

	Bharat Heavy Electricals Limited (A Government of India Undertaking) BOILER AUXILIARIES PLANT RANIPET – 632 406, INDIA	Phone No: 04172-284975, 04172-284839 Email: deepeshverma@bhel.in asvkn@bhel.in
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WORKS CONTRACT MANAGEMENT DEPARTMENT

NOTICE INVITING TENDER	
Tender Notice No	9800021E , DT: 15.09.2020
Name of work	"Providing "Forecasting and Scheduling" services of WEG machines of BHEL wind farm Kadavakallu (4 MW) & Ramagiri (3 MW) at Ananatapuramu, Andhra Pradesh. Compliance to CERC regulations & procedure issued by BHEL & CERC for above wind farms."
Type of tender	Open tender (Two-part bid).
Period of contract	Two years
Earnest Money Deposit (EMD) Amount	Rs. 3,300/- (Rupees Three Thousand and Three hundred only for Kadavakallu) and Rs. 4,100/- (Four thousand and One hundred only for Ramagiri)
Last date & Time for Receipt of the Tender	29.09.2020 at 14.00 hrs.
Date of Technical bid Opening	29.09.2020 at 14.30 hrs. onwards.
<i>(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of submission of Tender	Tender Box placed in WCM Department (Engg. Building -Ground Floor (West side) , BHEL -BAP- Ranipet - 632 406.
Address on the Sealed Tender Cover to be:	Sr. Engineer / WCM DEPARTMENT ENGG. BUILDING -GROUND FLOOR (WEST SIDE), BHARAT HEAVY ELECTRICALS LIMITED RANIPET, RANIPET DISTRICT TAMIL NADU- 632 406.
Venue of the Tender Opening	WCM DEPARTMENT

Note-

1. **Contract will be finalised through enveloped price bid only.**
2. **L1 offers will be considered for schedule no. I & II independently and accordingly awarding will be done.**
3. The Tender documents can be down loaded from BHEL website(http://www.bhel.com/tender/list_tender.php) and in Central Public Procurement Portal (CPP) website: <http://eprocure.gov.in/epublish/app>
4. Interested bidders may alternately collect hard copy of tender specification documents at free of cost from WCM Dept. / BHEL / Ranipet on all working days (between 10.00 to 15.00 hrs.) .
5. BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.
6. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (www.bhel.com > **Tender notifications** > **view corrigendum**) only and not in the newspapers. **Bidders shall keep themselves updated with all such developments.**
7. BHEL, Ranipet reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.
8. For more information, please refer NIT documents. For any clarifications, please email/contact us.

Note: TENDERER HAS TO SIGN AND SEAL ALL THE PAGES OF TENDER DOCUMENT ALONG WITH ALL SUPPORTING DOCUMENTS.

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**GENERAL CONDITIONS OF CONTRACT
SECTION I - GENERAL INSTRUCTIONS TO TENDERERS**

1. DESPATCH INSTRUCTIONS

- 1.1** This tender specification as a whole, duly furnishing all the details required and other document as required in the following pages, shall be duly signed and sent in a sealed cover addressed to **SE / WCM, BHEL, RANIPET-632 406**, duly super-scribing the name of work as specified in the tender notice and the date of opening of tender.
- 1.2** Tenders submitted by E mail / post shall be sent by registered post with acknowledgement due or courier service or in person, and shall be posted with due allowance for any postal delay. Tenders received after the due date and time of opening, are liable to be rejected. Telegraphic / telex offers may not be considered.
- 1.3** Bidders who are willing to submit their offers through email will also be considered for further evaluation. Bidders to submit both technical bids and price bids as attachment (Pdf Format named as Part-1 and part-2 respectively) with password protection (separately for each bid) and share the password of technical bid (except price-bid) through mail (deepeshverma@bhel.in) after 1:30 pm (IST) and before 14:00 pm (IST) on the day of Technical bid opening. And date & time of price bid of techno-commercially qualified bidders will be intimated separately. They have to send the Password for price-bid 30 minutes before the due date & time of Price bid opening. However, if no password is received with in the due time specified above, their bids will not be opened and will be ignored. Submission of those bids through e-mail shall be considered as consent to open the bid without physically witnessing the event.
- 1.4** Tenders shall be opened by authorised officer of BHEL, at his office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present.
- 1.5** The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the tender document before quoting. Should the tenderer have any doubt in the meaning of any portion of the tender specification, or find discrepancies or omission in the drawings or the tender document issued are incomplete or shall require clarification on any or the technical aspects, scope of work, etc., he shall at once address the authority inviting the tender for clarification before the submission of the tender. Every endeavour is made to avoid any error which can materially affect the basis of the tender, nevertheless, the successful tenderer shall take upon themselves to provide for the risk of any error that may be subsequently discovered and shall make no claim on account thereof.
- 1.6** Tenderer must fill in all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each page of the tender specification must be signed and submitted along with the offers by the tenderer token of complete acceptance thereof.
- 1.7** **PRE- QUALIFICATION REQUIREMENT-** Tenderers shall fulfil the following qualification criteria.

The vendor shall have the minimum experience of one year in Forecasting and Scheduling of WEG machines / solar / Non-conventional sources of minimum of 2 MW capacity in the last 7 years, ending on last day of previous month of tender floating. Bidder shall submit supporting documents such as Work orders/Purchase orders and corresponding completion certificate/ No demand certificate to meet the tender qualification requirement.

Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.

2 DATA TO BE ENCLOSED

Full information shall be given by the tenderer in respect of the following. Non-submission of the information may lead to rejection of the offer.

- 2.1 **PREVIOUS EXPERIENCE** - A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer, indicating the particulars, value of each work, the site location, the duration, and date of completion. Also a list of site locations, particulars, value of various services that are under progress. Information required in **Annexure-C** shall be furnished by the tenderer along with the offer.
- 2.2 **ORGANISATION CHART** - The organisation pattern that is presently available with him and that will be employed by the tenderer for this work shall be furnished.
- 2.3 **An attested copy of the Power of Attorney** shall also be attached, in case the tender is signed by an individual other than the sole proprietor (If it is a Company or Firm etc. Director / Managing Partner as the case may be required to sign.)
- 2.4 **IN CASE OF AN INDIVIDUAL** - His full name, address and nature of business shall be indicated.
- 2.5 **IN CASE OF PARTNERSHIP FIRMS** - The names of all the partners and their addresses are furnished along with a copy of the partnership deed / instrument of partnership duly certified by Notary Public shall be enclosed.
- 2.6 **IN CASE OF COMPANIES** - Date and place of registration including date of commencement certificate are to be furnished. In case of public companies, certified copies of Memorandum and Articles of Association are also to be furnished.
- 2.7 Nature of business carried on by the company and the provisions of the Memorandum relating thereof shall be furnished.
- 2.8 Names and particulars including addresses of the Directors and their previous experiences shall be furnished.
- 2.9 In addition to the above the particulars required in various **annexure (C & E)** shall also be furnished.

