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080 - 2218 2354

E-MAIL : pnsrivas@bhel.in

**Bharat Heavy Electricals Limited**

(A Government of India Undertaking)

**SOLAR BUSINESS DIVISION**

Prof. C.N.R. Rao Circle, Opp. Indian Institute of Science  
Malleshwaram, Bangalore-560012

**Corrigendum -1**

Dated: 26.11.2021

**Subject:** "Carrying out Fabrication and Erection of DC & HT Cable Support Structure & DC Cable Bridge and other associated works at site of FSPV 100 MW NTPC Ramagundam".

**Tender RFQ NO. 166072**

**Dated: 26.11.2021**

Bidders are requested to note the revision in the NIT as following -

<b>Sl. No.</b>	<b>Description</b>	
1	NIT value	Rs.82,52,880.00 plus applicable GST
	EMD	Rs.1.65 Lakh
2	Average annual Turn over	30% of the NIT value i.e. Rs.29,21,520
3	GCC	General condition of contract included
4	Start-ups registered with DIPP are exemption	Minimum turnover and years of experience.
5	Bidder agrees to timely submission of security deposit for execution of the contract within the time-period mentioned.	In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder.
6	Evaluation of the tender/Splitting	Package basis/ No splitting

All other terms and conditions remain unaltered.

*P.S.*  
कुंक नारायण श्रीवास, अधिकारी / परी-अधिकारी  
प्रेमनारायण श्रीवास, अधिकारी / परी-अधिकारी  
PREMNARAIAN SRIVAS, Engineer / PV-Engg.  
BHEL-SBD, Bengaluru - 560 012



### **NOTICE INVITING TENDER**

1. BHEL/ SBD (A Govt. of India Enterprise) invites Tender for engaging a Contractor for “**Carrying out Fabrication and Erection of DC & HT Cable Support Structure & DC Cable Bridge and other associated works at site of FSPV 100 MW NTPC Ramagundam**”.
2. The Enquiry/Tender has been floated through e-procurement and offers shall be accepted through e-procurement only. BHEL shall neither entertain offers through hard copy nor provide any due date extension on account of the same. Interested bidders who do not have login ID and password are requested to register themselves on <https://eprocurebhel.co.in> through “Online Bidder Enrolment” link available on the portal.
3. Class-III, SHA2 2048 BIT – Signing & Encryption, Digital Signature Certificate (DSC) is required for bidders for authentication purpose (log in and bid submission). Vendors, who do not possess the DSC, are requested to obtain the same. The procedure for obtaining DSCs is detailed in the “Seller Manual” available on the above mentioned website.

**Tender Ref. File No: 166072**

**Date: 25.11.2021**

For all clarifications/ issues related to the tender, please contact:

**(i) Commercial:**

Mr. Premnaraian Srivas Engineer / Works Contracts cell, BHEL-SBD,

Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

E-MAIL: [pnsrivas@bhel.in](mailto:pnsrivas@bhel.in)

Ph. No. +91-080-22182216 Or

Mr. Pradipchandra Baro SDGM / Works Contract Cell, BHEL-SBD,

Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

E-MAIL: [pradipcbaro@bhel.in](mailto:pradipcbaro@bhel.in)

Ph. No. +91-080-22182142

**(ii) Technical:**

Mr. Vijay Kumar Choudhary, Manager / SPV Engg BHEL-SBD

BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

E-MAIL: [vijayk.choudhary@bhel.in](mailto:vijayk.choudhary@bhel.in)

Ph. No. +91-080-22182282



**BHARAT HEAVY ELECTRICALS LIMITED**  
**Solar Business Division, Malleswaram,**  
**Bengaluru - 560 012**

**TENDER  
DOCUMENT  
(PART - A)**

**TENDER DOCUMENT  
PART - A  
VOLUME - I**

1.	GENERAL INFORMATION
2.	SCOPE OF WORK
3.	ELIGIBILITY CRITERIA
4.	PAYMENT TERMS
5.	ANNEXURES

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>Solar Business Division, Malleswaram,</b> <b>Bengaluru - 560 012</b>	<b>TENDER DOCUMENT (PART – A)</b>
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1.	<b>General Information</b>	
1.1.	Tender Reference Number :	<b>File No: 166072</b> <span style="float: right;"><b>Date: 25.11.2021</b></span>
1.2.	Tender Name:	<b>Carrying out Fabrication and Erection of DC &amp; HT Cable Support Structure &amp; DC Cable Bridge and other associated works at site of FSPV 100 MW NTPC Ramagundam.</b>
1.3.	Tender System	Two Part Bid Part – A: Techno-Commercial & PQR Part – B: Price Bid
1.4.	Tender Type	<b>Open Tender- Works contract</b>
1.5.	Estimated Value of Contract	<b>Rs.82,52,880.00 plus applicable GST</b>
1.6.	Duration of Contract	As per NIT (DELIVERY TERMS)
1.7.	Qualifying Requirement	As per NIT Terms & Conditions.
1.8.	Earnest Money Deposit to accompany Tender	<b>Rs.1.65 Lakh</b>
1.9.	Security Deposit	5% of the Work Order Value
1.10.	Cost of Tender documents	NIL
1.11.	Issue of tender documents	As per Enquiry / RFQ / Notification on <a href="http://www.bhel.com">www.bhel.com</a> & <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
1.12.	Pre- BID Meeting	As per Enquiry / RFQ / Notification on <a href="http://www.bhel.com">www.bhel.com</a> & <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
1.13.	Last date for Issue of tender documents	As per Enquiry / RFQ / Notification on <a href="http://www.bhel.com">www.bhel.com</a> & <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
1.14.	Last date for submission of tender doc	As per Enquiry / RFQ / Notification on <a href="http://www.bhel.com">www.bhel.com</a> & <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
1.15.	Date and time of opening of Tender (Part-A)	As per Enquiry / RFQ / Notification on <a href="http://www.bhel.com">www.bhel.com</a> & <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
1.16.	Tender Submission Place	Online at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
1.17.	Tender Opening Place	Online at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
1.18.	Dealing Officer (For any Clarifications)	Mr. Premnaraian Srivas Engineer / Works Contracts cell, BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012 E-MAIL: <a href="mailto:pnsrivas@bhel.in">pnsrivas@bhel.in</a> Ph. No. +91-080-22182216 Or Mr. Pradipchandra Baro SDGM / WEX & Works Contract Cell, BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012 E-MAIL: <a href="mailto:pradipcbaro@bhel.in">pradipcbaro@bhel.in</a> Ph. No. +91-080-22182142
1.19.	Revers Auction	"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."
2.	<b>SCOPE OF WORK</b>	
2.1.	Details as per Annexure- I.	
3.	<b>ELIGIBILITY CRITERIA</b>	



3.1.	-
3.2.	<p><u>Average Annual Financial turnover</u> during the last 3 years ending 31st March of the previous financial year, should be at least <b>Rs.29,21,520</b></p> <p>Audited Balance sheet and profit &amp; Loss account OR Turn over Certificate from Chartered Accounted to be enclosed.</p> <p>Note: If Audited Balance sheet and profit &amp; Loss account OR Turn over Certificate from Chartered Accounted available, same to be submitted, accordingly TO calculated for last 3 years.)</p>
3.3.	<p>Bidders who wish to participate should have executed works of similar nature during last seven years as per Given below, as on the date of opening of Technical Bid.</p> <p>i. One similar work of value not less than 80% of estimated value (excluding all taxes). (OR)</p> <p>ii Two similar works of value each not less than 50% of estimated value (excluding all taxes) (OR)</p> <p>iii Three similar works of value each not less than 40% of estimated value (excluding all taxes)</p> <p>Note:</p> <p>List of similar works shall be as follows:</p> <p>(i) Bidder should have successfully executed work order for execution of Land mounted or Roof top Solar plants for 5 MW or above.</p> <p>Or</p> <p>(ii) Bidder should have successfully executed work order for execution of Floating Solar plants for 100kw or above.</p> <p>Or</p> <p>(iii) Bidder should have work experience in field of reservoir/lake/ river water activity or any water works such as dredging / silt removal/ construction /cable or pipe laying on water</p> <p>or</p> <p>Any type of fabrication &amp; Erection works/BOSworks/ Solar Power plant I &amp; Cworks.</p> <p>Bidder should not have been banned by "any BHEL unit" or "Government of India" or "Government of Karnataka" or Government of other states in India. BHEL reserves the right for independent verification of Documents.</p>
3.4.	Evaluation of the tender will be done on total package basis. Splitting of this tender is not applicable.
3.5.	<b>Start-ups registered with DIPP are exempt to fulfill the criteria of minimum turnover and minimum years of experience.</b>
3.6.	There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. During the course of work, if any such information comes to light, the contract may be terminated.
3.7.	The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
3.8.	In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
3.9.	If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
3.10.	BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
3.11.	The bidder shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
4.	<b>PAYMENT TERMS</b>
4.1.	No Advance payment shall be done. Price variation clause not applicable. Standard payment terms of BHEL i.e. 45 days credit will be applicable. Details as per GCC of NIT



