# 2023

# BHARAT HEAVY ELECTRICALS LIMITED
# SOLAR BUSINESS DIVISION, BENGALURU
# TENDER DOCUMENT

**Name: A K Jaiswal**

**Designation: Dy. Manager/WCC**

**BHEL- SBD, Bengaluru**

# NOTICE INVITING TENDER

1. BHEL/ SBD (A Govt. of India Enterprise) invites Tender for engaging a Contractor for **"Restoration works of MMS superstructure at GACL 15MW SPV Project, Charanka, Gujarat - against the damages due to Biparjoy cyclone.".**
2. The enquiry 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 vendors 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 reference No: 1209

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

**(i) Commercial:**

Mr. AK Jaiswal, Dy. Manager / Works Contract Cell,
CBU 2ND Floor, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012
E-MAIL: ajaiswal@bhel.in
Ph. No. +91-080-2218-2246 Or
Mr. TG Pragadeesh, Sr. Manager / Works Contract Cell,
CBU 2ND Floor, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012
E-MAIL: pragadeeshtg@bhel.in
Ph. No. +91-080-2218-2232

**(ii) Technical:**

Mr. Prakash M, Manager/PV-O&M
BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012
E-MAIL: prakashm@bhel.in
Ph. No. +91-080-22182332

# TENDER DOCUMENT
## PART – A
## VOLUME - I


| | |
|---|---|
| 1. | GENERAL INFORMATION |
| 2. | SCOPE OF WORK |
| 3. | PRE- QUALIFICATION CRITERIA |
| 4. | OTHERS ELIGIBILITY CRITERIA |
| 5. | PRICE VARIATION CLAUSE |
| 6. | PAYMENT TERMS |
| 7. | ANNEXURES |

| | | |
|---|---|---|
| 1. | **General Information** | |
| 1.1. | Tender Reference Number: | **1209** |
| 1.2. | Tender Name: | **Restoration works of MMS superstructure at GACL 15MW SPV Project, Charanka, Gujarat - against the damages due to Biparjoy cyclone.** |
| 1.3. | Tender System | Single Stage, Two Part Bid<br>Part – A: Techno-Commercial & PQR<br>Part – B: Price Bid |
| 1.4. | Tender Type | Works Contract |
| 1.5. | Estimated Value of Contract | **Rs. 21,07,050 /- (Plus applicable GST extra)** |
| 1.6. | Duration of Contract | **6 weeks** |
| 1.7. | Qualifying Requirement | As per NIT Terms & Conditions |
| 1.8. | Earnest Money Deposit to accompany Tender | **Not applicable** |
| 1.9. | Security Deposit | **10 % of the contract value** |
| 1.10. | Cost of Tender documents | NIL |
| 1.11. | Issue of tender documents | As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in |
| 1.12. | Pre- BID Meeting | As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in |
| 1.13. | Last date for Issue of tender documents | As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in |
| 1.14. | Last date for submission of tender doc | As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in |
| 1.15. | Date and time of opening of Tender (Part-A) | As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in |
| 1.16. | Tender Submission Place | Online at https://eprocurebhel.co.in |
| 1.17. | Tender Opening Place | Online at https://eprocurebhel.co.in |
| 1.18. | Dealing Officer (For any Clarifications) | Ajeet Kumar Jaiswal,<br>Dy. Manager – Works Contract Cell<br>Contact No.: 080-2218-2246<br>Email: ajaiswal@bhel.in |
| 1.19. | Reverse Auction | BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction – 2021 as available on 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. |
| 1.20. | Bid participation note | BHEL Banned/debarred contractors/ vendors (or) Contractors/Vendors who had been issued show cause notice/Risk and Cost notice/ action due to non-performance has been initiated by BHEL are NOT allowed/ not eligible for participating in this NIT. However even submitted will be rejected without any prior notice. The tender envelope submitted by such a firms/ bidder will not be considered for evaluation and no communication in this regard will be entertained. |
| 2. | **SCOPE OF WORK** | |
| 2.1. | **Restoration works of MMS superstructure at GACL 15MW SPV Project, Charanka, Gujarat - against the damages due to Biparjoy cyclone.**<br>**Details Scope of work as per Annexure -I, TECHNICAL-PS-462-1390 and Drawings, tables.** | |
| 3. | **PRE- QUALIFICATION CRITERIA** | |
| 3.1. | 1. The bidder should have Experience of having successfully completed **similar work** during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:<br>a) Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost. (i.e. Rs. 8,42,820 plus GST)<br>OR<br>b) Two similar completed works, each costing not less than the amount equal to 50% of the estimated cost. (i.e. Rs. 10,53,525 plus GST). | |