NOTE: All the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the formats wherever given, failing which the tender may be considered as incomplete and is liable to be rejected. Documentary evidence, wherever necessary also needs to be enclosed.

3 EARNEST MONEY DEPOSIT

- 3.1 Every tender must be accompanied by earnest money deposit in any one of the following forms only. EMD in any other form will not be accepted.
 - 3.1.1 Earnest Money is to be paid by each tenderer by way of **Demand Draft** in favour of "Bharat Heavy Electricals Limited /RANIPET-632 406" Payable at SBI, **BHEL Project Branch (7013), MR Puram**, Ranipet.6. **FDR receipt** (validity for min three months) form scheduled bank/public financial institutions as defined in the company act (FDR should be in the name of contractor, a/c BHEL) and enclose the payment details in the EMD cover Tenders without EMD liable to be rejected.
 - 3.1.2 **Pay order** in favour of Bharat Heavy Electricals Ltd., Ranipet.

3.1.3 BHEL has now made arrangements for payment of EMD through "Online". The steps to make online payment is detailed as below:

- 1) Visit <https://www.onlinesbi.com/prelogin/collecthome.htm>
- 2) Click "Proceed" button
- 3) Select "Tamilnadu" in the drop down menu under "State of Corporate/Institution **"
- 4) Select "PSU-PUBLIC SECTOR UNDERTAKING" in the next drop down menu under "Type of Corporate/Institution"
- 5) Click "Go" button
- 6) Select "BHEL BAP RANIPET" in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING"
- 7) Click "Submit" Button
- 8) Select "EMD" in the drop down menu under "Select Payment Category"
- 9) Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- 10) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

3.2 Tenders received without earnest money in full in the manner prescribed above are liable to be rejected.

3.3 The earnest money deposit of the successful tenders will be retained towards part of security deposit. Please refer to **clause 7.3.6**.

3.4 In the case of unsuccessful tenderers, the earnest money will be normally refunded within 15 days of award of work to the successful tenderer. EMD shall not carry any interest.

3.5 BHEL reserves the right of forfeiture of earnest money in case the successful tenderer.

3.5.1 Fails to communicate unqualified acceptance of Letter of Award within 15 days of date of Letter of Award.

3.5.2 Fails to start the work as may be indicated in the Letter of Award.

3.5.3 After opening of tender, revokes / withdraws his tender within the validity period or revise / alter his earlier quoted rates / conditions.

3.6 If only a part of the work included in the tender has been awarded to the tenderer, the amount of EMD to be forfeited will be based on the value of the contract as awarded.

3.7 Proof of MSE Certificate:

If vendor have their MSE Certificate, EMD need not to pay for this work.

Note: MSE (micro / small only) /NSIC vendors are exempted for remittance of EMD amount for this tender. However, they have to submit Valid latest CA certificate for the year 2019 or later.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (as below) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

Documents should be notarized or attested by a Gazettes officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate. Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- c) EM II certificate along with attested copy of CA certificate (as per prescribed format as below applicable for the relevant financial year (Latest audited), where the deemed validity of EM II is over.

However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause 9ii) at the time of tender evaluation.

Certificate by Chartered Accountant on Letter head

This is to certify that M/s.

(hereinafter referred to as 'Company') having its registered office atis registered under MSMED Act 2006, (Entrepreneur memorandum No (Part II)dt.

Category.....(Micro/small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O. 1722 (E) dated October 5, 2006.
Rs.....Lacs.
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act,2006.
Rs.....Lacs.

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro/small(Strike off which is not applicable) Category under MSMED ACT 2006.

Or

The Company has been graduated from its original category (Micro / Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.o. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership number:

Signature of the Tenderer with seal

(Authorized Signatory)

Seal of Chartered Accountant:

3.8 Multiple Bids:

The bidder in his own interest shall submit only one bid. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party.
- b) If one bidder is the Affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition;

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

3.9 Fraud Prevention Policy:

The bidder along with its associate / collaborators / 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 BHEL Management about fraud or suspected fraud as soon as it comes to their notice.

3.10 Treatment of Banned / Under-performing Vendors:

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

3.11 Suspension of Business Dealings:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02, Dt.22.07.2016 displayed on BHEL website <http://www.bhel.com>. (http://www.bhel.com/vendor_registration/pdf/Suspension_guidelines_adbridged.pdf).

4 AUTHORISATION AND ATTESTATION

- 4.1 Tenders shall be signed by persons duly authorised / empowered to do so. Certified copies of such authority and relevant document shall be submitted along with the tenders.

5 VALIDITY OF OFFER

- 5.1 The rates in the tender shall be kept open for acceptance for a minimum period of **Three months** from the date of opening of tenders. In case the Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers. Once the contract is awarded, the rates quoted by the successful tenderer in his tender as accepted shall be valid, and binding until the entire work is completed and final bill is paid.

6 EXECUTION OF CONTRACT

- 6.1 The successful tenderer's responsibility under this contract commences from the date of issue of Letter of Award, by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form with the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The

expenses for completion, stamping and registration of the agreement with prescribed authority, if necessary, shall be borne by the contractor.

7 SECURITY DEPOSIT

- 7.1 Upon acceptance of tender, the successful tenderer within the time specified in the letter of Award must deposit the required amount of security deposit for satisfactory execution of work.
- 7.2 The total amount of security deposit will be 5% of the contract value.
- 7.3 The total security deposit may be deposited in any one of the following forms:
 - 7.3.1 **Pay order, demand draft** in favour of BHEL, Ranipet - 6, **local cheques of scheduled banks (subject to realisation)** within the time limit stipulated in the letter of Award.
 - 7.3.2 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras, etc. Certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the reverse.
 - 7.3.3 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 100% of the total security deposit value. The bank guarantee format should have the approval of BHEL. Bank guarantee furnished towards security deposit, shall be kept valid by proper renewal until the expiry of 6 months after the said work is actually completed. The Bank guarantee submitted against security deposit from contractors shall be obtained **as per enclosed consortium list of banks**.
 - 7.3.4 Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR shall be in the name of the contractor, A/C BHEL, duly discharged at the reverse.
 - 7.3.5 50% of security deposit as indicated in the letter of Award can either be paid in cash to BHEL, RANIPET-6, or in the form of bank guarantee in the prescribed proforma, the validity being up to completion of work as stipulated in letter of Award. Balance 50% of security deposit can be recovered by deduction from running bills @ of 10% of each running bill until the full security deposit is made up.
 - 7.3.6 The earnest money deposit of the successful tenderer can be retained as part of security deposit. However, he shall at once pay the difference, if any, between the EMD and 50 % of the security deposit as mentioned in the Letter of Award, by DD to BHEL, Ranipet and the remaining 50% can be recovered by deduction from running bills @ 10% of each running bill till the full security deposit is made up.
- 7.4 If the value of work done at any time exceeds the accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him.
- 7.5 Failure to deposit the security deposit within the stipulated time may lead to forfeiture of earnest money and cancellation of the award of work.
- 7.6 BHEL reserves the right to forfeit the security deposit in addition to the other claims and penalties in the event of contractor's failure to fulfil any of the contractual obligation or in the event of termination of contract as per terms and conditions of contract. In addition, BHEL reserves the right to set off the security deposit, against any claims of any other contracts with BHEL.

