

**Bharat Heavy Electricals Limited**  
**High Pressure Boiler Plant**  
**Tiruchirappalli – 620 014. India**  
**Civil Engineering Department**

**TENDER DOCUMENT (QUALIFICATION BID)**

**Name of work** : Taking away of fallen trees / unwanted / Dead Trees including branches which are already cut and kept within BHEL complex (Factory & Township) on sale basis.

**Value of work** : Rs. 20,00,000/- + Applicable GST

**Evaluation value** : Rs.8,00,000 (40% Due to split and award)

**Tender Schedule No.** : CT:TS:036/19-20

**Period of Contract** : 12 (Twelve) Months

**EMD** : Rs.16,000/- (Rupees Sixteen Thousand only)

**Issued to** :

  
  

**Date of Notification** : 21.12.2019

**Last Date for Receipt of Tender** : 11.01.2020 at 10.00 hrs

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

S.No	Description	Details ( Tick Appropriate)	Remarks
1	Contractor Details	Filled <input type="checkbox"/> / Not Filled <input type="checkbox"/>	Refer Page No 3
2	EMD (EMD is not waived off for SME/NSIC/SSI/MSME vendors for this tender)	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/>	
3	PAN	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/>	
4	GST	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/>	
5	<p><b>Acceptance Clause :</b>  We have read all the terms and conditions, noted the job content &amp; site conditions.  We have quoted our offer by taking care of unit of measurement given in the Bill of quantities against individual items  We have not taken any deviation from tender clauses as enumerated in the tender and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender. 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 &amp; void.  We confirm to have submitted our offer strictly in accordance with tender instructions.</p>	Accepted <input type="checkbox"/> / Not Accepted <input type="checkbox"/>	

**Note:**

**1. E- FORMAT in the last Page "ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER" should be compulsorily filled by the new vendors, signed and stamped by banker and an original cancelled cheque leaf is to be attached.**

**Contractor Profile details - TO BE FILLED BY CONTRACTOR**

1.	Name of the Agency /Company /vendor.	
2.	Address:	
3.	Phone No.:	
4.	E-mail Address:	
5.	Name and Contact details of person for communication related to Tender	
6.	BHEL Vendor Code ( If any )	

### **EMD through E-collect (Bank payment)**

This explains how to make Payments to BHEL - Tiruchirappalli and through SBI-Ecollect. 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 APPROPRIATE 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](http://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.

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

BHE: SM: C: P:

Dt. 21.12.2019

To

**The Tenderer**

**Dear Sirs,**

Sub: **Taking away of fallen trees / unwanted / Dead Trees including branches which are already cut and kept within BHEL complex (Factory & Township) on sale basis.**

Ref: Tender Schedule No. **CT:TS:036/19-20**

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Please find enclosed / attached non-transferable tender document containing i) Qualification bid consisting of Preamble, Specifications, General Conditions of Contract, Norms for Qualification and Qualification Pro forma ii) Price bid consisting of Bill of Quantities to offer your most competitive rates for all the items.

**SEALED TENDERS for the above work are hereby invited from contractors experienced in works of similar kind and magnitude etc. TENDERS must be submitted in sealed cover consisting of 3 (THREE) inner sealed covers all super scribing the name of work, tender ref no etc.**

**COVER- 1-EMD**

**SHOULD CONTAIN EMD = Rs.16,000/- (Rupees Sixteen Thousand only)  
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)**

**COVER 2- TECHNICAL BID**

**Qualification Bid**

**COVER 3- PRICE BID**

**Price Bid alone to be submitted.**

- 1) **EMD cover shall contain requisite EMD Rs.16,000/- (Rupees Sixteen Thousand only) in the form of DD. Tender without EMD will be summarily rejected. (EMD is not waived off for SME/NSIC/SSI/MSME vendors for this tender) All Demand Draft shall be drawn in favour of **BHEL, Trichy** payable at Tiruchirappalli.**
- 2) Qualification bid cover shall contain duly filled in qualification bid document signed by the tenderer in all the pages with documentary evidences for pre-qualification.
- 3) The Price Bid cover shall contain price bid document duly filled in and signed by the tenderer in all the pages. The tenderer has to quote most competitive rate in Bill of Quantities appended **from Page 03 of Price bid.**