4.2.	GST will be reimbursed to the contractor after the contractor pays GST, files return and submits a proof of the same to BHEL.
4.3.	As this a works contract, Income tax deduction at source (TDS) at the applicable rate (prevailing rates as applicable at the time of clearance of bills) shall be recovered and remitted to Govt. of India. Income tax deduction certificate shall be issued for the amount of Income Tax deducted. Income Tax TDS as applicable and GST TDS@ 2% will be done.
5	<b>Annexures</b>
5.1	Detailed Scope of Work – Annexure I
5.2	Techno-commercial Bid Application – Annexure II
5.3	Bidder Information – Annexure III
5.4	Qualification Requirement – Annexure IV
5.5	Declaration by Bidder-I – Annexure V
5.6	Declaration by Bidder-II – Annexure VI
5.7	Deviations Sheet- Annexure VII
5.8	Unpriced BID and HSN / SAC Codes - Annexure -VIII
5.9	PPP-MI Format- Annexure- IX
5.10	Border Sharing

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>Solar Business Division, Malleswaram,</b> <b>Bengaluru - 560 012</b>	<b>TENDER</b> <b>DOCUMENT</b> <b>(PART – A)</b>
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### **5.1 ANNEXURE – I SCOPE OF WORK**

#### **1.0 INTRODUCTION:**

##### **OVERALL PROJECT OUTLINE OF 100 MW FLOATING SOLAR PHOTOVOLTAIC POWER PLANT:**

Bharat Heavy Electricals Limited (BHEL), Solar Business Division, Bangalore is setting up a 100MW (AC) Floating solar photovoltaic (SPV) power plant for NTPC at Ramagundam (Telangana).

The 100MW FSPV Project is divided into 40 discrete Array Blocks of 2.5MW-AC each. These 40 Arrays are spread on approx. 650 acres of the raw water reservoir area of the thermal plant. Each 2.5MW-AC Array has approx. 11200 PV Modules. Of the 40 blocks, 32 Array Blocks are made of M/s Prabh Dayal make of HDPE Floats and balance 8 Array blocks are made of M/s Adtech make. The shape of Array blocks of both makes are different and details of these Blocks are attached as Annexures. Each 2.5MW Floating Array has a corresponding floating equipment platform placed at an approx. distance of 10mts from the Array.

PCU's, HT panels, and Transformers are the major equipment's which was are placed on floating platforms. There are two types of floating platforms for Electrical Equipments in the project as given in overall layout. One is called Inverter Floater Platform (IFP) and other is local pooling switchgear Floater Platform (LPSFP). LPSFP having two parts- LPSFP-IFP and LPSFP. The equipment layout of both types of floating platforms are attached. The quantities are as follows:

Sr. No.	Description of Floatation Platforms	No. of Platforms
1	Inverter floater Platform (IFP)	36
2	Local pooling switchgear Floater Platform (LPSFP)	04

The floating platform is made of Ferrocement. Ferrocement is a form of reinforced concrete using closely spaced multiple layers of mesh and /small diameter of rods completely infiltrated with, or encapsulated in mortar. The most common type of reinforcement is steel mesh. The platform is constructed with 10 separate compartments having manhole for maintenance purpose.

#### **2.0 LOCATION/ ADDRESS OF POWER PLANT:**

District Peddapalli, Telangana

Nearest Highway NH-63 (10KM)

Nearest Railway Station Ramagundam (05 Km)

Nearest Commercial Airport Hyderabad (260 Km)

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### **3.0 SCOPE OF WORK:**

3.1. The scope of work includes Trial, supply, fabrication, assembly and erection of DC & HT cable support structure & cable bridge and other associated works at site of 100 mw (AC) floating solar photovoltaic grid-connected power plant at NTPC RAMAGUNDAM (TELANGANA), made of hot dip galvanized steel confirming IS 2062 and IS 4759:1996 with 90-micron galvanization.

3.2. The scope of Fabrication and erection of DC & HT cable support structure & cable bridge includes:

- I. Trial of all three type of assembly (DC Cable Support Structure, HT Cable Support Structure, Cable Bridge) at site in line with general arrangement drawing and site specific condition. The general arrangement for IFP is attached with specification. Similar arrangement shall be done for LPSFP also.
- II. Submission of final BOM for each type of Structure for approval of BHEL. Supply shall be made as per approved BOM. The measurement of supply portion shall be as per theoretical weight only as indicated in BOM.
- III. Fabrication, galvanization & supply of all three types of structure as per approved BOM.
- IV. Required Fabrication, assembly and Erection of DC & HT cable support structure & cable bridge at site. Cutting, Welding and any other adjustment in dimensions of the structure during erection shall be done at site specific to site conditions.
- V. The DC cable and HT cable shall be erected at IFP and LPSFP. One IFP has one DC Cable support structure and one HT cable support structure. Similarly, one LPSFP has one DC cable and 11 HT Cable Structures. Wherever DC and HT cable crosses each other in array, provision of bridge shall be required.
- VI. Any other associated work like handling of DC and HT cables safely for erection of Structures.
- VII. The erection of the structures to be done in water at designated location and land as per site requirement. The tools and tackles like welding machine, drilling machine, DG sets etc. should be of portable type for working in water. The availability of boat and barges shall also be ensured for erection works in water. The details of work on land and water shall be as follows:

	DC Support Structure		HT Support Structure		DC Cable Bridge	
	Erection at location in water	Erection at Shore at Land	Erection at location in water	Erection at Shore at Land	Erection at location in water	* The qty. may change at the time of execution.
IFP*	24	12	24	12	22	
LPSFP*	2	2	22	22		

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VIII. During erection of structures existing cables shall be kept safety as per Instruction of BHEL and with close co-ordination with BOS contractor of BHEL. Any damage happened to cable due to improper handling shall be recovered from Contractor's bill.

- 3.3. All materials for the subject job, tools and tackles, labour and supervision will be in the scope of the contractor. All other required materials, tools & tackles shall have to be arranged by the contractor.
- 3.4. Water and power shall be arranged by Contractor. BHEL will not provide any T & P for the job.
- 3.5. Contractor must deploy manpower as per site requirement. In case of failure to deploy required manpower suitable action shall be taken and suitable deduction also will be made from bills.
- 3.6. Contractor shall start the work within 7 days from date of intimation given by BHEL.
- 3.7. Contractor shall be responsible for loss of tools, instruments & as deemed fit recovery for loss/damage shall be made from contractor's bill.
- 3.8. The work shall be measured in terms of unit given in BOQ duly cleared by BHEL- site/ Customer.

#### **4.0 Site Visit:**

Contractor has to necessarily visit the site before quoting to know the work content and scope. Contractor to give request to BHEL for arranging Site Visit by send an E-mail to [vijayk.choudhary@bhel.in](mailto:vijayk.choudhary@bhel.in) by specifying the tender reference. Contractor shall submit a site inspection certificate along with their technical bid after completing Site Visit. No claim regarding ignorance of site conditions or scope of work shall be entertained later during execution of work.

#### **5.0 Technical Specification:**

##### **5.1 Material:**

The structural material of items shall be conforming to mild steel of IS2062 Grade E250. The Raw material test certificate shall be submitted along with supply and at the time of Pre-Shipment Inspection(s). Fasteners used shall be of grade SS304 only.

##### **5.2 Fabrication:**

- I. Fabrication of items shall be done as per site trial done by contractor. For understanding purpose, a tentative general arrangement is being attached with specification.
- II. Minimum weld size shall be 6 mm for fillet weld.
- III. Electrodes for Mild Steel shall conform to IS814 (Latest Revision).
- IV. Post galvanisation, no welding is allowed. However, during erection minor welding is permitted. Post welding, the welded area shall be finished and painted with zinc spray.

##### **5.3 Galvanization:**

All angles, channel and other structural members of watch tower shall be hot dip galvanized with coating thickness of 120 microns for protection against corrosion. Pipes shall be standard GI type. Galvanization shall conform to IS-2629, 4759 & 4736 as applicable. Galvanization shall be measured with elcometer and Vendor shall submit the report, from NABL accredited laboratory, Test to determine corrosion performance of Structures as per the applicable IS/ASTM , as and when required.

#### **6.0 DELIVERY TERMS:**

##### **Supply:**

- I. Timely delivery is the essence of this contract. Contractor is required to complete the trial within 7 days of award of work.
- II. Contractor to deliver the material in lots as below:
- III. DC Cable Bridge –
  - First 5 Nos within 15 days of trial completion.
  - Balance 17 Nos within 30 days of trial completion.

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**DC Support Structures:**

First 26 nos within 21 days of trial completion.  
 Balance 14 nos. Within 45 days of trial completion

**HT Support Structure:**

First 46 nos within 21 days of trial completion.  
 Balance 34 nos. Within 45 days of trial completion

**Erection:**

IV. Erection of structures shall be done as per site requirement. However, All the erection work shall be completed within 2 months from the date of site handover. Presently for 20 nos. IFP and 2 nos. LPSFP, site is ready for erection.

V. BHEL will try to maintain the work flow on regular basis. However, BHEL is not bound to provide work regularly.

**7.0 SAFETY AT WORK PLACE**

I. Safety at work place is complete responsibility of the contractor. Contractor to depute one safety supervisor exclusively (Other than working supervisor) to take care of safety of their workmen and BHEL resources. A monthly report on safety in appropriate format shall be submitted to BHEL.

II. Personnel Protective Equipment's (PPE's), as applicable are to be arranged by the Contractor for their all workmen, as applicable.