8 RETURN OF SECURITY DEPOSIT

- 8.1 If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL, presents an absolute 'No Demand Certificate' in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him, for carrying out the said works, security deposit will be released to the contractor after deducting all costs of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. It may be noted that in no case the security deposit shall be refunded / released before passing of final bill.

- 8.2 No interest shall be payable by BHEL on earnest money / security deposit / or any money due to the contractor by BHEL.

9 REJECTION OF TENDER AND OTHER CONDITIONS

- 9.1 The acceptance of tender will rest with BHEL, which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- 9.1.1 To reject any or all of the tenderers.
- 9.1.2 To award the work in part.
- 9.1.3 Either of the contingencies stated above to modify the time for completion suitably.
- 9.2 Canvassing in any form, in connection with tender is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be liable for rejection.
- 9.3 Offers of contractors/supplier, against whom any Unit of BHEL had initiated process for "Suspension of Business dealing" or already done will summarily be rejected.
- 9.4 Conditional or un-witnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders, which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 9.5 If a tenderer expires after the submission of his tender or after the acceptance of his tender BHEL may, at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender BHEL may cancel such tender at their discretion unless the firm retains its character.
- 9.6 BHEL will not be bounded by any power of attorney granted by the tenderer or by changes in the composition of the firm made after the execution of the contract. They may however recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 9.7 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded. The earnest money / security deposit / any other money due shall also be forfeited.
- 9.8 Tenders not submitted in the prescribed forms are liable to be rejected.
- 9.9 Should a tenderer or contractor or in the case of the firm or company, one or more of its partners / shareholders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing which BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit EMD / security deposit amount or both.
- 9.10 This tender specification shall be deemed to form an integral part of the contract to be entered into for this work.
- 9.11 The successful tenderer shall not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The tenderer is purely responsible to BHEL for the work awarded to him.
- 9.12 **RISK PURCHASE CLAUSE: (as per BHEL SOP DT.10-10-2017)**
If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by concerned executive/authorized person or his authorized officials and continues in that state after a reasonable notice from concerned executive/authorized person or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by concerned executive/authorized person which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by concerned executive/authorized person or the same shall be recovered from the Contractor by other means.

SECTION - II

10 DEFINITIONS:

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

- 10.1 **BHEL or (B.H.E.Ltd)** shall mean Bharat Heavy Electricals Ltd. A company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi -110 049 or its Authorised Officers or its Resident Engineer or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- 10.2 **Executive Director/Group General Manager/General Manager** shall mean the officer in administrative charge of contracting unit of BHEL.
- 10.3 **'Engineer' or 'Engineer in-charge'** shall mean Engineer who is in-charge for the works referred to in WEG Department. The term also includes 'Project Manager', 'Resident Manager', 'Site Engineer', 'Resident Engineer', 'Site in-charge' and 'Assistant Site Engineer' of BHEL at the site as well as the Officers in-charge at Head Office.
- 10.4 **'Site'** shall mean the place or places at which the plants/equipment are to be serviced as per the specification of this contract.
- 10.5 **'Clients of BHEL' or 'Customer'** shall mean the Project authorities to whom BHEL is supplying the equipment.
- 10.6 **'Contractor'** shall mean the individual, firm or company who enters into this contract with BHEL & shall include their executors, administrators, successor, and permitted assignees.
- 10.7 **'Contract' or 'contract document'** shall mean and include the agreement of work order, the accepted appendices of rates, schedules, quantities, if any and general conditions of contract, the special conditions of contract, instructions to tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the letter of intent /acceptance letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender document or subsequent letters shall not form part of the contract unless specially accepted in writing by BHEL, in the Letter of Indent and incorporated in the agreement.
- 10.8 **'General and special conditions of contract'** shall mean the 'instructions to tenderers, general and special conditions of contract' pertaining to the work, for which the tenders are called for.
- 10.9 **'Tender specifications'** shall mean the specific conditions, technical specifications, appendices, site information and drawings pertaining to the work in which the tenderers are required to submit their offer.
- 10.10 **'Tender Document'** shall mean the general and special conditions of contract, tender specification, related annexure and scope of work.
- 10.11 **'Letter of Award'** shall mean the intimation by a letter to the tenderer that the tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions are applicable from this date.
- 10.12 **'Completion time'** shall mean the period by date specified in the acceptance of tender or date mutually agreed upon for handing over of the equipment / plant which are found acceptable by the Engineer, being of required standard and confirming to the specifications of the contract.
- 10.13 **'Plant'** shall mean the entire assembly of the plant and equipment covered by the contract.
- 10.14 **'Equipment'** shall mean all equipment, machinery, materials, structural, electricals and other components of the plant covered by the contract.
- 10.15 **'Tests'** shall mean and include such test or tests to be carried out on the part of the contractor as prescribed in the contract or considered necessary by BHEL in order to ascertain the efficiency of the contract work or part thereof.
- 10.16 **'Approved', 'Directed', or 'Instructed'** shall mean approved, directed or instructed by BHEL.
- 10.17 **'Work or contract work'** shall mean and include supply of all categories of labour specified, consumables, tools and tackles required, site transportation, handling, stocking, storing, erecting,

testing, operating, maintaining and commissioning of the equipment to the entire satisfaction of BHEL.

10.18 'Singular, Plural, etc.' shall mean works carrying singular number shall also include plural and vice-versa, where the context so requires. Words importing the masculine gender shall be taken to include the feminine gender and words importing purpose shall include any company or association or body or individuals, whether incorporated or not.

10.19 'Headings' shall be the headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

10.20 'Month' shall mean calendar month.

10.21 'Writing' shall include any manuscript typewritten or printed statement under the signature of BHEL.

11 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

11.1 The contract shall be governed by the law for the time being in force in the Republic of India, and shall be subjected to jurisdiction of the courts having jurisdiction over RANIPET, Ranipet district, Tamil Nadu.

12 ISSUE OF NOTICE

12.1 The contractor shall furnish to BHEL engineer the name, designation and address of his authorised agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor or his authorised agent or left or posted to the address of either the contractor or his representative and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.