**(Important Note: One time EMD is no more applicable for tender, as per recent corporate guidelines. Hence tenderers who had previously**

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**remitted one time EMD, shall have to necessarily take EMD of specified amount mentioned for this tender)**

The completed qualification bid and price bid along with requisite EMD of **Rs.16,000/- (Rupees Sixteen Thousand only)** shall reach the office of the undersigned on or before **11.01.2020 at 10.00 hrs.** EMD in any other form will not be accepted. The qualification bid will be opened on the **same day at 10.00 Hrs.** 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 or the details of reverse auction if any shall be intimated only to the bidders those who have qualified after evaluation of the qualification bid. You / your authorized representative may participate in the tender opening with authorization letter for Tender opening.

The tenderers who are desirous of sending their tender documents through your authorized representative / by post / by courier are advised to send the same well in advance so as to reach the office of **DM / Civil / Planning, Bldg.53, BHEL, Trichy-620014**, Tamil Nadu on or before **11.01.2020 at 10.00 hrs.**

Clarification if any, can be obtained contacting following email [sundaresan@bhel.in](mailto:sundaresan@bhel.in) / [akila@bhel.in](mailto:akila@bhel.in) ,phone No. 0431 –2578579 / 2571937.

Kindly acknowledge the receipt of the entire set of tender document.

Thanking you,

Encl: E Format **(Electronic fund transfer format to be compulsorily filled and submitted along with an original canceled check leaf)**

Yours faithfully  
For and on behalf of  
BHARAT HEAVY ELECTRICALS LIMITED,

**DM / Civil/ Planning  
BUILDING No.53,Ground floor**

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

**TENDER CONDITION**

1. The scope of work **Taking away of fallen trees / unwanted / Dead Trees including branches which are already cut and kept within BHEL complex (Factory & Township) on sale basis.**

2. 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.

**3. Split and Award conditions for maximum of 4 Contractors.**

This tender works will be awarded to maximum of four contractors only and the condition of distribution will be as per the table given below. Whenever, the numbers of qualified responses(N) are three or more, the distribution shall be limited to (N-1) qualified responses and each accepting to H1 rate for each item. The offer to Tenderers to accept H1 rate for each item will be in the order of the value Quoted by them, Higher to Lower, i.e. H2, H3, H4, etc.

Counter-offering split ratio in case of maximum 4 Contractors (including H1)							
No. of H1 vendors	No. of Counter-offer accepted H2 vendors	No. of Counter-offer accepted H3 vendors	No. of Counter-offer accepted H4 vendors	Splitting Ratio			
1	1	1	1	H1:H2:H3:H4	::	40:30:20:10	
			0	H1:H2:H3	::	50:30:20	
		2	NA	H1:H2:H3:H3	::	40:30:15:15	
		0		H1:H2	::	60:40	
	2	1		H1:H2:H2:H3	::	40:25:25:10	
		0		H1:H2:H2	::	40:30:30	
	3	NA		H1:H2:H2:H2	::	40:20:20:20	
	0			H1	::	100	
	2	1	1	NA	H1:H1:H2:H3	::	30:30:23:17
			0		H1:H1:H2	::	40:40:20
2		0	H1:H1:H2:H2		::	30:30:20:20	
0		NA			H1:H1	::	50:50
3	1				H1:H1:H1:H2	::	30:30:30:10
	0				H1:H1:H1	::	Equally split to all L1
4	NA				H1:H1:H1:H1		

Note: In the table above, H2, H3, ... refers to the next highest bidder accepting H1 rate for each item. The initial work order to the contractors will be issued in such a way that any outstanding work on contractor does not exceed 40%, 30%, 20% & 10% of itemized H1 for H1, H2, H3 & H4, respectively. In case of non-performance, within stipulated time, for reasons other than BHEL, the work split may be altered, to other

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performing vendors. In case of tie in the rates quoted by the tenderers and if there is a requirement to break the tie in order to limit the number of contractors as per the terms given in Para 1 above, then the same will be decided based on Lot system by giving prior information to the Tenderer.