III. All Contractor's workmen shall abide by the rules & regulations of BHEL with respect to Safety, Health and Environment while working at BHEL site.

**Enclosures:**

1. Tentative General arrangement drawing of DC and HT Cable support structures at IFFP.
2. Indicative BOM of all three type of Structure
3. Tentative general arrangement of DC Cable Bridge
4. Site Inspection certificate.

	<p style="text-align: center;"><b>BHARAT HEAVY ELECTRICALS LIMITED</b>  <b>Solar Business Division, Malleswaram,</b>  <b>Bengaluru - 560 012</b></p>	<p style="text-align: center;"><b>TENDER DOCUMENT (PART – A)</b></p>
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**5.2 ANNEXURE – II TECHNO-COMMERCIAL BID APPLICATION**

To,

Engineer / WC  
Bharat Heavy Electricals Limited  
Solar Business Division,  
IISc Post, Malleswaram,  
Bengaluru – 560 012

Dear Sir,

I / We hereby offer to carry out the work "**Carrying out Fabrication and Erection of DC & HT Cable Support Structure & DC Cable Bridge and other associated works at site of FSPV 100 MW NTPC Ramagundam.**

I / We have carefully perused the all the clauses mentioned in NIT and agree to abide with the same.

1. Notice Inviting Tender – Part A
2. Price Bid Format - Part – B

I / We further agree to execute all the works referred to in the said documents.

I declare that, there was never / is no litigation or charge under investigation / enquiry / trial against me / us, nor conviction in a court of law or suspended or blacklisted by any organization on any grounds.

Signature of Tenderer  
Date:

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**5.3 ANNEXURE – III: BIDDER INFORMATION**

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)
1	Name of the Company	
2	Constitution of Firm	: Individual / Sole Proprietorship Concern / Partnership Firm / Public Ltd. Company/ Private Ltd. Company.
3	Name of Authorized Signatory	
4	Name of Contact person for this tender	
5	Email-id of contact person	
6	Contact number	
7	Bank Account Details (Name of Bank, Branch and Account Number). Cancelled Cheque to be enclosed	
8	Details of Relatives employed in BHEL, Name Designation and Unit - Clause 3.7	
	Relative 1	
	Relative 2	
	Relative 3	

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**5.4 ANNEXURE – IV: QUALIFICATION REQUIREMENTS**

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)	Whether proof / document enclosed (YES / NO)
1	Compliance to Clause 3.1		
2	Average turnover of last 3 years - Clause 3.2		
3	Relevant Work Experience as per Clause 3.3 –1		
	Relevant Work Experience – 2		
	Relevant Work Experience – 3		
4	PAN No. - Clause 3.2 (copy to submitted)		
5	GST Registration Number (copy to submit)		
6	ESI Registration Number (copy to submit)		
7	PF Registration Number (copy to submit)		
8	MSEs / NSIC-UDYAM Certificate to be enclosed (if applicable)		
9	Start-Ups Certificate to be enclosed (if applicable)		
10	The bidder should encourage to use local labor that has the necessary skills as per the Requirement of work.		



**5.5 ANNEXURE – V: BIDDER DECLARATION - I**

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)
1	I have completely understood the scope of work and submit my agreement to carry out the work as per mentioned in Tender document.	
2	I have quoted rates for the total scope of work mentioned in the tender document	
3	I agree to participate in the Reverse Auction as per Tender Terms and Conditions	
4	I have understood and accepted the payment terms of BHEL as per Cl.4	
5	I am responsible for the safety of workmen deployed and agree to fulfil the requirements as per tender terms	
6	I have understood the LD clause mentioned in this tender and submit my agreement for the same.	
7	I agree to participate in the tender and carry out the work (if awarded) ethically and submit my agreement to various requirements in this contract.	
8	I have carefully read the Tender Terms and Conditions and I submit my agreement for the same.	
9	Signed and submitted the deviations sheet	

Signature with Name & seal of the Tenderer]

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>Solar Business Division, Malleswaram,</b> <b>Bengaluru - 560 012</b>	<b>TENDER DOCUMENT (PART - A)</b>
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**5.6 ANNEXURE – VI, BIDDER DECLARATION - II**

I, -----, aged-----Yrs., S/o -----,

Residing at -----  
-----

Hereby declare as follows:

- (i) That my nationality is \_\_\_\_\_.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases/ Civil/ Labor pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labor who is more than 18 years of age and less than 58 years and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the laborers to be employed against this tender and arrange for police verification.
- (xii) I shall employ and deploy suitable qualified personnel for supervision of the work in each shift and additionally as required for monitoring compliance to process requirements and compliance to contract terms & conditions.

[Signature with Name & seal of the Tenderer]

Date :  
Place :



**5.7 ANNEXURE VII: DEVIATION SHEET**

<b>Sl. No.</b>	<b>Volume</b>	<b>Part/ Clause Sl no.</b>	<b>NIT requirement</b>	<b>Bidder's Deviation</b>

Total No. of deviations proposed by the Bidder- \_\_\_\_\_ nos/Nil.

**BIDDER'S SIGN & SEAL**

Note: The Offers should be in full conformity with the terms and conditions of this tender. Incorrect and incomplete tenders are liable to be rejected. Deviations, if any, should only be mentioned in DEVIATION SHEET only for Non-Technical Deviations (i.e. General Terms & Conditions, Commercial Terms etc.) & Technical Deviations (i.e. Scope of Work, Modalities of Contract etc.). BHEL at its discretion whether to give any further chance to a bidder in case of any deviation or reject the same offer.



**BHARAT HEAVY ELECTRICALS LIMITED**  
**Solar Business Division, Malleswaram,**  
**Bengaluru - 560 012**

**TENDER  
DOCUMENT  
(PART – A)**

**5.8 Annexure-VIII– Unpriced Bid, SAC / HSN Codes**

		<b>Percentage BoQ</b>						
		Validate	Print	Help				
<b>Tender Inviting Authority: AGM - WCC</b>								
<b>Name of Work: Carrying out Fabrication and Erection of DC &amp; HT Cable Support Structure &amp; DC Cable Bridge and other associated works at site of FSPV 100 MW NTPC Ramagundam</b>								
<b>Contract No: 166072</b>								
<b>Name of the Bidder/ Bidding Firm/ Company :</b>								
<b>PRICE SCHEDULE</b> <b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</b>								
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER</b>	<b>NUMBER #</b>	<b>TEXT #</b>		
SL No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words		
1	2	4	5	6	53	55		
1	<b>BOQ for DC &amp; HT Cable Support Structure</b>							
1.01	Supply of DC and HT Cable Support Structure for Inverter Floating Platform (IFP)- One IFP have 1 DC Cable and 1 HT Cable support structure	12960.000	kg	138.000	<b>1788480.000</b>	INR Seventeen Lakh Eighty Eight Thousand Four Hundred & Eighty Only		
1.02	Supply of DC and HT Cable Support Structure for Local Pooling Switchgear Floating Platform (LPSFP)-One LPSFP has 1 DC Cable and 11 HT cable support Structure	9320.000	kg	135.000	<b>1258200.000</b>	INR Twelve Lakh Fifty Eight Thousand Two Hundred Only		
1.03	Supply of HT Cable Cross Over DC Cable bridge Structure	2508.000	kg	150.000	<b>376200.000</b>	INR Three Lakh Seventy Six Thousand Two Hundred Only		
1.04	Installation of DC and HT Cable Support Structure for Inverter Floating Platform (IFP)	36.000	AU	67100.000	<b>2415600.000</b>	INR Twenty Four Lakh Fifteen Thousand Six Hundred Only		
1.05	Installation of DC and HT Cable Support Structure for Local Pooling Switchgear Floating Platform (IFP)	4.000	AU	345100.000	<b>1380400.000</b>	INR Thirteen Lakh Eighty Thousand Four Hundred Only		
1.06	Installation of HT Cable Cross Over DC Cable bridge Structure	22.000	AU	47000.000	<b>1034000.000</b>	INR Ten Lakh Thirty Four Thousand Only		
<b>Total in Figures</b>					<b>8252880.000</b>	INR Eighty Two Lakh Fifty Two Thousand Eight Hundred & Eighty Only		
<b>Quoted Rate in Figures</b>			Select		<b>0.000</b>	INR Zero Only		
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>						

**GST as applicable to be quoted separately here**

Note: Bidder to quote only Unit Rate in cells for column M & Rows 14,15, applicable GST (age%) in cells of column N & Rows 14,15 and SAC / HSN Codes in cells column AY & Rows 14,15 only in the Price bid format uploaded as a PART-B through e-procurement portal.

**BIDDER'S SIGN & SEAL**

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>Solar Business Division, Malleswaram,</b> <b>Bengaluru - 560 012</b>	<b>TENDER DOCUMENT (PART – A)</b>
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#### 5.9- ANNEXURE- IX, PPP-M II Format

##### **FORM AT FOR VERIFICATION OF LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER**

(To be submitted with the offer)

[Applicable for procurement value from Rs.5.00 Lac to Rs.10.00 Crore]

Self-certification giving the percentage of local content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]

Item Name: **Carrying out Fabrication and Erection of DC & HT Cable Support Structure & DC Cable Bridge and other associated works at site of FSPV 100 MW NTPC Ramagundam.**

Enquiry No. :

Project : **Carrying out Fabrication and Erection of DC & HT Cable Support Structure & DC Cable Bridge and other associated works at site of FSPV 100 MW NTPC Ramagundam.**

Applicable percentage of Local Content.....