13 USE OF LAND

13.1 No land belonging to BHEL or their customer or under temporary possession of BHEL shall be occupied by the contractor without the written permission of BHEL.

14 COMMENCEMENT OF WORKS

14.1 The contractor shall commence the works within the time indicated in the letter of Award from BHEL and shall proceed with the same with due expedition immediately.

14.2 If the successful tenderer fails to start the work within the stipulated time, BHEL, at its sole discretion will have the right to cancel the contract. His earnest money and / or security deposit with BHEL will stand forfeited without further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

14.3 All the works shall be carried out under the direction and to the satisfaction of BHEL, failing which the contract may be terminated, bills may not be passed or deductions may be made as deemed fit.

14.4 The serviced /constructed plant or work performed under this contract shall be taken over when it has been completed in all respects and/or satisfactorily put into operation at site.

14.5 The actual date of commencement of work has to be intimated to the office of the AGM / WEG & WS., BHEL, Ranipet 632 406, through BHEL site in-charge. The entire watch and ward due in that contract period should be completed in all respects and the WEGs and the windfarm are to be handed over to BHEL.

14.6 Communication, if any, to AGM / WEG & WS shall be sent through BHEL site in-charge and all letters and bills received at BHEL, Ranipet without site in-charge's signature will not be honoured.

15 MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED

15.1 All payments due to the contractor shall be paid by Account Payee Electronic transfer of funds.

15.2 For running bill payment - The contractor shall present detailed measurement working sheets, in five copies, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of

- payment. The basis of arriving at the quantities / weight shall be the relevant documents and drawings released by BHEL.
- 15.3 Bill no. as declared to respective jurisdictional central excise office, GST registration no., jurisdictional central excise address and nature of service provided, should be compulsorily pre-printed on the bills.
- 15.4 These measurement-working sheets will be checked and vetted by BHEL Engineers. Quantity and percentage eligible for payment under various groups shall be decided by BHEL Engineers. The abstract of quantities and percentage so arrived based on the terms of payment shall be entered in measurement book and signed by both the parties.
- 15.5 **Payment Terms: Monthly post payment shall be paid through NEFT /RTGS payment within a reasonable time to the contractor after duly submitting tax invoice in triplicate and necessary documents by the contractor and certification from concerned Engineer In-charge.**
- 15.6 All recoveries due from the contractor for the month / period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.
- 15.7 Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.
- 15.8 The measurement shall be taken jointly by persons duly authorised on the part of BHEL and by the contractor.
- 15.9 The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.
- 15.10 If at any time due to any reason, whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurement shall be borne by the contractor.
- 15.11 Passing of measurements as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed, if pointed out by BHEL later.
- 15.12 Final measurement bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL.
- 15.13 In addition, the contractor shall produce 'No Due' and 'No Demand' certificates in the proforma issued by BHEL. All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL within a reasonable time after completion of work before submitting the final bill. The final bill quantities and financial value shall also be entered in measurement book and signed by both the parties to the contract.

16 RIGHTS OF BHEL

- BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation.
- 16.1 This tender calls for Two-years' service. BHEL can extend the contract for another one year or Two years if required. BHEL also can short close the contract without any reason within contract period. However, BHEL will give notice in advance for 1 month to the contractor.
- 16.2 To get the work done through other agency at the risk and the cost of the contractor, in the event of contract's poor progress or inability to progress the work, persistent disregards to instructions of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non-fulfilment of any contractual obligation etc. and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from security deposit / other dues.
- 16.3 To withdraw any portion of work and / or to restrict / alter quanta of work as indicated and get it done through other agency and / or with other departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.

- 16.4 To terminate the contract and ban the contractor from applying for any future contracts for a period of 3 years, if any employee/labourer working in the contract is found involved in corruption activities.
- 16.5 To terminate the contract after due notice of one month to cause forfeiture of security deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
- 16.5.1 Contractor's continued poor progress.
- 16.5.2 Withdrawal from or abandonment of the work before completion of the work.
- 16.5.3 Corrupt act of contractor.
- 16.5.4 Insolvency of the contractor.
- 16.5.5 Persistent disregards to the instructions of BHEL.
- 16.5.6 Assignment transfer, sub-letting of the contract without BHEL's permission.
- 16.5.7 Non-fulfilment of any contractual obligation.
- 16.6 To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.
- 16.7 **LD/ PENALTY: To claim compensation for losses sustained including BHEL's supervision charges and overheads for completion on termination of contract and to impose penalty for delay in completion of the work at the rate of 0.5% of the contract value per week of delay or part thereof subject to ceiling of 10% of the contract value.**
- 16.8 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.
- 16.9 To effect recovery from any amount due to the contractor under this or any other contract or in any other form, the money BHEL is forced to pay to anybody, due to contractor's failure to fulfil any of his obligation.
- 16.10 To restrict or increase the quantity and nature of work to suit site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.
- 16.11 To deploy BHEL's fitters, welders, operators and technicians in case of emergency / poor progress / deficiency in skill on the part of employees of contractor and to recover the expenditure on account of the same from contractor's bills.
- 16.12 While every endeavour will be made by BHEL, they cannot guarantee uninterrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation / extra payment on his account.
- 16.13 In case of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

17 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.,

The following are the responsibilities of the contractor in respect of observations of local laws, employment of personnel, payment of taxes etc.

- 17.1 As far as possible unskilled workers shall be engaged from the local areas in which the work is being executed.
- 17.2 The contractors at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals religious and other customs.
- 17.3 The contractor shall comply with all state and central laws, statutory rules, regulations, etc. inclusive of those regarding labour and industrial laws which are applicable from time to time and they shall comply with the provisions of the said labour legislation, rules and regulations framed under the provisions of the Employees Provident Fund and Miscellaneous Provisions Act 1952.
- 17.4 The contractor shall pay all taxes, fees, license charges deposits, duties, tools, royalty commissions or other charges, which may be chargeable on account of any of his operations in