**H1 will be identified for each item and vendor will be chosen. Other vendors will be asked to match H1 rate for each item separately. If the next and subsequent vendor etc are not accepting H1 rate then for that particular item the split and award condition will be changed based on number of qualified response for that particular item after counter offer.**

**Work order will be issued by clubbing all the H1 items quoted/counter offer accepted by the respective H1 vendor for that particular item.**

**The contractor has to quote rate against each items individually in the price bid**  
**Page-3.**

4. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
5. BHEL reserves the right to increase or decrease the tendered quantity.
6. **BHEL does not guarantee ordering of any minimum quantity.**

**7. SPECIAL CONDITIONS**

<b>NOTE:</b>	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 taking away of fallen trees / unwanted / Dead Trees including branches which were identified by the Horticulture-in-charge <b>already cut and kept within BHEL complex (Factory &amp; Township) on sale basis.</b> 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 / penalty will be levied at 5% of the cost per week.
4)	The place of work may be at anywhere in BHEL premises i.e. Township, HPBP, New Plant, FCB, WRI, CCDP, MHD, HRDC, RPS, OHS, R&D, SSTP and other areas but 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 30% of the awarded vale shall be made in the form of DD in favour of BHEL, Trichy. (eg.) After exhausting the first advance, second advance shall be paid before taking the wood. Applicable GST to be paid by vendor.
10)	Contractor should make his own arrangement for 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.
11)	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.
12)	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.
13)	The delivery of the material will be given only during General shift working hours on working days.
14)	The buyer is not permitted to resell the material within BHEL premises. The buyer has to take delivery of the material by them.
15)	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.
16)	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.
17)	BHEL reserves the right to withdraw from sale without assigning any reasons.

#### **8. 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.

#### **9. 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.

## 10. Payment Terms :

A circulating advance payment of 30% of the awarded value shall be made in the form of DD in favour of BHEL, Trichy. (eg.) After exhausting the first advance, second advance shall be paid before taking the work.

## 11. Bonus Clause ,PVC & ORC :

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

## 12. 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) -- at ¼ 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."

### 13. Minimum wage



**BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI – 14  
HUMAN RESOURCE MANAGEMENT**

Ref No. TP:HR: Contract Cell: MW

Date: 28/03/2019

**CIRCULAR**

To

**All Contract Awarding/Executing Executives**

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

**Ref:** Notification No.Z3/7657/2019 dated 18/03/2019 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.4235/- to **Rs.4574/-** 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 01/04/2019:

S No	Category	Minimum Basic Wages per day	Minimum DA per day*	Total Minimum Wages per day
1	Unskilled Worker	Rs.258.50	<b>Rs.176.00</b>	Rs.434.50
2	Semi-Skilled Worker	Rs.271.00	<b>Rs.176.00</b>	Rs.447.00
3	Skilled Worker	Rs.278.50	<b>Rs.176.00</b>	Rs.454.50
4	Supervisor**	Rs.295.00	<b>Rs.176.00</b>	Rs.471.00

Note: (calculation)

\*Minimum DA per day (Rs.4574/26) = 175.92, which is rounded off to Rs.176/-

\*\*For Supervisors, minimum Basic Wages per day (Rs.7660/26) = 294.61, which is rounded off to Rs.295/-

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.

  
Sr. Manager (HR-Law&Cont. Cell)

CC:

All HR Executives  
DGM/HR & Admn /PC/Chennai  
DGM/HR/PPPU/Thirumayam  
AGM/Finance  
GM/WCM & MM  
GM/Finance  
GM/HR&Medical

#### **14. 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](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."