(Bidder to indicate local content in percentage)

We have read and understood the provisions of "Public Procurement (Preference to Make in India) Order, 2017" dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any [hereinafter, "PPP-MII Order"] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

In line with the provisions of the PPP-MII Order, We, M/s. ..... [Enter the name of the Bidder] [hereinafter, "Local Supplier"] submits self-certification to M/s. Bharat Heavy Electricals Limited [hereinafter, BHEL] regarding Local Content in Goods/Services/Works to be supplied by the Local Supplier **Carrying out Fabrication and Erection of DC & HT Cable Support Structure & DC Cable Bridge and other associated works at site of FSPV 100 MW NTPC Ramagundam.**

(Enter the name of the Equipment/Item for Project), wherein we have agreed to abide by the terms and conditions of the PPP-MII Order.

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

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We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

For and on behalf of,

Authorized Signatory

(With Company Seal & Signature)

Date:

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by BHEL.

Border Sharing

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>Solar Business Division, Malleswaram,</b> <b>Bengaluru - 560 012</b>	<b>TENDER</b> <b>DOCUMENT</b> <b>(PART – A)</b>
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*(TO BE SUBMITTED IN BIDDER'S LETTER HEAD)*

Undisclosed Agreement

Tender Enquiry No & Date:

Work Description:

I/We hereby declare that, I/We .....

Will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>Solar Business Division, Malleswaram,</b> <b>Bengaluru - 560 012</b>	<b>TENDER DOCUMENT (PART – A)</b>
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**Tender Enquiry No & Date:**

**Work Description:**

**SITE INSPECTION CERTIFICATE**

This is to Certify that, I / We.....

..... had inspected the proposed Construction site thoroughly and understood the scope of works to be carried out in line with construction drawings/designs/data/Bill of quantities/schedule of items/ Specifications as brought out in the Tender as desired by BHEL.

Agreeable to all Terms & Conditions of Contract and assure to complete the work Within the stipulation time frame.

**Note:** In case of bidder unable to visit the site due to any reason, bidder may kindly note that it is the responsibility of the bidder to ensure and understand the scope of work and site condition in line with NIT terms and condition.





**1. The Earnest money deposit may be furnished**

- a) Demand Draft in favour of BHEL SBD, Bangalore – 560012.**
- b) The Earnest money deposit may be furnished through online (Bank Detail NIT page-11)**
- c) Bank guarantee as per Sl. No. 4 (b), page No. 1.**

**Guidelines for payment of EMD Fee**

**Bank Detail (For EMD submission as applicable):**

**Bharat Heavy Electricals Limited Solar Business Division Prof. CNR Rao Circle Malleswaram  
Bengaluru-560012**

1	Name of the Beneficiary:	Bharat Heavy Electricals Limited Ceramic Business Unit Prof. CNR Rao Circle Malleswaram Bengaluru-560012
2	Name of the Bank & Branch:	IDBI Bank Limited, Trade Finance
3	Address of the Branch:	Trade Finance IDBI House,58, 1 <sup>st</sup> Floor, Mission road, Bengaluru-560027
4	Bank Telephone No:	080-2227 9576
5	NEFT IFSC code	IBKL0000377
6	Account Type:	Current
7	Account No.	008103000003605
8	RTGS IFSC code:	IBKL0000377

**QR Code BHEL-SBD**



	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>Solar Business Division, Malleswaram,</b> <b>Bengaluru - 560 012</b>	<b>TENDER DOCUMENT (PART – A)</b>
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***INSTRUCTIONS TO TENDERER***

2. Sealed Tender for the above noted work is hereby invited from Contractors experienced in similar civil works like RCC building works (such as Industrial, commercial and Residential).
3. Scope of work for MMS Pile foundation works, “**Carrying out Fabrication and Erection of DC & HT Cable Support Structure & DC Cable Bridge and other associated works at site of FSPV 100 MW NTPC Ramagundam**” at location as specified under Sl. No. 3 “Project scope, detail and location” as per Tender/approved construction drawing, works as per instruction of Engineer in charge, terms and condition of contract. However, depending on site conditions minor modification in works may be necessary.
4. **Tenders should be submitted on <https://eprocurebhel.co.in>. In two part bid. Part-1 “Technical cum Commercial Bid” and Part-2 Price Bid. DD for Tender document Cost (if applicable) & EMD duly submitted along with the tender documents (Original DD/ BG for EMD to be sent to address of Dealing Officer, BHEL-SBD Bangalore NIT-page 1 sl. no. 14).**
5. The local address of the Contractors, the name of the person to whom all the Correspondence are to be addressed should be indicated, with telephone number (both office and residence).
6. All entries in tender documents should be in one ink (preferably blue ink). Erasing and overwriting is not permitted. All corrections should be duly signed by tenderer concerned.
7. Tenderers shall fill in all the required particular in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document including the drawings attached there to before submitting tender.
8. Unit rate/percentage above or below estimate should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paisa with reference to each item and for the items shown in the attached schedule. These rates shall be for the finished work at site. The rate shall include all taxes and duties payable on account of Octroi, Sales Tax, tax on work contract etc., and also expenses towards PF and ESI contributions (see clauses 8, 40 and Enclosure ‘C’ excluding GST).
9. In case the rate quoted in figures differs from those quoted in words, the lower of the rates quoted will be taken as the tendered rate and shall be binding on the tenderer.

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>Solar Business Division, Malleswaram,</b> <b>Bengaluru - 560 012</b>	<b>TENDER DOCUMENT (PART – A)</b>
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10. The rate to be quoted by the tenderer shall be firm and shall cover and include all statutory levies such as "Octroi, sales tax, excise duty etc., arising from Act passed by Parliament or State Legislature and rules framed there under. The rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come into force, subsequent to submission of tenders.
  
11. (a) The rate quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening tender.  
 (b) Tenderer shall not increase quoted rates, once the tenderer has submitted offers/quotation/price and during execution of contract in case tender is accepted.  
 (c) Successful bidder should execute the work strictly in accordance with Tender schedule quoted rates as accepted by BHEL.  
 (d) **PRICE VARIATION clause not applicable.**
  
12. The rates quoted should be inclusive of all taxes arising on the transaction. If BHEL is required to discharge the liability of any taxes on the transaction like TDS(IT), TDS(WCT), TDS(GST) (as applicable) under reverse charge mechanism or any other similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor. **The rate/ Percentage quoted by bidder shall be including all taxes but excluding GST which shall be shown separately in price bid.**
  
13. Quantities shown in the schedule are only approximate and are liable to variation without entitling the Contractors to any compensation.
  
14. Before tendering, the tenderer are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of material and labour. They should be well versed with BHEL General Conditions of Contract instruction to the tenderers, drawing and specification and all other documents which form part of the agreement

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>Solar Business Division, Malleswaram,</b> <b>Bengaluru - 560 012</b>	<b>TENDER DOCUMENT (PART - A)</b>
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to be entered into subsequent to award of work. The tenderer should be specially note that it is tenderers responsibility to provide any items which is not specifically mentioned in the specifications and drawing, but which is necessary to complete the work.

15. Details and quantities of each item of work shown in the bill of quantities attached here to only approximate. They are given as a guide for the purpose of tendering only and are liable for variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and price at the corresponding rates to be quoted by the Contractor in the bill of quantities attached hereto.
16. Should a tenderer find discrepancies or omission in the drawing attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
17. In the event of the tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of firm concerned. In the latter case, a copy of the power of Attorney duly attested by a Gazette Officer must accompany the tender.
18. If in any case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.
19. Every tender must be accompanied by Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderer after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as a part of Security Deposit for satisfactory completion of the work in accordance with Clause-16 of BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipt are liable to reject. No interest will be paid on the earnest money deposit.

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>Solar Business Division, Malleswaram,</b> <b>Bengaluru - 560 012</b>	<b>TENDER DOCUMENT (PART – A)</b>
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“Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest”

20. For reimbursement of Earnest Money Deposit, the tenderer should fill the enclosed EFT form, obtain the Banker's signature and also enclose a photocopy of cancelled cheque leaf.
21. EMD may be submitted in Bank guarantee as per Sl. No. 4 (b), page No. 1, in BHEL format in Non-judicial stamp paper amounting Rs.200 (or) applicable rate at bidder's state, whichever is higher. Bank guarantee from any Co-operative banks are not acceptable in any circumstances.
22. Unless the bidder whose tender is accepted signs contract agreement (If applicable) within fifteen days (15 days) of the date of the order directing to do so, the amount of Earnest Money already deposited by bidder will be forfeited and acceptance of the tender withdrawn as per discretion of BHEL.
23. If after opening of tenders a tenderer revokes the tender or increase of earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of Engineer-in-charge, the Earnest Money Deposited by bidder will be forfeited and acceptance of bidder's tender withdrawn.  
If only a part of work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be retained will be based on value of the contract so awarded.
24. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered necessary by the accepting authority.