- execution of the contract. In case BHEL is forced to any of such taxes, BHEL shall have the right to either recover the same from the contractor from his bills or otherwise as deemed fit.
- 17.5 The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.
 - 17.6 The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.
 - 17.7 It is the responsibility of the contractor to see that personnel employed by him are equipped with proper uniform, safety shoes, search lights with batteries, rain coats, umbrella etc., for safe and effective execution of contract.
 - 17.8 The contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.
 - 17.9 The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or components for the same. In case of failure to do so by the contractor BHEL shall carry out the same and the expenditure incurred will be recovered the running bills of the tenderer.
 - 17.10 All the properties / equipment / components of BHEL their client loaned with or without deposit to the contractor in connection with the contract shall remain the properties of BHEL / their client. The contractor shall use such properties for purpose of execution of their contract. All such properties / equipment / shall be deemed to be in good condition when received by the contractor unless he notifies within 24 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL / their client. In case of non-return, loss, damage, repairs etc. the cost thereof, as may be fixed by the site Engineer, will be recovered from the contractor.
 - 17.11 It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL.
 - 17.12 The contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of watch and ward servicing and performing work under the contract.
 - 17.13 In case the contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon.
 - 17.14 Any delay in completion of works / non-achievement of periodical targets, due to reasons attributable to contractor, the same will have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and /or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
 - 17.15 The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
 - 17.16 All safety rules and codes applied by the client / BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for safety of the equipment, material and works to be performed by him and shall maintain all light, fencing guard signs etc., or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keeper to take care of equipment, materials and maintenance / servicing tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc., as per prescribed standard and practices. No extra amount shall be claimed by the contractor for the above such works.
 - 17.17 The contractor will be directly responsible for payment of wages to his workers. A pay roll sheet giving all the type of payments given to the worker and duly signed by the contractor's

representative should be furnished to BHEL site office on or before 15th of every succeeding month. The daily attendance particulars shall be submitted to BHEL-Site In charge for verification. The contractor shall also ensure payment of - salary as per minimum wages Act of the state, employer's share of PF as per government norms, deduction of employee's PF share for payment of EPF, comprehensive insurance of their personnel, payment of medical allowance, the contractor shall produce document proof for payment of above along with bills and whenever asked for by BHEL.

- 17.18 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Site Engineer-in-charge.
- 17.19 No levy of payment or charge made or imposed shall be impeached by reason of any clerical error or by reasons of any mistake in the amount levied or demanded or charged.
- 17.20 In addition, no idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause at any time.
- 17.21 The contractor shall take all reasonable care to protect the materials and work until such time the plant / equipment has been taken over by BHEL.
- 17.22 Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All such problems / dispute, shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.
- 17.23 Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during night or on Sundays or on authorised holidays without the written permission from the BHEL Site-in-charge.
- 17.24 The transportation facilities for the personnel employed by him shall be the scope of the tenderer.
- 17.25 It shall be the responsibility of the contractor to provide security arrangement for the equipment, materials belonging to BHEL / customer, and handed over to the contractor for maintenance etc. till the same are taken over by BHEL after completion of works.
- 17.26 The tenderer shall provide ESI facility to his work force as available in the region. If the area is not covered by the ESI, the same must be brought out in the relevant annexure.

18 CONSEQUENCES OF CANCELLATION

- 18.1 For whatsoever reasons BHEL exercises the authority to terminate the contract / withdraw a portion of work under the **clause 17**, BHEL will complete the work by any means. In the event of the cost of the completion as certified by the site Engineer which is final and conclusive being less than the contract cost, the advantages shall accrue to BHEL and that if the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of security deposit and recovery of liquidated damages as per the relevant clauses.
- 18.2 In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contract under this condition, shall consist of materials purchased and / or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

19 INSURANCE

- 19.1 BHEL / their customer shall arrange for insuring the materials / properties of BHEL / customer covering the risks during transmit, storage and servicing.
- 19.2 It is the sole responsibility of the contractor to insure his workers, equipment against accidents and injury while at work as required by relevant rules and to pay compensation, if any,

to workers as per workmen compensation act / rules of the Government. The work will be carried out in a protected area and all the rules and regulations of the client / BHEL in the area of the project which are enforced from time to time will have to be followed by the contractor. Copy of workmen insurance policy details are to be enclosed with this offer.

- 19.3** If due to negligence and / or non-observance and other precautions any accident / injury occur to any other persons / public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities.
- 19.4** If due to contractor's carelessness, negligence of non-observance of safety precautions damage to BHEL's / customer's property and personnel should occur and if BHEL is unable to recover the full cost from the insurance company, the same will be recovered from the contractor.
- 19.5** "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b). Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites. c). Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/- (Rs. Ten lakh) (ii) In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven lakh) d). Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.

20 STRIKES & LOCKOUTS

- 20.1** The contractor will be fully responsible for all the disputes and other issues connected with the labour. In the event of the contract labour restoring to strike or the contractor restoring to lock-out and if the strike or lock-out declared is not settled within a period of 15 days, BHEL, shall have the right to get the work executed employing its own labour or through any agencies or both and the cost so incurred by BHEL shall be deducted from contractor's bills.
- 20.2** **For any purpose whatsoever the employees of the contractor shall not be deemed to be in the employment of BHEL.**

21 FORCE MAJEURE

- 21.1** The following shall amount to FORCE MAJEURE - Act of God or of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclones, earthquake, epidemic and other similar causes over which the contractor has no control.
- 21.2** If the contractor suffers delay in the execution of the contract, the obligation due to delays caused by FORCE MAJEURE as defined above, the agreed time of completion of the job covered by this contract or the obligation of the contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL, in writing the causes of delay and the contractor shall not be eligible for any compensation.

22 ARBITRATION:

- 22.1** Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of the 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 of BHEL and if Executive Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Executive Director, willing to act as such arbitrator.

The cases referred to arbitration shall be other than those for which the decision of the Acceptance officer, or Engineer-in-charge as the case may be is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of BHEL 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 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 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 Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitrator under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or dispute 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 are payable to the contractor shall be withheld on account of such proceedings.

The work under the contract shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of first hearing.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such places as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be a final conclusive and binding on all the 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 001/76 MAN/2 (1.10) 75-BPE (GM - 1) dated 1st January 1976, or its amendments for arbitration shall be applicable.

GST :

Taxes and Duties:

The above works are being involves one time supply and installation of Real time data access (MFM meter) & services by contractor. Accordingly, the GST @ 18% is applicable. The GST amount will be reimbursed to the contractor on submission of proof of remittance challan and uploading the detailed GSTN network within the statutory time period. In case any change in GST as per government notification, the same may be adopted during the contract period.

Registration & GST Rate

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Taxes and Duties- Incl GST clauses to be applicable for the tender:

- i. The bidder shall arrange to send to BHEL, Ranipet along with all the required documents as in contract, Tax Invoice (Original for Recipient) along with his bills.
- ii. IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %
- iii. Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.

Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.

- iv. Payment to the vendor is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment.

The taxes and duties that are reimbursed would be the ones applicable as on the contractual service delivery date or the amount actually paid whichever is less.

In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL.

- v. Invoice should mention BHEL-BAP-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in PO.

- vi. In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.

- vii. The agency should quote the applicable taxes and duties in the technical bid as well as in price bid.

- viii. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

- ix. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.

- x. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

- xi. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

xii. Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.