#### **15. 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 in 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 measures. 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**

- I. 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.
- II. Adequate packing must be given for easy slinging operation. The packing materials should be good enough to withstand the load.
- III. The stacking of loads in the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
- IV. 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.
- V. There must be minimum two fastenings and it should be more in case of lengthier loads.
- VI. The wire rope should be in sound conditions i.e, there should not be links, knots or bristles etc.,
- VII. The wire rope ends should be clamped with 'U' clamps.
- VIII. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailer also.
- IX. The loose pieces should be bundled before loading on the truck.
- X. There must be red flags or red lamps for the lengthy loads which extend beyond chassis.

- XI. The load should not be over hanging more than 3 ft. from the end of the body.
- XII. The materials should not be stacked too high to avoid hitting against live electric lines.
- XIII. 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.

- 16. 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.
- 17. All the Statutory Obligations such as ESI, PF, 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.
- 18. 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.
- 19. BHEL reserves the right to reject the tender, if it contains any tampering to the tender documents submitted by the bidder, at any stage.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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%.
- 24. **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.**
- 25. Some changes are likely in the quantities furnished. The rates quoted shall be deemed to be inclusive of all such contingencies.



**26. The rate quoted shall not include applicable GST.**

27. Response to Tenders will be entertained only if the contractor has a valid GST registration no which should be clearly mentioned in the offer.

28. 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.

29. All invoices shall bear the SAC code (Services Accounting Code) & HSN Code (if applicable) for each item separately (Harmonized System of Nomenclature).

**30. 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.**

31. 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.

32. 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.

33. 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.

34. The work shall be carried out as per the instructions of Engineer-in-charge.

35. 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.

36. 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.

37. 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.

### **38. 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

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

40. 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.

41. 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.

42. 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.

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

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

Contractors should ensure that at least the Prevailing Tamil Nadu State Govt minimum wages applicable to General Engineering and Fabrication Industry and BHEL additional wages inclusive of bonus after remitting PF & ESI contributions, shall be paid to the labourers ONLY in their respective bank account by means of NEFT/ RTGS/ IMPS. Payment done through bank in any of the above modes to the individual labour's bank account should NOT be less than the minimum wages announced by the State Government prevailing on the period of execution of work and BHEL additional wages inclusive of bonus after remitting for PF,ESI and other statutory obligations. While submitting bills by contractor, the proof of payment made to labours through bank as mentioned above should be furnished along with PF and ESI contribution challans to Welfare Section every month for effecting payment



by BHEL. Otherwise payment to the bills will not paid to the contractors. In addition, the contractor has to submit wage register as a proof for payment of Minimum wages and additional wages as per prevailing acts, for getting payment from BHEL.”

45. The contractor shall ensure compliance of EPF&MP Act 1952, by the subcontractors , if any engaged by the contractor
46. The contractor shall follow norms of BHEL security system for movement of men including bio-metric system & materials within the complex.
- 47. 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 )**
48. 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.
49. 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.
50. Bank Guarantee format and the list of consortium banks are enclosed for BG submission against Security Deposit
51. 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.
52. 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.
53. 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.
54. 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.
55. The contract to be entered into with the successful tenderer will be governed by the BHEL Revised General Conditions of Contract in force.
56. 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 plats, materials, etc., brought inside BHEL complex.

57. 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.
58. 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.
59. 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.
60. 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.
61. 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.
62. 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.
63. 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.
64. 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.
65. **Bank Guarantee format can be obtained after award of work by the successful tenderer.**
66. No night work will be permitted without the written permission of the Engineer – in – charge.
67. No Over Run Charges shall be applicable under any circumstances.
68. LD / Penalty clause is applicable as per General Conditions of Contract in force.

69. 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.
70. 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.
71. 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.
72. **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.
73. 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.
74. 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.
75. 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.
76. 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.

77.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.