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>Solar Business Division, Malleswaram,</b> <b>Bengaluru - 560 012</b>	<b>TENDER DOCUMENT (PART – A)</b>
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25. Conditional and Unsigned tenders, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the accepting officer and tenders not submitted in the prescribed forms are liable to be rejected.
26. Tenderer shall submit Solvency Certificate for the value specified from a Bank of standing regarding the tenderer's financial position (as applicable).
27. The tenderers should enclose relevant documents regarding constitution of firm i.e. Individual / Sole Proprietorship Concern / Partnership Firm / Public Limited Company / Private Limited.
28. The tenders should be enclosed with a list of contracts already held by the tenderer at the time of submitting the tender and giving the following particulars:
  - a) Name of the work, value and address.
  - b) The balance work remaining to be done on the same.
29. The Contractors responsibility under this contract shall commence from date of receipt of the order or acceptance of tender.
30. If proprietor or partner of a firm expires after the submission of tender or after the acceptance of tender, BHEL reserves the right to cancel the contract if the character of the firm undergoes a substantial change.
31. THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or changes in the composition of firm made subsequent to signing of the contract. They may however recognize such power of Attorney and changes after obtaining proper legal advice.
32. If the tenderer deliberately gives wrong information on tender regarding past unsatisfactory performance with BHEL sister units, BHEL reserves the right to reject such tender at any stage including contract execution period.
33. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so require.

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>Solar Business Division, Malleswaram,</b> <b>Bengaluru - 560 012</b>	<b>TENDER</b> <b>DOCUMENT</b> <b>(PART - A)</b>
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34. The General and Special Conditions are complementary to each other and where they are in conflict, the special condition shall prevail.
35. The expenses for completing the stamping agreement shall be paid by the contractor.
36. Unless or otherwise stated above tendered work includes men, material, machine and commissioning of equipment as agreed to in the contract.
37. After completing of the job, the contractor has to furnish actual drawings of work done in consultation with Engineer-in-charge.
38. Any covering letter and comments of the tenderer should be submitted along with the offer.
39. Cement and steel for carrying out Civil Works will have to be procured by the Contractor. Materials shall be accompanied with Test certificates and connected dispatch documents for proof of source from approved manufacturer's works or stockyard. The Contractor shall provide all the materials needed for trial run, testing including chemicals, consumables etc. In quoting their rates, the Contractors are advised to take into account the cost of the above materials. All the construction materials should be approved by BHEL before commencement of work.
40. Contractor are required to follow Field Quality Plan (FQP) for Civil construction as approved by BHEL/customer in respect of Tests to be carried out and reports and documents to be furnished.
41. Should a tenderer or a contractor has a relative or in the case of firm or company, any of its shareholders relative is employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such fact subsequently comes to light.
42. These 'INSTRUCTIONS TO TENDERER' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the Contract agreement for the work to be entered into. The Contractor has to scrutinize the same, and when submitting his tender, indicate his acceptance of both. In cases of variation between the two in any matter, the conditions in the 'THEINSTRUCTIONS TO TENDERER' shall prevail. (Extracts of important clauses of BHEL GCC are enclosed).

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>Solar Business Division, Malleswaram,</b> <b>Bengaluru - 560 012</b>	<b>TENDER</b> <b>DOCUMENT</b> <b>(PART – A)</b>
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43. All operations to be carried out by the Contractor during the execution of the contract such as drilling, welding etc., shall be done with proper equipment to be brought by the tenderer. Contractor shall make his own power and water supply.
44. The Contractor shall comply with the provision of Employees Provident Fund's and miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under. He as an employer shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him for the execution of the contract in accordance with the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan receipt of monthly remittance of the contribution made by him to the Commissioner. He shall also furnish such returns such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer".
45. The Contractor should get himself registered with the E.S.I Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the Labour employed by him for the work and produce the challan/Receipts of remittance of the E.S.I contributions due under the E.S.I Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities' through the Principal Employer. The contractor can remit their ESI & PF through a sub-agent who processes the ESI & PF code and agrees to enter an MOU with the contractor.
45. If any action is brought in by P.F. Commissioner/ ESI authorities on BHEL for the work done by the Contractor for his labourers regarding PF/ ESI amount due, short remittances, non-remittances etc., the Contractor shall defend the case on behalf of BHEL and / or reimburse BHEL the expenses so incurred.

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>Solar Business Division, Malleswaram,</b> <b>Bengaluru - 560 012</b>	<b>TENDER</b> <b>DOCUMENT</b> <b>(PART – A)</b>
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46. The Contractor shall apply and obtain license under Contract labour (R&A) Act 1970 and comply the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through the Principal Employer.
47. Contractor shall insure all his labourers and material. Any claim by his Employees for damages shall be settled by the Contractor even if action is against BHEL or to reimburse the legal expenses incurred by BHEL.
48. Any action brought in by anybody on BHEL regarding patent, right etc., used by Contractor in execution of work shall be defended by the Contractor and / or reimburse BHEL the cost of the same.
49. Contractor shall produce necessary records, documents; explanation whenever he is called upon to do by any Government Agencies.
50. Contractor should obtain “Workmen Compensation Policy” for their Employees.
51. LEAD, LIFT, ETC.,
  - a) Unless otherwise specified in the tender schedule, the rates for all items will be deemed to include all leads, lifts and descents involved in the work.
52. EXTRA ITEMS
 

No extra items of work shall be carried out by the contractor other than those authorized to do so in writing by the Engineer-in-charge. For any such items of work executed as per instructions of Engineer-in-charge, the rates will be fixed on the basis indicated under clause 50 of BHEL GCC/ as per terms and conditions of BHEL. The schedule of rates to be followed in this case will be CPWD schedule of rates.



# **GENERAL CONDITIONS OF CONTRACT**

**SOLAR BUSINESS DIVISION  
BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt. of India Undertaking)  
PROF. CNR RAO CIRCLE, IISc POST  
M ALLESHWARAM  
BENGALURU - 560012



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## **CHAPTER -1**

### **1. GENERAL INSTRUCTION TO TENDERERS**

#### **1.1. DESPATCH INSTRUCTION**

i) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages

ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any aspects, the scope of work etc., he shall contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The tender specifications and terms and conditions shall be deemed to have been accepted by the tenderer in the offer. Pre requirements and conditions shall be liable for rejection.

iii) Integrity pact (IP): If NIT calls for Integrity Pact, the same shall be duly signed & stamped by the authorised signatory & submitted along with tender document.

#### **1.2. SUBMISSION OF TENDERS**

1.2.1 The tenderers must submit their tenders as per instructions in the NIT

1.2.2 BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post courier. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances. Offers received by Fax/Email/Internet shall be considered as per terms of NIT.

1.2.3 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present

1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.

1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

### **1.3. LANGUAGE**

1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and overwriting is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

### **1.4 PRICE DISCREPANCY:**

#### **1.4.1 Conventional (Manual) Price Bid opening:**

i) 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 BHEL there is obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly

ii) 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;

iii) 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 (i) and (ii) above.

iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

v) In case of lump sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.



vi) *In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However, the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'".*

**1.4.2 Reverse Auction:** *In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.*

i) *Offers from tenderers who are under suspension (banned) by any Unit /Region /Division of BHEL shall not be considered. ii) Offers from tenderers who do not comply with the latest guidelines of Ministry /Commissions of Govt of India shall not be considered.*

#### **1.5. EVALUATION OF BIDS**

i) *Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer, BHEL reserves the right to ask for proofs/documents, clarification in relation to Technical/commercial data during tender evaluation*

ii) *Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL*

iii) *Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated to the vendor before the opening of Price bid.*

#### **1.6. DATA TO BE ENCLOSED**

*The following information in full shall be furnished by the tenderer. Non-submission of this information may lead to rejection of the offer.*

- i) *INCOME TAX PERMANENT ACCOUNT NUMBER, GSTIN, SAC, HSN Certified copies of PAN, GSTIN shall be furnished along with tender. The names, addresses and contact information of the Directors /Partners shall be furnished along with the offer.*
- ii) *An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.*



**iii) IN CASE OF INDIVIDUAL TENDERER:**

*His /her full name, address, PAN, GSTIN and place & nature of business to be furnished. iv)*

**IN CASE OF PARTNERSHIP FIRM**

*The names of all the partners and their addresses, a copy of the partnership deed/instrument of partnership shall be enclosed.*

**v) IN CASE OF COMPANIES:**

*Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.*

**1.7. AUTHORISATION AND ATTESTATION**

*Tenders shall be signed by a person duly authorised /empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders*

**1.8. EARNEST MONEY DEPOSIT**

**1.8.1** *Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.*

*The EMD may be accepted only in the following forms:*

- (i) *Electronic Fund Transfer credited in BHEL account (before tender opening)*
- (ii) *Banker's cheque /Pay order/Demand draft, in favour of BHEL (along with offer) In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs.20 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months.*
- (iii) *Through SBI collect /RTGS (before tender opening)*
- (iv) *No other form of EMD remittance shall be acceptable to BHEL*

**1.8.2 EMD by the bidder will be forfeited as per Tender Documents if**

- i) *After opening the tender and within the offer validity period, the tenderer revokes his/her tender or makes any modification in his tender which is not acceptable to BHEL.*
- ii) *The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/Contract.*
- iii) *EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged in derailing the tender process by unlawful means.*