Invoicing & Payment

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
 - a. BHEL-BAP-RANIPET GSTIN: 33AAACB4146P2ZL
 - b. HSN Code or Service Accounting Code for supply of goods or services.
 - c. Name & address of supplier
 - d. GSTIN of Supplier
 - e. Consecutive Serial Number & date of issue
 - f. Description of goods or services
 - g. Total value of supply of goods or services
 - h. Taxable value of supply of goods or services
 - i. Tax Rate - Central Tax & State Tax or Integrated Tax, Cess
 - j. Amount of Tax charged
 - k. Place of supply/ Service Rendered
 - l. Address of delivery if different from place of supply
 - m. Signature of authorized signatory.
6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
 - i. Uploading the onward GST Return (**GSTR-1**) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.
 - iii. Submission of Tax Invoice to BHEL.
 - iv. Submission of proof of payment of GST to BHEL.
 - v. Availment of Input Tax Credit by BHEL.

Input Tax Credit

7. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
8. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, 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 (details to be uploaded in GSTN portal).
10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, 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.

Penalty for Non-compliance of GST Act

11. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Other Provision

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
13. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (Part-B).
14. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
15. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

**SPECIAL CONDITIONS AND SCOPE OF WORK FOR
"FORECASTING AND SCHEDULING" OF WEG MACHINES**

1. Bidder shall provide service for "Forecasting and Scheduling" of WEG machines of BHEL wind farms at Kadavakallu (4 MW-each machine 250 KW) & Ramagiri (3 MW-each machine 250 KW) in Anantapuramu District, Andhra Pradesh as per APERC regulations and procedure released by AP Government gazette notification No.519 on Wind Generation Regulation 2017 (regulation no.4 of 2017) dtd. 21.08.2017.

The work shall be carried out on Lump-sum item rate per Month per MW of installed capacity basis. The bidder has to quote for the items as per the price bid format (Schedule-I & II) independently and accordingly awarding will be done. However, charges for settlement through "Deviation Settlement Mechanism" (DSM) between SLDC and BHEL as per applicability of CERC order will be payable by BHEL to the SLDC.

2. The bidder not covering the scope of work and services as detailed out in the furnished tender document is liable for rejection.
3. The Bidder shall carefully check the enclosed Technical Specifications and shall satisfy himself as to the suitability of the work as given in the Technical Specifications and shall take full responsibility for the completion of work as per defined scope
4. Coordination Protocol with the BHEL & APGENCO / APTRANSCO / AP SLDC:

Bidder shall study data available from the project, based on which it shall suggest additional measures that BHEL would need to take to ensure that the required data is made available to forecasting and also to meet the compliances under the APERC Regulation or as required by the concerned authority. In order to accomplish this, bidder shall consultation with BHEL, establish suitable data / information sharing protocol between BHEL and Bidder if required.

SCOPE & SPECIAL CONDITIONS OF CONTRACT

• Forecast

- Day Ahead Forecast: Bidder shall deliver day ahead forecast with a granularity of 15 minutes average expected generation for the pooling station and/or for aggregate capacity.
- Intra-Day Forecast: Bidder shall deliver up to 16 intra-day forecasts with a granularity of 15 minutes average expected generation, for the pooling station and/or for aggregate capacity.
- Week Ahead Forecast: Bidder shall deliver up to 7 Days ahead forecasts with a granularity of 15 minutes average expected generation for the pooling station and/or for aggregate capacity, or as required by the applicable regulations.
- Weekly / Monthly MIS report to the Client summarising the final schedule of previous day vis-à-vis actual generation and implication of DSM Charges arising due to APERC Regulation.

- **Collection of dynamic data from the pooling station**

Bidder shall ensure, that appropriate data collection and communication. Data communication services with required hardware shall be provided by the bidder. The Price for the same shall be quoted in Annexure-I.

Generation data and other parameters such as plant outage, grid outage, maintenance schedules and any other information relevant to creating a forecast and as being mandated by the statutory authorities for effective compliance are in bidders' responsibility. Bidder shall ensure that data received from the Client site is acted upon as soon as possible. BHEL will provide the ABT billing meter reading every month, for calculation of DSM charges.

- Scheduling, energy accounting, de-pooling, reconciliation and settlement.
- Scheduling:

Bidder shall provide day-ahead, intra-day and week ahead forecasts for the pooling station and/or for aggregate capacity to RLDC/SLDC as required under APERC Regulation, and shall maintain detailed records of such schedules. Bidder shall also maintain log of such communication with RLDC/SLDC.

- **Energy Accounting:**

Bidder shall maintain detailed records of actual generation data as provided through SCADA system/ Real time providing eqpt and the ABT meter data at the Metering point if and when available, for computation of DSM Charges.

- **De-pooling:**

Methodology for the purpose of de-pooling shall be as agreed between Bidders & BHEL

- **Reconciliation of energy accounts:**

Upon receipt of the net obligation information from relevant authority, Bidder shall coordinate with the utility to reconcile energy account with actual generation and scheduled generation. Further, if any dispute arises during the depooling process, such dispute shall be taken care by the bidder.

- **Settlement of net obligation amount:**

The obligation settlement shall be carried out by bidder and the Generator as per the due date defined by the Regulation.

- The above furnished specification is not limited, however bidder to comply the APERC regulations & norms as published by the AP gazette vide ref. 519 Dtd.21.08.19 (copy enclosed).
- **Forecast accuracy:** Bidder shall provide the forecast data with a minimum accuracy of 85%. If deviations exceed + or - 15%, bidder is liable to pay the penalties to the discoms/SLDC on behalf of BHEL.

Terms & Conditions

- 1.1 Each tender should be sent in a sealed cover. Inner cover should be sealed with tender's distinctive seal and superscripted with tender No., Name of the work and due date of opening. The tender shall be addressed to

SE / WCM
BHARAT HEAVY ELECTRICALS LTD,
BOILER AUXILIARIES PLANT,
RANIPET -632 406, TAMILNADU.

- 1.2 The scope of service is as per the Scope of work attached herewith.

Special conditions

Completion schedule - provide service as coordinating agency for "Forecasting and Scheduling" is to be executed for a period of 24 months from the date of commencement of work. The scope of work is deemed to be completed only when is certified by the BHEL Site in-charge. The date of commencement of works has to be communicated to BHEL headquarters through Site in-charge.

Start of above said work : (As per AGM/ WEG & WS Instructions)

Completion of period : (Two Year from the date of commencement of work)

The contractor is required to commence the work within one week from the date of issue of LOA, failing which the contract is liable to be cancelled and EMD / SD shall be forfeited.