| | |
|---|---|
| | OR<br>c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.(i.e. Rs. 16,85,640 plus GST).<br><br>**Notes**:<br>**"**Bidder to submit the following documents as proof of completion or execution of **similar work:**<br>i) The term "Similar works" defined as contract which includes **"MMS Erection works / Solar PV module erection wroks/ Operation and Maintenance / Installation & Commissioning of Solar power systems at Power Plants / Sub Stations in India".**<br>ii) Overall contract value will be considered for each similar work irrespective of the MMS Erection works / Solar PV module erection works/Operation and Maintenance / Installation & Commissioning of Solar Power systems at power Plants / Sub Stations in India.<br>iii) Proof for Past Experience and Project Experience: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:<br>a) Contract/Work order/PO copy along with end customer certified Invoice(s) with self-certification by the bidder that works against the invoices have been executed.<br>b) Bidders claim for qualification shall be supported by work completion/execution certificate/Experience certificate with contract/executed value issued by employers or end-customer/end-user. Only works executed under direct contract shall be considered. Works executed under sub-contracts shall NOT be considered, unless there is certification from end-customer/end user. Work completion/execution/experience certificate must clearly mention date of issue, start and end date of work, value of work completed/executed.<br>iv) The term 'executed' means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed. |
| 3.2. | Average Annual Financial turnover during the last 3 years ending 31st March of the previous financial year, should be at least Rs. **6,32,115/- excl. of GST**.<br>Audited Balance sheet and profit & Loss account OR Turn over Certificate from Chartered Accounted to be enclosed for the FY 20-21, 21-22 and 22-23.<br>**Note: If Audited Balance sheet and profit& Loss account OR Turn over Certificate from Chartered Accounted is not available for FY 2022-23, then same for FY-2019-20 to be submitted for TO calculation for last 3 years.** |
| 4. | **OTHERS ELIGIBILITY CRITERIA** |
| 4.1. | 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. |
| 4.2. | A copy of GST to be submitted. |
| 4.3. | Bidder to submit declaration for obtaining the essential license under Contract Labor (Regulation & Abolition) Act 1970 after award of work. Form-5 will be issued to successful bidder by BHEL for applying the license. Successful bidder has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract. |
| 4.4. | Bidder should have independent ESI Employer code under ESI Act 1948. Photocopy of letter from ESI Corp. to establish that bidder is independently registered as an employer under ESI to be produced. |
| 4.5. | Bidder should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952. Photocopy of letter from PF Commissioner's Office to establish that bidder is independently registered as an employer PF to be produced. |
| 4.6. | 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. |
| 4.7. | 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. |
| 4.8. | 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. |
| 4.9. | 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. |
| 5. | **PRICE VARIATION CLAUSE: Not Applicable** |
| 6. | **PAYMENT TERMS** |
| 6.1. | i) No advance payment is applicable for this tender. |