**1.8.3 EMD shall not carry any interest.**



*1.8.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.*

*1.8.5 EMD of successful tenderer will be converted as part of Security Deposit*

#### **1.9. SECURITY DEPOSIT**

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

*The total amount of Security Deposit will be 5% of the contract value (including all applicable taxes) EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.*

##### *1.9.1 Modes of Security deposit:*

*The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:*

*i) Cash (as permissible under the extant Income Tax Act) ii) Local cheques of Scheduled Banks (subject to realization) /Pay Order /Demand Draft /Electronic Fund Transfer in favour of BHEL  
iii) Bank Guarantee from Scheduled Banks /Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL iv) Fixed Deposit Receipt issued by Scheduled Banks /Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/k BHEL)  
v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed / hypothecated / pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith) vi) 50% of the required Security Deposit, including the EMD, should be paid before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.*

##### *1.9.2 The Security Deposit shall not carry any interest.*



*1.9.3 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award (plus maintenance period if applicable), and 03 months claim period. The same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL*

*1.9.4 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.*

#### **1.10. REFUND OF SECURITY DEPOSIT**

*50% of the security deposit may be refunded on completion of the work after payment of the final bill and the balance 50% of the security deposit is refunded only after the expiry of the maintenance period from date of completion of work as stipulated in the contract concerned.*

#### **1.10.1 DEFECTS LIABILITY PERIOD:**

*The contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of the maintenance period of six months or as stipulated in NIT hereto from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post or Email. If contractor fails to attend to the above, defect will be rectified at contractor's risk & cost and same will be deducted from the security deposit payable amounts available with BHEL.*

#### **1.11. BANK GUARANTEES**

*Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with*

- i) Bank Guarantees shall be from Scheduled Banks /Public Financial Institutions as defined in the Companies Act. ii) The Bank Guarantees shall be as per prescribed BHEL formats.*
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.*
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by BHEL*



- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due).

#### **1.12. VALIDITY OF OFFER**

*The rates in the Tender shall be kept open for acceptance for a minimum period of Ninety (90) DAYS from latest due date of offer submission (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.*

#### **1.13 EXECUTION OF CONTRACT AGREEMENT**

*The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by BHEL. The Tenderer shall submit an unqualified acceptance to the Letter of Intent Award within the period stipulated therein.*

*The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within fifteen days (15 days) after the acceptance of the Letter of Intent Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized & empowered by the tenderer. The expenses for preparation of agreement document shall be borne by Tenderer.*

#### **1.14. REJECTION OF TENDER AND OTHER CONDITIONS**

**1.14.1** *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: -*

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more tenderers as per NIT
- c. To award the work in part if specified in NIT
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

1.14.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

1.14.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted ) by any unit /region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job. The decision of BHEL will be final in this regard.

1.14.4 If a tenderer who is a proprietor 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 tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

1.14.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.14.6 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 and forfeit the Earnest Money/Security Deposit /any other money due.

1.14.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

1.14.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

1.14.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.

1.14.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders after finalization of contract.

1.14.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited



*discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.*

*1.14.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.*

**1.15 BHEL Fraud Prevention Policy:**

*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 BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. Fraud prevention policy and list of Nodal officers shall be hosted on BHEL website, vendor portals of Units/Regions Internet.*

**CHAPTER-2**

**2.1 DEFINITION:** *The following terms shall have the meaning hereby assigned to them except where the context otherwise requires*

- i) *BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.*
- ii) *“EXECUTIVE DIRECTOR” or ‘GROUP GENERAL MANAGER’ or “GENERAL MANAGER (Incharge)” or “GENERAL MANAGER” shall mean the Officer in SOLAR BUSINESS DIVISION, Prof. CNR Rao Circle, IISc Post, Malleshwaram, BENGALURU - 560012*
- iii) *“COMPETENT AUTHORITY” shall mean Executive Director or Group General Manager or General Manager (In-charge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (In-charge) or General Manager of BHEL.*
- iv) *“ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes ‘CONSTRUCTION MANAGER’ or ‘SITE INCHARGE’ as well as Officers*



- v) "SITE" shall mean the places or place at which the plants equipment are to be erected and services are to be performed as per the specification of this Tender.
- vi) "CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipment or provision of services.
- vii) "CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.
- viii) "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Work Order, Contract Agreement, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.
- ix) "GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.
- x) "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendum's, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
- xi) "LETTER OF INTENT" shall mean the intimation by a Post /Fax /email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
- xii) "COMPLETION TIME" shall mean the period by 'date /month' specified in the 'Letter of Intent /Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment /plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
- xiii) "PLANT" shall mean and connote the entire assembly of the plant and equipment's covered by the contract.



xiv) “**EQUIPMENT**” shall mean equipment, machineries, materials, structural, electrical and other components of the plant covered by the contract.

xv) “**TESTS**” shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.

xvi) “**APPROVED**”, “**DIRECTED**” or “**INSTRUCTED**” shall mean approved, directed or instructed by BHEL.

xvii) “**WORK** or **CONTRACT WORK**” shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment’s to the entire satisfaction of BHEL.

xviii) “**SINGULAR AND PLURALS ETC**” words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.

xix) “**HEADING**” – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.

xx) “**MONTH**” shall mean calendar month unless otherwise specified in the Tender.

xxi) ‘Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A week shall mean continuous period of seven (7) days.

xxii) “**COMMISSIONING**” shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.

xxiii) “**WRITING**” shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.

xxiv) “**TEMPORARY WORK**” shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.

xxv) ‘**CONTRACT PRICE**’ or ‘**CONTRACT VALUE**’ shall mean the sum including applicable taxes mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained



xxvi) “COMMENCEMENT DATE” or “START DATE” shall mean the commencement /start of work at Site as per terms defined in the Tender

xxvii) “SHORT CLOSING” or “FORE CLOSING” of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor

xxviii) “TERMINATION” of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract

## **2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION**

*The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Bengaluru, shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other Civil Court shall have jurisdiction in case of any dispute, under this contract*

## **2.3 ISSUE OF NOTICE**

2.3.1 *Service of notice on contractor: Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Registered Post / Speed Post /FAX / Email to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.*

2.3.2 *Service of notice on BHEL Any notice to be given to BHEL in-charge under the terms of the Contract shall be served by sending the same by post or Email or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.*

## **2.4 USE OF LAND**

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

### **2.4.1 STORES AND MATERIALS:**

*The contractor shall, at his own expense, supply all stores and materials required for the contract, other than those which may be provided by BHEL at the rates detailed therein subject to their availability at the place of issue indicated therein. All stores and materials to be supplied by the Contractor shall be of the best kind as described in the Specifications and the Contractor shall, if required by the Engineer –in- charge furnish him with proof to his satisfaction that the store and materials so comply with the specifications.*



*The contractor shall, at his own expense and without delay, supply samples of stores and materials proposed to be used in the execution of the work for the approval of the Engineer-in charge, who may reject all stores and materials not corresponding either in quality or character to the approved samples.*

*In the case of stores provided by BHEL, the Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling & jointing the several parts together as necessary and incorporating & fixing these stores & materials in the work, including all preparatory work of whatever description that may be required, and closing, preparing, loading and returning empty cases or containers to the place of issue without any extra charges.*

*Contractor is responsible for safe & secure storage of above material.*

#### **2.4.2 PATENT RIGHTS:**

*The contractor shall fully indemnify BHEL, or the agent, servant, or employee of BHEL, against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of any article /or part thereof included in the contract.*

*In the event of any claims being made or action brought against BHEL, or any agent, or servant or employee of BHEL., in respect of any of the matters aforesaid, the contractor shall not apply when such increment has taken place in complying with the specific directions issued by the BHEL but the contractor shall pay any royalties payable in respect of any such use.*

#### **2.4.3 WATER:**

*The contractor shall allow in his tender and provide at his cost all water required for the work or his employees on the work, together with all pipes and fittings or other means that may be necessary or required to ensure a proper and ample supply of water for all purpose connected with the work.*

*In the event of a provision existing in the Tender documents for supply of water on payment by BHEL, water will be supplied from the BHEL supply System, or other sources at any points fixed by the Site Engineer/Engineer-in-charge on the site of work. The contractor shall make necessary arrangement for lifting, pumping, carrying or conveying the water as required at his own cost. The levy of water charges to be borne by the Contractor in such case shall be specifically mentioned in the Tender documents.*

**2.4.4 TEMPORARY WORKSHOPS, STORES ETC:**

*The Contractor shall, during the progress of the work provide, erect and maintain at his own expense all necessary temporary workshops, store, offices, toilets etc., required for the proper and efficient execution of the work. The planning, siting and erection of these building shall have the approval of the Engineer-in-charge and the Contractor shall at all times keep them in a clean and sanitized condition to the entire satisfaction of the Engineer-in-charge.*

*On completion of the work all such temporary buildings shall be cleared and the site restored to its original state in a clean and tidy condition to the entire satisfaction of the Engineer-incharge.*

**2.5 COMMENCEMENT OF WORK**

*2.5.1 Time is essence of contract and is specified in the tender document or in each individual work order.*

*2.5.2 The contractor shall commence the work within seven (07) days from LOI/work order or as intimated by BHEL and shall proceed with the same with due expedition without delay.*