1 EXECUTION OF WORKS

- 1.1 The work shall be executed in a disciplined manner and to the entire satisfaction of the Engineer-in-charge.
- 1.2 The Engineer-in-charge will communicate or confirm instructions to the contractor in respect of the execution of work in a **site order book** maintained at his site office and confirm receipt of such instructions by signing the relevant entries in this book, such entries will rank as order or notices in writing within the intent and meaning of these conditions.
- 1.3 All materials supplied by the contractor and incorporated on the work shall conform to the latest IS specifications including all applicable official amendments and revisions or BHEL's specifications.
- 1.4 Any work found defective/unsatisfactory the contractor has to rectify the same at his own cost. In case the contractor fails to rectify the defects within the specified time as per the Engineer-in-charge's instructions the same will be got done by BHEL at the risk and cost of the contractor and the cost will be deducted from the contractor's bill.

2 WATER & POWER

- 2.1 The contractor shall make necessary arrangements for drawing water to the work spot at their own cost.

3 SITE CLEARANCE

- 3.1 Written permission for erection of temporary work sheds at site shall be obtained from BHEL. Once the work is completed the contractor should remove all temporary sheds and the unwanted materials and dispose the debris as instructed by the Engineer-in-charge. Around 100 meters radius of the constructed area, the contractor should remove all debris and clear unwanted materials.

4 PROJECT INFORMATION

- 4.1 BHEL windfarms, Ramagiri, Anantapur district, are located 65Kms from Anantapur towards Bangalore and Kadavakallu 55Kms from Anantapur towards Tadipatri.

Note: Bidders are requested to visit site and verify for themselves about the actual distances and assess the site condition before quoting for the job. No compensation whatsoever on this account will become payable to the contractor.

- 5 The contractor shall pay all taxes, fees, licence, charges, deposits, duties tools royalty, commissioning or other charges which may be leviable on account of any of his operations in execution of the contract and in case BHEL is forced to pay any of such taxes BHEL shall have the right to recover the same from the contractor either from his bills or otherwise as deemed fit.
- 6 The contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.
- 7 The contractor shall ensure that no damage is caused to any person/property of other/ parties working at site. If any such damage is caused, it is the responsibility of the contractor to make good the losses or compensate for the same.

- 8 The contractor shall arrange and coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 9 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried-out in accordance with the instructions and requirements of the BHEL Site-In-Charge.
- 10 For any purpose what so ever the workforce of the contractor shall not be deemed to be in the employment in BHEL.
- 11 It is the sole responsibility of the contractor to insure the staff against any accidents and injury while at work as required by relevant rules and to pay the compensation to the affected person(s), if any to your staff as per rules formed by the Government(s). The work will be carried out in the protected area and all the rules and regulations of the client/BHEL in the area of the project, which are enforced from time to time will have to be followed by the contractor.
- 12 If due to negligence and/or non-observance of safety and other precautions, any accidents or injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities.
- 13 The rates quoted and accepted are inclusive of all taxes and duties including sales tax, tax on works contract etc. The rates quoted and accepted by you shall remain firm for the entire scheduled contract period including total extended period if any, and no compensation whatsoever will be paid for any escalation in respect of any element constituting the contract rates, **except GST**. GST will be reimbursed at the rate as per the Government's notification from time to time.
15. "Notwithstanding anything to the contrary, BHEL shall have the full rights to exclude the Contractor or any of its employees/ vendors, etc. from the BHEL premises".
16. WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of end user.
17. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.
18. BHEL Reserve the Right to increase or decrease the tendered quantity.
19. "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."

UN PRICED BID**Schedule-I**

Name of the work: Providing of "Forecasting and Scheduling" of WEG machines for BHEL wind farms, at Kadavakallu.

SN	Description of Work	Total period in months	Rate/MW/ Month in Rs.	Total Amount for 24 months in Rs.
01	Providing services for "Forecasting and Scheduling" of WEG machines of BHEL wind farm Kadavakallu (4 MW -16 Nos WEG)-one metering point	24 months	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED
SN	Description of Work	Quantity		Total Amount for 24 months in Rs.
02	Lump sum price for one-time supply & installation of Real time data access (MFM meter, dual sim Wi-fi modem & installation) & Acc. at Kadavakallu wind farm (one metering point) for data communication services with required hard wares.	1 set		QUOTED/ NOT QUOTED
03	Total Amount in Rs. (Sl. No. 01 + 02)(Excluding GST)			QUOTED/ NOT QUOTED
04	GST @ ----- %			QUOTED/ NOT QUOTED
05	Total amount in Rs. (Sl. No. 03 + 04) (including GST)			QUOTED/ NOT QUOTED

Note:

1. The evaluation currency for this tender shall be INR.
2. Tender will be finalised based on the Lowest Rate (L1) quoted only in Price bid.
3. L1 offers will be considered for schedule.no 1 & 2 independently and accordingly awarding will be done.

UN PRICED BID**Schedule-II**

Name of the work: **Providing of "Forecasting and Scheduling" of WEG machines for BHEL wind farms, at Ramagiri.**

SN	Description of Work	Total period in months	Rate/MW/ Month in Rs.	Total Amount for 24 months in Rs.
01	Providing services for "Forecasting and Scheduling" of WEG machines of BHEL wind farm Ramagiri (3 MW-12 Nos) - Two (2) metering points	24 months	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED
SN	Description of Work	Quantity		Total Amount for 24 months in Rs.
02	Lump sum price for one time supply & installation of Real time data access (MFM meter, dual sim Wi-fi modem & installation) & Acc. at Ramagiri wind farm (Two metering point) for data communication services with required hard wares	2 set		QUOTED/ NOT QUOTED
03	Total Amount in Rs. (Sl. No. 01 + 02)(Excluding GST)			QUOTED/ NOT QUOTED
04	GST @ ----- %			QUOTED/ NOT QUOTED
05	Total amount in Rs. (Sl. No. 03 + 04) (including GST)			QUOTED/ NOT QUOTED

Note:

1. The evaluation currency for this tender shall be INR.
2. Tender will be finalised based on the Lowest Rate (L1) quoted only in Price bid
3. L1 offers will be considered for schedule.no 1 & 2 independently and accordingly awarding will be done.

ANNEXURE - C**DETAILS OF PREVIOUS EXPERIENCE / SIMILAR WORKS IN PROGRESS**

Sl.No	Agency by whom awarded	Location of project	Scope of work	Starting date of the contract	Contract Value	Completion date of the contract

ANNEXURE - E
CHECKLIST

Note: Tenderer is requested to fill in all the details and no column should be left blank.

1. Name and address of the tenderer
(With phone, fax nos. and e-mail address) :
2. Name & designation of the official of the tenderer
to whom all the references shall be made :
3. Tenderer's proposal No. & date. :
4. Whether EMD submitted (By cash/D. D)
DD No./Cash Receipt No. :
5. Validity of offer/rates quoted for six months
from the date of opening of tender : Yes/No
6. Applicable GST quoted : Central tax@ _____%
State tax @ _____%
Integrated tax@ _____%
Union territory tax@ _____%
7. Is Annexure - C enclosed? : Yes/No
8. Is Annexure - E : Yes/No
9. Is Organisation Chart enclosed? : Yes/No
10. Attested copy of power of attorney enclosed? : Yes/No
11. Details about type of the firm enclosed? : Yes/No
12. Declaration sheet enclosed? : Yes/No
13. Certificate of no deviation : Yes/No

Date:
Witnesses (signature with full address)
1.