| | |
|---|---|
| | ii) Payment will be done as per GCC payments clause mentioned in clause 2.6 & 2.19. Payment will be done for the certified quantity from site In-charge after completion of work. Bills will be prepared after taking joint measurement as per actual work done at site.<br>iii) Payment will be made within specified days as mentioned below after the receipt of the correct invoice and all required supporting documents.<br>iv) Payment time line shall be 45 days for Micro &Small Enterprises (MSEs),60 Days for Medium Enterprises and 90 days for Non-MSME bidders from date of certification of invoice/bill. |
| 6.2. | GST will be reimbursed to the contractor after the contractor pays GST, files return and submits a proof of the same to BHEL. GST TDS will be done @ 2%. Income Tax TDS will be done as applicable. |
| 7. | **Annexures** |
| 7.1 | Detailed Scope of Work – Annexure I |
| 7.2 | TECHNO-COMMERCIAL BID APPLICATION- ANNEXURE – II |
| 7.3 | Bidder Information – Annexure III |
| 7.4 | CHECKLIST OF ENCLOSURES – Annexure IV |
| 7.5 | Declaration by Bidder-I – Annexure V |
| 7.6 | Declaration by Bidder-II – Annexure VI |
| 7.7 | Unpriced BID- Annexure VII |
| 7.8 | PPP-MII Format- Annexure VIII |
| 7.9 | Deviations Sheet- Annexure IX |
| 7.10 | Border Sharing format |
| 7.11 | Conflict of Interest among Bidders/ Agents |

## 7.1ANNEXURE – I: SCOPE OF WORK

**Name of work: Restoration works of MMS superstructure at GACL 15MW SPV Project, Charanka, Gujarat - against the damages due to Biparjoy cyclone**

| Restoration works of Module Mounting Structures (MMS) Superstructure at GACL 15 MW Solar Power Plant, Charanka, Gujarat | | | |
|---|---|---|---|
| **Sl.No.** | **Description** | **Qty in Tables (A)** | **Unit** |
| 1 | Disassembling both damaged and intact PV modules due to Biparjoy cyclone and arranging them in storage by segregating damaged and intact PV modules at the designated location within the plant premises as directed by the BHEL site in charge. During the dismantling process, utmost care must be taken to handle PV modules carefully, ensuring the prevention of any damage to PV modules in good condition, which includes transporting them to the storage location. | 285 | Activity Unit |
| 2 | Disassembling both damaged and intact MMS superstructure due to Biparjoy cyclone and arranging them in storage by segregating damaged and intact MMS superstructure at the designated location within the plant premises as directed by the BHEL site in charge. During the dismantling process, utmost care must be taken to handle the structure carefully, ensuring the prevention of any damage to the structure, which includes transporting them to the storage location. | 285 | Activity Unit |
| 3 | The vendor has to segregate the dismantled parts and do required retrofitting of these MMS parts to required segments of the MMS structure along with replacement carried out with newly supplied MMS parts. | 321 | Activity Unit |
| 4 | Disassembling both damaged and intact MMS Bracing due to Biparjoy cyclone and arranging them in storage by segregating damaged and intact MMS bracing at the designated location within the plant premises as directed by the BHEL site in charge. During the dismantling process, utmost care must be taken to handle the bracing carefully, ensuring the prevention of any damage to the bracing. which includes transporting them to the storage location. | 285 | Activity Unit |
| 5 | Erection of MMS SuperStructure material using required fasteners as per BHEL GA-Drawing. Assembly to mentioned inclinated angle ,tightening of accessories using tools at mentioned torque including collecting structure material from store, shifting to work location, unpacking, disposal of unwanted packing material at identified location as per instruction of Engineer in charge complete all. (SUPPLY OF MMS SUPERSTRUCTURE MATERIAL IN BHEL SCOPE)(Fasteners is in the scope of vendor as per Annexure-B enclosed). | 321 | Activity Unit |
| 6 | Erection of PV modules, placing, tightening using tools at desired/designed torque...(size approximately 1966 x 986 x 35 mm, Approx. Weight: 25 kg). including Erection bolts & nuts as per BHEL issued drawing and collecting provided PV modules from BHEL STORE packing, unpacking, shifting to work location, storing of PV modules packing material at identified location and handing over to BHEL as per instruction of Engineer In-charge, lead with in the premises of the plant boundary (BHEL WILL SUPPLY PV MODULES) )(Fasteners is in the scope of vendor as per Annexure-B enclosed).all complete. | 285 | Activity Unit |
| 7 | Re-routing and connecting of dc cables (existing cables) from PV modules to SMBs. Supply of MC4 connectors, other tools & tackles required for this activity is in the scope of vendor. | 285 | Activity Unit |