*2.5.3 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.*

*2.5.4 All the work shall be carried out under the direction and to the satisfaction of BHEL.*

**2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:**

*2.6.1 All payments due to the contractors shall be made by electronic mode only, unless otherwise found operationally difficult.*

*2.6.2 For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, 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 as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.*

*2.6.3 These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer.*



*The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.*

*2.6.4 Based on the above quantities, contractor shall prepare the bills in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.*

*2.6.5 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 to the contrary.*

*2.6.6 Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.*

*2.6.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.*

*2.6.8 The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used /used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.*

*2.6.9 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 measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.*

*2.6.10 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.*

*2.6.11 Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.*

## **2.7 RIGHTS OF BHEL**

*BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.*

*2.7.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/BHEL's obligation to its customer.*

*2.7.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-*

*i) Contractor's continued poor progress*

*ii) Withdrawal from or abandonment of the work before completion of the work iii)*

*Contractor's inability to progress the work for completion as stipulated in the contract*

*iv) Poor quality of work*

*v) Corrupt act of Contractor*

*vi) Insolvency of the Contractor*

*vii) Persistent disregard to the instructions of BHEL*

*viii) Assignment, transfer, sub-letting of contract without BHEL's written permission*

*ix) Non fulfilment of any contractual obligations /non-compliance of statutory requirements*

*x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule*

*2.7.3 To meet the expenses including BHEL overheads of 35% & Liquidated damage/penalties arising out of "Risk & Cost" as explained above under Sl.No. 2.7.2. BHEL shall recover the amount from any money due from Contractor, from any money due to the Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof*

*2.7.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.*



2.7.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfil any of his obligations. BHEL shall levy overheads of 35% on all such payments.

2.7.6 While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

2.7.7 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC (Over run Charges) in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

2.7.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract, provided that the balance works are minor vis a vis the scope of work envisaged as per the contract. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work as mutually agreed, shall however be reduced from the final contract value.

#### **2.7.9 LIQUIDATED DAMAGES/PENALTY**

##### **COMPENSATION FOR DELAY:**

If the contractor fails to maintain the required progress in terms of condition 2.10 or to complete the work and clear the site on or before the contracted or extended the period of completion, he shall, without prejudice to any other right or remedy of the BHEL on account of such breach, pay as agreed compensation an amount calculated as stipulated below

For unfinished anticipated value of work where finished portion is fit for use

Rate of compensation as follows:



- Completion period (as originally stipulated) not exceeding 6 months. ....@ 1 percent per week
- Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 0.5 percent per week
- Completion period (as originally stipulated) exceeding 2 years..... @ 0.25 percent per week

Provided always that the total amount of compensation for delay to be paid under condition shall not exceed the under noted percentage of the anticipated contract value

- Completion period (as originally stipulated) not exceeding 6 months. ....@ 10 percent of anticipated value of work
- Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 7.5 percent of anticipated value of work
- Completion period (as originally stipulated) Exceeding 2 years.....@ 5 percent of anticipated value of work

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 BHEL.

**2.7.10 POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserve the right to carry out a post-payment audit and technical examination of the work and final bill including all supporting vouchers, abstract etc., and to enforce recovery of any sums becoming due as a result thereof in the manner provided in the proceeding sub-paragraph's provided however that no such recovery shall be enforced after three years of passing the final bill

#### **2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.**

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

2.8.1 The contractor 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 and religious and other customs.

2.8.2 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Maternity act, Regulations etc. such as contract labour(R&A) Act 1970, Minimum wage Act 19748, Payment of wages Act 1936,ESI Act 1948, EPF Act 1952, Employees' compensation Act 1923, Provision of Companies Act 1948 & rules thereof, The interstate Migrant Workmen 1979, The Karnataka Factories Rules 1969, Payment of Bonus Act 1965, Payment of Gratuity Act 1972. Child labour Prohibition act 1986, Karnataka Minimum Wage Act , Prevention of sexual harassment at work place Act 2013, Guidelines hotification related to Safai Karamchari Act , Equal Remuneration Act 1976, The company's instructions as



*issued from time to time in regard to working hours, wages, leaves, holidays etc. for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.*

*The contractor shall produce the following registers and forms:*

- *Form XIII- Register of work men employed by contractor(Rule 75)*
- *Form XIV- Employment Card issued by contractor( Rule 76)*
- *Form XVI- Muster Roll ( Rule 78(1) (a)(i))*
- *Form XVII- Register of Wages ( Rule 78(1) (a)(i))*
- *Form XVIII- Register of wages cum Muster Roll( in case of weekly payment)*
- *Form XIX- Wage slip ( Rule 78(b))*
- *Form XX- Register of deduction for damages Or Loss Rule 78(1) (a)(ii))*
- *Form XXI- Register of files Rule 78(1) (a)(ii))*
- *Form XXII- Register of Advance Rule 78(1) (a)(ii))      Form XXIII- Register of Overtime Rule 78(1) (a)(iii))*
- *Form XXIV- Return to be sent by the contractor to the Licensing officer (Rule 82(1))*

*2.8.3 The contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act) as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer*

*2.8.4 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalties, commission or other charges which may be levied on account of his operations in executing the contract.*

*2.8.5 While BHEL would pay the inspection fees and Registration fees of Boiler & explosive Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.*

*2.8.6 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 contract.*

*2.8.7 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.*

*2.8.8 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.*



2.8.9 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 responsibility of the contractor to make good the losses or compensate for the same.

2.8.10 All the properties /equipment /components of BHEL /their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL /their Client.

2.8.11 The contractor shall use such properties for the purpose of execution of this contract. All such properties /equipment /components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 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 BHEL Engineer will be recovered from the contractor

2.8.12 Any delay in completion of works or non-achievement of periodical targets due to the reasons attributable to the contractor, the same may 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.

2.8.13 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

2.8.14 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 the safety of the equipment /material and works to be performed by him and shall maintain all light, fencing, guards, slings 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. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment /materials and construction tools and tackles shall be posted at site by the contractor till the completion of 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 standards and practices. Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL /Customer. The contractor has to assist in HSE audit by BHEL /Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan /activities as per instruction of BHEL /Customer. All tools, plant and equipment brought to the site shall become the property of BHEL and shall not be removed from the site without the prior written approval from BHEL. When the work is finally completed or the Contractor is determined for reasons other than the defaults of the contract, he shall forthwith remove from the site all tools, plants, equipment etc., (other than those as may have been provided by BHEL) and upon such removal, the same shall revert in, and become the property of the contractor.

2.8.15 The contractor will be directly responsible for payment of wages to his workmen on specified date of respective month declared as per applicable Labour Act. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose.

2.8.16 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 Engineer.

2.8.17 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.

2.8.18 The contractor shall take all reasonable care to protect the materials and work till such time the plant equipment has been taken over by BHEL or their Client whichever is earlier.

2.8.19 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems /disputes 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

2.8.20 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor. If the work is executed in Factory premises, no hutment will be allowed.

2.8.21 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/or as per the instructions of the Engineer.

2.8.22 The Contractor to note that some of BHEL's T&Ps MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage /loss till the same is handed over back to BHEL. In case the damage /loss is due to carelessness /negligence on the part of the contractor, the Contractor is liable to get them repair/replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.

2.8.23 The contractor shall provide all watchmen necessary, for the protection of the site, the work, the materials, the tools, plant, equipment and anything else lying on the site during the progress of the work. He shall solely be responsible for and shall take all reasonable and proper steps for protecting, securing, lighting and watching all places on or about the work and the site which may be dangerous to any person whom so ever.

2.8.24 **SITE DRAINAGE:** All water that may accumulate on the site during the process of the work, or in trenches and excavations shall be removed to the entire satisfaction of the Engineering-charge and at Contractors expense.

2.8.25 **INSPECTION OF THE WORK:** BHEL Officers concerned with the Contract shall have power at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required to given for such inspection and examination.

2.8.26 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract

- i. For any item of work required to be carried out after the contract has been awarded and which is not covered by Contractors Schedule but is covered by C.P.W.D. schedule of rates the rate payable for such a fresh item will be derived from updated C.P.W.D. schedule of rates by the method of proportion as follows:
- ii. Rate as per estimated updated C.P.W.D DSR and loading tender excess (plus or minus) on pro-rata basis for nearest analogous items. For other items rate as per estimated C.P.W.D DSR and loading tender excess (plus or minus) iii. If rates are not available in C.P.W.D. DSR, deviated item rates will be derived from market rate with 15% profit and overheads.

## **2.9 PROGRESS MONITORING, MONTHLY/ WEEKLY REVIEW AND PERFORMANCE EVALUATION**

2.9.1 A detailed plan/programme for completion of the contractual scope of work as per the time schedule given in the contract shall be jointly agreed between BHEL and Contractor, before commencement of work. The above programme shall be supported by month/ week wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/ Weekly/ Monthly) vis a vis this jointly agreed programme. The Contractor shall submit periodical progress reports (Daily/ Weekly/ Monthly) and other reports/information including manpower, consumables, T&P mobilization etc as desired by BHEL.

2.9.2 Monthly/ weekly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs fronts etc, and constraints if any, as per prescribed formats. Manpower, T&P and consumable reports as per prescribed formats shall



be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.