Signature of tenderer with seal

DECLARATION SHEET

I / We _____ certify that all the information and data furnished by me / us with regard to this tender specification no. _____ Dtd. _____ are true and complete to the best of my knowledge.

I further certify that I am the duly authorised representative of the under mentioned firm / company and a valid power of attorney to this effect is also enclosed.

I / We have carefully perused the following document related to the above work and agree to abide by the same.

TENDER SPECIFICATION AND INSTRUCTIONS TO TENDERERS

SCOPE OF WORK.

RATE SCHEDULE.

ANNEXURE A-E & I.

DECLARATION SHEET.

I / We have deposited / forwarded herewith the earnest money deposit / bank guarantee in the form prescribed and as stipulated towards the earnest money deposit for a sum of Rs. _____ (Rupees _____ only) vide BHEL cash receipt no: _____ Dtd. _____ / Demand draft no: _____ Dtd. _____, which shall be refunded in case our offer is not accepted. If our offer is accepted by you, I / we further agree to deposit an additional sum to make up the security deposit for the works as per the clause 7 of Section - I of tender specification and instructions to tenderers.

Signature of tenderer:

Name of tenderer:

Address of tenderer:

CERTIFICATE OF NO DEVIATION

I / We.....of M/s.

Hereby certify that there is no deviation from the tender condition either technical or commercial

and I am / We are agreeing to all the terms and conditions mentioned in the Tender Specification

9800021E, dtd. 15.09.2020

Signature of the tenderer.

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

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

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	PAN NO.
02	VENDOR CODE (as in WORK ORDER)	
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	
C)	BANK BRANCH CODE:	
D)	MICR CODE	
E)	VENDOR'S BANK A/C NO. ONLY (Factoring A/c No. not to be given)	
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	
I)	BANK BRANCH NEFT IFSC CODE	
J)	VENDOR'S EMAIL ID (give two ids)	
K)	NAME OF AUTHORISED SIGNATORY	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET 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, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH 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)
Authorisation No. _____

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

SIGNATURE OF THE TENDERER WITH SEAL

PRICE BID

1. The tenderer is expected to fill the rate schedules both in figures and words after satisfying all the terms and conditions of the tender specification. The scope of work and responsibility of the contractor as mentioned under this specification shall be covered within the quoted rates.
2. The tenderers shall quote rates in English Language and International numerals. Rates for each item of the tender schedule should be quoted in Rupees and Paise only. In case of any difference in the rates quoted in figures and in words.
 - a) If, in the price structure quoted for the required goods! services! works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
3. Rate quoted for the services shall be firm throughout the contract period including total extended period if any and include all royalties, tax on works contract and any other taxes levied and leviable under the state or central government rules during the currency of the contract. Bharat Heavy Electricals Ltd. will not entertain any claim in this regard. In addition, the rates shall not vary in case the contract is extended by one or two months.
4. All entries in the tender either shall be typed or be written in ink and over writings are not permitted. All cancellations and insertions shall be duly attested by the tenderer.
5. 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 L-1 status even after soliciting discounts, L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s) - If available, otherwise the same procedures will be carried out to arrive for L1 ranking) Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."
6. **L1 shall be decided for individual rate schedules (i.e. I & II) and contract shall be awarded accordingly.**
7. The tenderers are advised to assess the correct distances, availability of work force, transportation facilities and the prevailing site conditions by visiting the site before submitting the quotation. BHEL shall not be responsible in any way for lack of contractor's knowledge on the same and no claim will be entertained later on this account.
8. The rates quoted shall remain the same as the services are to be provided throughout the period including Sundays and holidays. No extra claim shall be entertained on this account by BHEL.
9. The quantities shown in the attached schedule are only approximate and are liable to variation without entitling the contractors to any compensation, provided the total value of the contract does not vary by more than 20%.
10. The tenderer has to follow all the safety regulations prevailing in the site. The contractor should take note of these situations. No extra claim on this account shall be entertained.
11. No deviation to the conditions stipulated in the tender will normally be accepted. However, in case the tenderer desires to take any deviation, the same shall be clearly brought out in the form of statement of deviation giving description of deviation, reference clause and monetary implication of the condition in case of withdrawal.

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PRICED BID
Schedule-I

Name of the work: Providing of "Forecasting and Scheduling" of WEG machines for BHEL wind farms, at Kadavakallu.

SN	Description of Work	Total period in months	Rate/MW/ Month in Rs.	Total Amount for 24 months in Rs.
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SN	Description of Work	Quantity		Total Amount for 24 months in Rs.
02	Lump sum price for one-time supply & installation of Real time data access (MFM meter, dual sim Wi-fi modem & installation) & Acc. at Kadavakallu wind farm (one metering point) for data communication services with required hard wares.	1 set		
03	Total Amount in Rs. (Sl. No. 01 + 02)(Excluding GST)			
04	GST @ ----- %			
05	Total amount in Rs. (Sl. No. 03 + 04) (including GST)			

Note:

1. The evaluation currency for this tender shall be INR.
2. Tender will be finalised based on the Lowest Rate (L1) quoted only in Price bid
3. L1 offers will be considered for schedule.no I & II independently and accordingly awarding will be done.

PRICED BID
Schedule-II

Name of the work: Providing of "Forecasting and Scheduling" of WEG machines for BHEL wind farms, at Ramagiri.

SN	Description of Work	Total period in months	Rate/MW/ Month in Rs.	Total Amount for 24 months in Rs.
01	Providing services for "Forecasting and Scheduling" of WEG machines of BHEL wind farm Ramagiri (3 MW-12 Nos) - Two (2) metering points	24 months		
SN	Description of Work	Quantity		Total Amount for 24 months in Rs.
02	Lump sum price for one time supply & installation of Real time data access (MFM meter, dual sim Wi-fi modem & installation) & Acc. at Ramagiri wind farm (Two metering point) for data communication services with required hard wares	2 set		
03	Total Amount in Rs. (Sl. No. 01 + 02)(Excluding GST)			
04	GST @ ----- %			
05	Total amount in Rs. (Sl. No. 03 + 04) (including GST)			

Note:

1. The evaluation currency for this tender shall be INR.
2. Tender will be finalised based on the Lowest Rate (L1) quoted only in Price bid
3. L1 offers will be considered for schedule.no I & II independently and accordingly awarding will be done.