**Note**:

1. Please refer BOQ under ANNEXURE VII Unpriced BID.
2. TECHNICAL specifications and drawing enclosed with this NIT documents are part of above tabled scope of work.
3. Bidders strictly to comply and quote keeping in view of all statutory documents as per requirement of BHEL/ GACL.
4. Supply of MMS superstructure material in scope of BHEL.
5. Supply of PV modules in scope of BHEL.
6. All other required manpower, materials, tools & tackles required for restoration works in the scope of vendor.
7. Vendor to supply SS fasteners. Dia length and quantity of fasteners as per Annexure-B enclosed in technical specification.
8. Detailed report to be submitted with table no & row no.
9. Photos & videos : before and after for all activity to be maintained with date& time stamp and to be submitted with table no & row no.
10. Daily status to be furnished in excel sheet
11. Scrap shall not be disposed off and it is in the scope of BHEL/GACL.

**7.2 ANNEXURE – II TECHNO-COMMERCIAL BID APPLICATION**

To,

Dy. Manager / WCC
Bharat Heavy Electricals Limited
Solar Business Division,
IISc Post, Malleswaram,
Bengaluru – 560 012

Dear Sir,

I / We hereby offer to carry out the work **"Restoration works of MMS superstructure at GACL 15MW SPV Project, Charanka, Gujarat- against the damages due to Biparjoy cyclone".**

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 Volume I
2. Technical specification, FQP, drawing – Part A Volume I
3. Notice Inviting Tender – Part A Volume II
4. 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:

**7.3 ANNEXURE – III: BIDDER INFORMATION**

| S. No. | DETAILS REQUIRED | Requirement fulfilled (Yes / No / NA/ Value) |
|---|---|---|
| 1 | Name of the Company | |
| 2 | Name of Authorized Signatory | |
| 3 | Name of Contact person for this tender | |
| 4 | Email-id of contact person | |
| 5 | Contact number | |
| 6 | Bank Account Details (Name of Bank, Branch and Account Number).<br>Cancelled Cheque to be enclosed | |
| 7 | Details of Relatives employed in BHEL, Name Designation and Unit - Clause 4.8 | |
| | Relative 1 | |
| | Relative 2 | |
| | Relative 3 | |

**7.4 ANNEXURE – IV: CHECKLIST OF ENCLOSURES**

| S. No. | DETAILS REQUIRED | Requirement fulfilled (Yes / No / NA/ Value) | Whether proof / document enclosed (YES / NO) |
|---|---|---|---|
| 1 | Documentary Evidence as per Clause 3.1 | | |
| 2 | Declaration as per cl. 4.3 | | |
| 3 | GSTIN certificate should be submitted (under Cl. 4.2) | | |
| 4 | Average turnover of last 3 years - Clause 3.2 | | |
| 5 | PAN No. - Clause 4.1 | | |
| 6 | ESI -Clause 4.4 | | |
| 7 | PF- Clause 4.5 | | |
| 8 | Non-Disclosure Agreement | | |
| 9 | EMD Details (DD No., Amount, Date & Bank) | Not applicable | |
| 10 | PPP-MII Format to be enclosed - Annexure VIII | | |
| 11 | Boarder sharing (**Applicable Annexure-D (i) or D(ii) to be submitted in letter head)** | | |

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

| S. No. | DETAILS REQUIRED | Requirement fulfilled (Yes / No / NA/ Value) |
|---|---|---|
| 1 | I have carefully read the Tender Terms and Conditions and I submit my agreement for the same. | |
| 2 | I have completely understood the scope of work and submit my agreement to carry out the work as per mentioned in Tender document. | |
| 3 | I have quoted rates for the total scope of work mentioned in the tender document | |
| 5 | I have understood and accepted the payment terms of BHEL as per Cl.6 | |
| 6 | I am responsible for the safety of workmen deployed and agree to fulfil the requirements as per tender terms | |
| 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 | |