2.9.3 The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL

## **2.10 TIME OF COMPLETION**

2.10.1 Time is essence of the contract. The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BHEL Engineers

2.10.2 The entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11

## **2.11 EXTENSION OF TIME FOR COMPLETION**

2.11.1 If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.

2.11.2 Based on the monthly reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.

2.11.3 However if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.

2.11.4 A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources (with weightages) to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done every month of the 'Time extension' period in the same manner as is done for the regular contract period.

2.11.5 During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program



*2.11.6 At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.*

***2.12 OVERRUN COMPENSATION (THIS CLAUSE IS NOT APPLICABLE IN BHEL FACTORY & TOWNSHIP PREMISES)***

*2.12.1 Over Run Compensation (ORC) is payable by way of rate revisions for periods beyond original, contract period subject to the following terms and conditions.*

*2.12.2 Rates shall be increased by 10% for the first twelve months of one or more extensions beyond original contract period. For the next twelve months of further extensions if any, rates shall be increased as above by 10% over the previous twelve months, and similarly for each subsequent twelve months extension.*

*2.12.3 Should there be any 'Time extension' for reasons attributable only to the contractor, then the work shall be executed by the contractor at the rates applicable for the period the work was planned*

*2.12.4 Payment of ORC shall be regulated as follows:*

*i) Contractor is entitled to Over Run Compensation (ORC) only for the portion of backlog attributable to BHEL.*

*ii) 50% of the compensation is allocated for deployment of resources agreed as per the joint programme drawn vide 2.11.4. Payment shall however be based on the actual deployment of resources for the month as certified by BHEL, as per weightages assigned therein*

*iii) 50% of the compensation, is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. Payment shall be on pro rata basis for actual achieved quantities*

*iv) Total Over Run Compensation shall be limited to 10% of the executed contract value as certified in Final Bill. For this purpose, executed contract value excludes PVC, ORC, Supplementary/Additional Items and Extra Works done on Man-day rate basis*

*2.12.5 Contractor shall not be entitled for any Over Run Compensation (ORC) for the portion of backlog attributable to the contractor. Such works shall be executed at the rates applicable for the period the work was planned*

## **2.13 QUANTITY VARIATION**

**2.13.1** *The quoted rates shall remain firm irrespective of any variations in the individual quantities.*

## **2.14 EXTRA WORKS**

**2.14.1** *All rectifications /modifications, revamping, and reworks required for any reasons not attributable to the contractor, or needed due to any change in deviation from drawings and design of equipment, operation /maintenance requirements, mismatching, or due to damages in transit, storage and erection commissioning, and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.*

**2.14.2** *Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage /loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.*

**2.14.3** *All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.*

**2.14.4** *BHEL retains the right to award or not to award any of the major repair/ rework /modification /rectification /fabrication works to the contractor, at their discretion without assigning any reason for the same*

**2.14.5** *After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.*

**MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS:** *Single composite average labour manhour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework / repairs / rectification / modification / fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment , if found due will be as per applicable minimum wage act*

**2.14.6** *The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges /compensation etc will not be applicable due to extra works.*



**2.14.7 Extra Works for Civil Packages shall be regulated as follows**

*i) Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials /works (3) rectification /modification /dismantling & re-erecting etc due to no fault of Contractor, shall be in the order of the following:*

*a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.*

*b) As per applicable updated CPWD-DSR (or latest edition) with applicable escalation derived, Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed,*

*c) Item rates are to be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor, plus 15% towards Contractor's overheads and profit.*

*ii) PVC and ORC will not applicable be for (i) above.*

**2.15 SUPPLEMENTARY ITEMS**

**2.15.1 For NON Civil Works**

*Supplementary items are items /works required for completion of entire work but not specified in the scope of work. Subject to certification of such items /works as supplementary items by BHEL Engineer, rates shall be derived on the basis of any one of the following on mutual agreement:*

*i) Based on percentage breakup /rates indicated for similar /nearby items*

*ii) In case (i) above does not exist, then BHEL /site may derive the percentage breakup /rates to suit the type of work*

**2.15.2 For Civil Works**

*i) Rates for Supplementary Works /Additional Works arising out due to additions /alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:*

*a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities*

*b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.14*

ii) *Execution of Supplementary Works /Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.13*

iii) *BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor. iv) PVC and ORC will not be applicable for (i) above.*

## **2.16 STRIKES & LOCKOUT**

2.16.1 *The contractor will be fully responsible for all disputes and other issues connected with his labour /employee. In the event of the contractor's labour /employee resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of 15 days, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL along with Overhead charges of 35% shall be deducted from the Contractor's bills along with overhead of 35%*

2.16.2 *For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL*

## **2.17 FORCE MAJEURE**

*The following shall amount to Force Majeure:-*

2.17.1 *Acts of God, act of any Government, War, Sabotage, Riots, Strike, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earthquake and Epidemic and other similar causes over which the contractor has no control.*

2.17.2 *If the contractor suffers delay in the due execution of the contractual 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 obligations of the contractor shall be extended by a period of time equal to 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.*

## **2.18 ARBITRATION & RECONCILIATION**

2.18.1 *In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL /In charge.*

*The award of the Arbitrator shall be binding upon the parties to the dispute Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory*



*modifications or reenactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine*

**2.18.2 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 to by either party to the arbitration of one of the arbitrators in the department of public enterprises. 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.*

**2.18.3 The cost of arbitration shall be borne equally by the parties.**

**2.18.4 Work under the contract shall be continued during the arbitration proceedings**

## **2.19 PAYMENTS**

*Payments to Contractors are made in any one of the following forms*

**2.19.1 Running Account Bills (RA Bills)**

*i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).*

*ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents along with relevant statutory documents applicable for the work.*

*iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract*

*iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to re do the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for*



*the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.*

*v) In order to facilitate part payment, BHEL Site Engineer at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work*

#### **2.19.2 Final Bill**

*Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following.*

*i) 'No Claim Certificate' by contractor*

*ii) Clearance certificates where ever applicable viz Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department, etc*

*iii) Indemnity bond as per prescribed format BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL*

#### **2.20 PERFORMANCE GUARANTEE FOR WORKMANSHIP**

*2.20.1 Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of as mentioned in the contract/NIT from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from the balance security deposit.*

*2.20.2 BHEL shall release the balance security deposit subject to the following*

*i) Contractor has submitted 'Final Bill'*

*ii) Guarantee period as per contract has expired*

*iii) Contractor has furnished 'No Claim Certificate' in specified format*

*iv) BHEL Site Engineer/Construction Manager has furnished the 'No Demand Certificate' in specified format*



v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Guarantee money refundable.

#### **2.21 CLOSING OF CONTRACTS**

The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a completion certificate as per standard format, based on specific request of Contractor.

#### **2.22 REVERSE AUCTION/PRICE BID OPENING:**

- BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid.
- Bids with non-acceptance of reverse auction will be liable for rejection.
- Opening of Price Bid at discretion of BHEL.
- BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

#### **2.23 SUSPENSION OF BUSINESS DEALINGS**

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

#### **2.24 OTHER ISSUES**

**2.24.1** Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 200/- unless otherwise required under relevant statutes.

**2.24.2** In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

**2.24.3** Unless otherwise specified in NIT, offers from consortium /JVs shall not be considered.

**2.24.4** BHEL may not insist for signing of Contract Agreements in respect of low value and short time period contracts

# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
Dated: 08.03.2021

## 1.0 Scope

This document describes the guidelines to be followed by BHEL for conducting Reverse Auction (RA) for procurement of material/ works/ services. The RA shall follow the philosophy of English Reverse (No ties).

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

## 3.0 Upfront declaration in NIT

Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following **clause**:

*"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno-commercially qualified bidders."*

*Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."*

## 6.0 Business rules for RA

Model Annexure-I is attached.

## 7.0 Role of Service Provider

- Acknowledge the receipt of mandate from BHEL.
- Contact the bidders, provide business rules and train them, as required.
- Get the process compliance form signed by all the participating bidders before RA event.

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- Conduct the event as per the contract and business rules.
- Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.
- To obtain price breakup from successful bidder and submit the same to BHEL.

## 10.0 Reverse Auction Process

10.1 Reverse Auction will be conducted if two or more bidders are technocommercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying technocommercially.

In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

10.2 During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed envelope price bid.

10.3 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

## 11.0 Processing of case after RA

11.2 In case of splitting requirement, bidders who were removed from participation in RA may also be considered for counter offer if the pre-stated (NIT) numbers of suppliers do not accept the counter offer.

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### 13.0 Others

- 13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
- 13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.
- 13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.

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## Business Rules for Reverse Auction

## Annexure – I

This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of **{item name}** through Reverse Auction mode. BHEL has made arrangement with M/s. **{Service provider}**, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. **{...}** dated **{...}**, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

### **1. Procedure of Reverse Auctioning**

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

### **2. Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on **{date}: ;{start time}: ;{Close Time: }**.

### **3. Auction extension time:** If a bidder places a bid in the last **{...}** minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **{...}** minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last **{...}** minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last **{...}**

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minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document, including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in Indian Rupees per Unit of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids

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made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

12. **Proxy bids:** Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer.

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During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory

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signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).

17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
  - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
  - b. Bid Placed by the bidder
  - c. Start Price
  - d. Decrement value
  - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen

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contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

**24.** Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)), shall be initiated by BHEL.

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