78.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

#### **79. 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.

#### **80. 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 1<sup>st</sup> January 1976 or its amendments for arbitration shall be applicable.

Except 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 except 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:**

81. 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.
82. 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**
83. 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.
84. 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.
85. 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.
86. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
87. 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.
88. Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
89. 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.

90. 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.
91. The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
92. 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.
93. The contractor shall strictly adhere to various labour laws in force.
94. The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
95. 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.
96. 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.
97. 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.



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Government of India Undertaking )  
Unit : TIRUVERUMBUR, BOILER PROJECT, P.O.  
TIRUCHIRAPALLI - 620 014.

**CIVIL ENGINEERING DEPARTMENT**

**NOTICE INVITING TENDER**

01. Name of work : **Taking away of fallen trees / unwanted / Dead Trees including branches which are already cut and kept within BHEL complex (Factory & Township) on sale basis.**
02. Estimated Cost : **Rs. 20,00,000/-**
03. Earnest Money Deposit : **Rs.16,000/- (Rupees Sixteen Thousand only)**
04. 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 )
05. Last Date for Receipt of Tenders : **11.01.2020 at 10.00 hrs**
06. Date of Tender Opening : **11.01.2020 at 10.00 hrs**

Issued to Messrs. / Thiru :

**ISSUING OFFICER**



C.A.....Date

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

### AUTHORITY TO TENDER

Office of the  
**DM/CIVIL/Planning**  
**BHARAT HEAVY ELECTRICALS LIMITED**  
**TIRUCHY – 14.**

Tender Schedule No.**CT:TS:036/19-20**

~~Lumpsum /Percentage rate / Item-rate~~ tender for works required in **Taking away of fallen trees / unwanted / Dead Trees including branches which are already cut and kept within BHEL complex (Factory & Township) on sale basis.**

**Messrs.** ..... ‘are / is hereby authorized to tender for the above work. The Tender is to be delivered at the Office of the **DM/CIVIL/Planning, 53 Building Ground floor** Bharat Heavy Electricals Limited, Thiruverumbur, Tiruchirappalli – 620 014, **11.01.2020 at 10.00 hrs** –addressed to the **DM/CIVIL/Planning, Building No.53 Ground floor**, BHEL. Tiruverumbur, Tiruchirapalli – 620 014 super scribing the name of work as mentioned above.

Any correspondence concerning this Tender should be addressed as indicated above quoting the Tender Notice, schedule No. and other relevant particulars.

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

**Issuing Officer with  
Designation**

Contract  
No.....

Agreement

## TENDER

To

**DM/CIVIL/Planning**

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 documents connected with the above noted work and agree to abide the same.

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 Bill of Quantities annexure thereto and 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 sole discretion whose decision shall be final and binding.

**WITNESS**

Signature of the Contractor

Date :

1. ....

2. ....

**CONTRACTOR**

**ACCEPTING OFFICER**

**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.....  
Address

Telephone No.

2. ....  
Address

**CONTRACTOR**

**ACCEPTING OFFICER**

..... 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 .....

**E FORMAT**

THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	Name & Address of the Supplier / Sub-contractor												
02	VENDOR CODE assigned by BHEL												
	Details of Bank Account:												
03	NAME & ADDRESS OF THE BANK												
04	NAME OF THE BRANCH												
05	BRANCH CODE												
06	MICR CODE	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											
07	ACCOUNT NUMBER												
08	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT											
09	BENEFICIERY'S NAME												
10	IFSC CODE OF THE BRANCH	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											
11	EMAIL ID												
12	TELEPHONE/MOBILE NO.												

**CERTIFICATE**

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

**PLACE:****DATE :****(Manager / Officer's)****Signature Under Bank stamp and Name Seal  
With Membership No.****(Telephone / Mobile No. )**

Forwarded to Accounts Dept.

We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

APPLICANT

SIGNATURE OF THE

**CONTRACTOR**

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**ACCEPTING OFFICER**