## 7.6 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 :

## 7.7 ANNEXURE VII Unpriced BID

Validate Print Help

**Percentage BoQ**

**Tender Inviting Authority: Sr. Manager**

**Name of Work: Restoration works of MMS superstructure at GACL 15MW SPV Project, Charanka, Gujarat - against the damages due to Biparjoy cyclone**

**Contract No: 422285**

| | |
|---|---|
| **Name of the Bidder/ Bidding Firm / Company :** | |

**PRICE SCHEDULE**

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )**

**Note:**
**1. CONTRACTOR SHOULD QUOTE PERCENTAGE (%) ABOVE/BELOW (OR) AT PAR WITH RESPECT TO TOTAL AMOUNT.**
**2. QUOTED PERCENTAGE (%) IS APPLICABLE ON ALL ITEM RATES UNIFORMLY.**
**3. GST Extra applicable (on Total Quoted Price/Rate).**
**Importent Note:**
**a. Supply of MMS superstructure material in scope of BHEL**
**b. Supply of PV modules in scope of BHEL.**
**c. All other required manpower, materials, tools & tackles required for restoration works in the scope of vendor.**
**d. Vendor to supply SS fasteners. Dia length and quantity of fasteners as per Annexure-B enclosed.**
**e. Detailed report to be submitted with table no & row no.**
**f. Photos & videos : before and after for all activity to be maintained with date& time stamp and to be submitted with table no & row no.**
**g. Daily status to be furnished in excel sheet**
**h.Scrap shall not be disposed off and it is in the scope of BHEL/GACL.**
**i. The above activities are indicative.**

| NUMBER # | TEXT # | NUMBER # | TEXT # | NUMBER | NUMBER # | TEXT # |
|---|---|---|---|---|---|---|
| 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 | **Restoration works of MMS superstructure at GACL 15MW SPV Project, Charanka, Gujarat - against the damages due to Biparjoy cyclone** | | | | | |
| 1.01 | Disassembling both damaged and intact PV modules due to Biparjoy cyclone and arranging them in storage by segregating damaged and intact PV modules at the designated location within the plant premises as directed by the BHEL site in charge. During the dismantling process, utmost care must be taken to handle PV modules carefully, ensuring the prevention of any damage to PV modules in good condition, which includes transporting them to the storage location. | 285 | Activity Unit | 950.00 | **270750.00** | INR Two Lakh Seventy Thousand Seven Hundred & Fifty Only |
| 1.02 | Disassembling both damaged and intact MMS superstructure due to Biparjoy cyclone and arranging them in storage by segregating damaged and intact MMS superstructure at the designated location within the plant premises as directed by the BHEL site in charge. During the dismantling process, utmost care must be taken to handle the structure carefully, ensuring the prevention of any damage to the structure, which includes transporting them to the storage location. | 285 | Activity Unit | 850.00 | **242250.00** | INR Two Lakh Forty Two Thousand Two Hundred & Fifty Only |
| 1.03 | The vendor has to segregate the dismantled parts and do required retrofitting of these MMS parts to required segments of the MMS structure along with replacement carried out with newly supplied MMS parts. | 321 | Activity Unit | 1190.00 | **381990.00** | INR Three Lakh Eighty One Thousand Nine Hundred & Ninety Only |
| 1.04 | Disassembling both damaged and intact MMS Bracing due to Biparjoy cyclone and arranging them in storage by segregating damaged and intact MMS bracing at the designated location within the plant premises as directed by the BHEL site in charge. During the dismantling process, utmost care must be taken to handle the bracing carefully, ensuring the prevention of any damage to the bracing. which includes transporting them to the storage location. | 285 | Activity Unit | 970.00 | **276450.00** | INR Two Lakh Seventy Six Thousand Four Hundred & Fifty Only |
| 1.05 | Erection of MMS SuperStructure material using required fasteners as per BHEL GA-Drawing. Assembly to mentioned inclinated angle ,tightening of accessories using tools at mentioned torque including collecting structure material from store, shifting to work location, unpacking, disposal of unwanted packing material at identified location as per instruction of Engineer in charge complete all. (SUPPLY OF MMS SUPERSTRUCTURE MATERIAL IN BHEL SCOPE)(Fasteners is in the scope of vendor as per Annexure-B enclosed). | 321 | Activity Unit | 1210.00 | **388410.00** | INR Three Lakh Eighty Eight Thousand Four Hundred & Ten Only |
| 1.06 | Erection of PV modules, placing, tightening using tools at desired/designed torque...(size approximately 1966 x 986 x 35 mm, Approx. Weight: 25 kg). including Erection bolts & nuts as per BHEL issued drawing and collecting provided PV modules from BHEL STORE packing, unpacking, shifting to work location, storing of PV modules packing material at identified location and handing over to BHEL as per instruction of Engineer In-charge, lead with in the premises of the plant boundary (BHEL WILL SUPPLY PV MODULES) )(Fasteners is in the scope of vendor as per Annexure-B enclosed).all complete. | 285 | Activity Unit | 975.00 | **277875.00** | INR Two Lakh Seventy Seven Thousand Eight Hundred & Seventy Five Only |
| 1.07 | Re-routing and connecting of dc cables (existing cables) from PV modules to SMBs. Supply of MC4 connectors, other tools & tackles required for this activity is in the scope of vendor. | 285 | Activity Unit | 945.00 | **269325.00** | INR Two Lakh Sixty Nine Thousand Three Hundred & Twenty Five Only |
| **Total in Figures** | | | | | **2107050** | INR Twenty One Lakh Seven Thousand &Fifty Only |
| **Quoted Rate in Figures** | | | **Select** | | **0.00** | INR Zero Only |
| **Quoted Rate in Words** | | **INR Zero Only** | | | | |

