance due amount for every week delay in making the advance payment. This will be deducted from the security deposit, already available amount or from any other contract of the vendor.
10	The item rates indicated in this Bill of Quantities are only basic price. The Sales Tax, surcharges and any other taxes if any shall be paid by you extra at the rates applicable from time to time. In case of concessional tax is applicable, it can be charged provided the required forms are submitted to BHEL. Also Income Tax at source at applicable rate with surcharge shall be collected and remitted to the Income Tax department and TCS shall be issued. In case of any exemption from TCS, same may be produced in Original for not collecting the Income Tax
11	The contractor shall remit PF & ESI contributions (for both employer and employee) for the workmen engaged in this work.
12	Vendor should make his own arrangement for cutting the trees from the places as shown by us, loading, transporting, weighing and taking from our area and other connected activities Including the debris clearance for the concerned areas thereof at your own cost. In case of failure to do so, same shall be carried out by BHEL and the cost shall be recovered and adjusted against the advance
13	For Item No.2 the trees uprooted by other agencies shall be cut, removed and taken away. The contractor need not refill the pit and level the surfaces. Rate shall be quoted accordingly.
14	Trees identified and marked with paint by department shall only be cut
15	Recovery will be made as per the rate maintain in details shown in Page 43 of this tender document , if the contractor not performing the job (cutting & trimming) or not completing the job within the specific time as decided by Engineer -in charge

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Recovery Clause			
SL NO	ITEM	UNIT	RECOVERY RATE PER UNIT
1	A Felling trees of girth (measured at a height of 1 metreabove ground level) including cutting of trunks and branches, removing the roots from the soil and then filling the pit and depression, stacking of serviceable materials and disposal of unserviceable materials. Tree & branches upto 30 cm girth.	EA	₹ 278.40
2	A Felling trees of girth (measured at a height of 1 metreabove ground level) including cutting of trunks and branches, removing the roots from the soil and then filling the pit and depression, stacking of serviceable materials and disposal of unserviceable materials. Tree Beyond 30 cm girth up to and including 60 cm girth	EA	₹ 556.80
3	A Felling trees of girth (measured at a height of 1 metreabove ground level) including cutting of trunks and branches, removing the roots from the soil and then filling the pit and depression, stacking of serviceable materials and disposal of unserviceable materials.Tree Beyond 60 cm girth up to and including 120 cm girth	EA	₹ 2,454.60
4	A Felling trees of girth (measured at a height of 1 metreabove ground level) including cutting of trunks and branches, removing the roots from the soil and then filling the pit and depression, stacking of serviceable materials and disposal of unserviceable materials.Tree Beyond 120 cm girth up to and including 240 cm girth	EA	₹ 5,662.30
5	A Felling trees of girth (measured at a height of 1 metreabove ground level) including cutting of trunks and branches, removing the roots from the soil and then filling the pit and depression, stacking of serviceable materials and disposal of unserviceable materials.Tree Above 240 cm girth.	EA	₹ 11,365.10
***	Recovery will be made if the vender not performing the job or not completing the job within the specific time as decided by Engineer - in charge.		

Important Note: Work will be awarded to Highest value quoted vendor alone. No split and award is involved in this tender.