**7.8 ANNEXURE- VIII, PPP-MII Format**

FORMAT 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 : **Restoration works of MMS superstructure at GACL 15MW SPV Project, Charanka, Gujarat - against the damages due to Biparjoy cyclone**
Enquiry No. : **1209**
Project: **GACL 15MW SPV Project, Charanka, Gujarat**
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 **Restoration works of MMS superstructure** (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:

_____
_____
___
_____
___
_____
___

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, Date:
Authorized Signatory
(With Company Seal & Signature)
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.

**7.9 ANNEXURE -IX: DEVIATION SHEET**

| Sl No. | Volume | Part/Clause Sl no. | NIT requirement | Bidder's Deviation |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Total No. of deviations proposed by the Bidder- _____ nos.**

**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 as per format 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.

**Annexure-D (i)**

**(Compliance to be submitted in the bidder's letter head)**
**(as applicable)**

**Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017**

| | |
|---|---|
| **Item Name :** | **Restoration works of MMS superstructure at GACL 15MW SPV Project, Charanka, Gujarat - against the damages due to Biparjoy cyclone** |
| **Enquiry No. :** | **1209** |
| **Project :** | **GACL 15MW SPV Project, Charanka, Gujarat** |

We M/s._____ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We hereby certify that **we are not from such a country** and eligible to be considered for this tender.

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

---

**Annexure-D (ii)**

**(Compliance to be submitted in the bidder's letter head)**
**(as applicable)**

***Sub:*** **Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017**

| | |
|---|---|
| **Item Name :** | **Restoration works of MMS superstructure at GACL 15MW SPV Project, Charanka, Gujarat - against the damages due to Biparjoy cyclone** |
| **Enquiry No. :** | **1209** |
| **Project :** | **GACL 15MW SPV Project, Charanka, Gujarat** |

We M/s._____ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

**We are from such a country** which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. **Evidence of valid registration by the Competent Authority is attached.**
(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of _____ (Name of the bidder)
(Signature, date & seal of authorized representative of the bidder)

## Conflict of Interest among Bidders/ Agents

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified**. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner (s) in common; **or**

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**

c) they have the same legal representative/agent for purposes of this bid; **or**

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/foreign agent on behalf of only one principal;

**or**

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."

Signature with company seal -

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

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# Technical specification for restoration works of Module Mounting Structures (MMS) Superstructure at GACL 15 MW Solar Power Plant, Charanka, Gujarat

| Revision details : | Prepared | Approved | Date: |
|---|---|---|---|
| Rev.00 | MP M.Rakesh | MS | 20-01-2024 |

ಶ್ರೀನಾಥ್, ಅ.ಪ್ರ.ವ್ಯ./ಪಿಸಿಸಿಜಿ, ಓ&ಎಮ್
एम. श्रीनाथ, अपर महाप्रबंधक / पीसीसीजी, ओ&एम
M. SREENATH, AGM / PCCG, O&M
BHEL-SBD, Bengaluru - 560 012

## 1.0 Introduction

### 1.1 Overall project outline of 15 MW (AC) solar photovoltaic power plant

BHEL had executed 15 MW Solar PV power plant project for M/s.Gujarat Alkalies and Chemicals Limited at Charanka, Gujarat. The plant is under Operation & Maintenance for 10 years from Dt. 12.11.2018.

Solar PV modules employed at the plant generates DC electricity that in turn shall be inverted to AC in the range 300-400V. Output of each solar block (5.7 MWp) with independent inverter room/ transformer yards shall be stepped up to 33kV. Combined AC output is stepped up to 66kV using a 16MVA power transformer. At this outgoer level, there is outdoor switchyard together with necessary gantries/ towers/ beams/Cables to facilitate 66kV transmission.

Power generated at the above SPV plant shall be transported to CTU/STU substation using 66Kv underground cables. Distance between SPV plant and substation is 400m approximately. At substation, an outdoor switchyard bay exclusive for this plant shall be constructed with necessary gantries/ towers/beams to facilitate 66kV transmission.

The plant is envisaged to have several other infrastructural support systems such as module cleaning system for SPV modules, plant illumination system, fire alarm system, boundary fencing, approach roads, pathways, drainage system etc.

### 1.2 Scope of this tender specification

Cyclone biparjoy hit the charanka solar park on Jun'2023. During cyclone, MMS superstructures and PV modules got damaged at GACL 15 MW.

Vendor scope includes dismantling, erection and restoration of MMS/tables and certain identified activities of related to restoration of MMS/tables. (as mentioned in clause 2.0)

This scope includes activities but not limited to obtaining approval from BHEL/GACL for the datasheets/ drawings/ MQP, packing, supply, transportation, transit insurance, delivery to site, unloading, storage, installation and commissioning of certain AC / DC side activities related to restoration and recommissioning of identified MMS under this specification.

**Note: Scrap shall not be disposed off and it is in the scope of BHEL/GACL.**

### 1.3 Location/ address of power plant:

GACL 15 MW SOLAR POWER PLANT, BHEL SITE OFFICE,
CHARANKA SOLAR PARK,
SANTALPUR (Post),
Patan (Dist.)
GUJARAT-385 350.

## 2.0 Vendor scope of supply, Installation and Commissioning

The table below indicates the scope of work for the vendor, as briefly outlined. Vendor shall submit the offer as per this list and quantity.

| Scope of work | | | |
|---|---|---|---|
| **Sl.No.** | **Description** | **Qty in Tables** | **Unit** |
| 1 | Disassembling both damaged and intact PV modules due to Biparjoy cyclone and arranging them in storage by segregating damaged and intact PV modules at the designated location within the plant premises as directed by the BHEL site in charge. During the dismantling process, utmost care must be taken to handle PV modules carefully, ensuring the prevention of any damage to PV modules in good condition, which includes transporting them to the storage location. | 285 | Activity Unit |
| 2 | Disassembling both damaged and intact MMS superstructure due to Biparjoy cyclone and arranging them in storage by segregating damaged and intact MMS superstructure at the designated location within the plant premises as directed by the BHEL site in charge. During the dismantling process, utmost care must be taken to handle the structure carefully, ensuring the prevention of any damage to the structure, which includes transporting them to the storage location.<br>The vendor has to segregate the dismantled parts and do required retrofitting of these MMS parts to required segments of the MMS structure along with replacement carried out with newly supplied MMS parts. | 285 | Activity Unit |
| 3 | Disassembling both damaged and intact MMS Bracing due to Biparjoy cyclone and arranging them in storage by segregating damaged and intact MMS bracing at the designated location within the plant premises as directed by the BHEL site in charge. During the dismantling process, utmost care must be taken to handle the bracing carefully, ensuring the prevention of any damage to the bracing. which includes transporting them to the storage location. | 321 | Activity Unit |
| 4 | Erection of MMS SuperStructure material using required fasteners as per BHEL GA-Drawing. Assembly to mentioned inclinated angle ,tightening of accessories using tools at mentioned torque including collecting structure material from store, shifting to work location, unpacking, disposal of unwanted packing material at identified location as per instruction of Engineer in charge complete all. (SUPPLY OF MMS SUPERSTRUCTURE MATERIAL IN BHEL SCOPE)(Fasteners is in the scope of vendor as per Annexure-B enclosed). | 285 | Activity Unit |
| 5 | Erection of MMS Bracing material using required fasteners as per BHEL GA-Drawing. Assembly to mentioned inclinated angle ,tightening of accessories using tools at mentioned torque including collecting MMS Bracing material from store, shifting to work location, unpacking, disposal of unwanted packing material at identified location as per instruction of Engineer in charge complete all. (SUPPLY OF STRUCTURE MATERIAL IN BHEL SCOPE)(Fasteners is in the scope of vendor as per Annexure-B enclosed). | 321 | Activity Unit |
| 6 | Erection of PV modules, placing, tightening using tools at desired/designed torque...(size approximately 1966 x 986 x 35 mm, Approx. Weight: 25 kg). including Erection bolts & nuts as per BHEL issued drawing and collecting | 285 | Activity Unit |

| | | | |
|---|---|---|---|
| | provided PV modules from BHEL STORE packing, unpacking, shifting to work location, storing of PV modules packing material at identified location and handing over to BHEL as per instruction of Engineer In-charge, lead with in the premises of the plant boundary (BHEL WILL SUPPLY PV MODULES) )(Fasteners is in the scope of vendor as per Annexure-B enclosed).all complete. | | |
| 7 | Re-routing and connecting of dc cables (existing cables) from PV modules to SMBs. Supply of MC4 connectors, other tools & tackles required for this activity is in the scope of vendor. | 285 | Activity Unit |

**Note:**

a. Supply of MMS superstructure material in scope of BHEL

b. Supply of PV modules in scope of BHEL.

c. All other required manpower, materials, tools & tackles required for restoration works in the scope of vendor.

d. Vendor to supply SS fasteners. Dia length and quantity of fasteners as per Annexure-B enclosed.

e. Detailed report to be submitted with table no & row no.

f. Photos & videos : before and after for all activity to be maintained with date& time stamp and to be submitted with table no & row no.

g. Daily status to be furnished in excel sheet

h.Scrap shall not be disposed off and it is in the scope of BHEL/GACL.

i. The above activities are indicative.

## 2.1 Work duration:

**Work duration:** within 6 weeks from zero date of contract as per instruction of BHEL site Engineer. The defect liability period is SIX months from the date of completion of work.

## 2.2 Enclosures to this tender specification

| GACL 15 MW CHARANKA GTP/DRAWING/TECH SPEC | |
|---|---|
| **Sl.No.** | **Description** |
| Annexure-A | BILL OF MATERIALS FOR NEWLY SUPPLIED MMS SUPERSTRUCTURE |
| Annexure-B | SS FASTENERS DETAILS |
| Annexure-C | DETAILS & LOCATION OF DAMAGED MMS |
| Annexure-D | GA & FABRICATION DRAWINGS |

## 3.0 General conditions applicable during supply, installation and commissioning

| | |
|---|---|
| **3.1** | Vendor shall organize power supply on their own. Accordingly, DG sets of suitable capacity shall be deployed by the vendor for construction works. |
| **3.2** | Similarly, water required for construction works shall be organized by vendor (tankers etc.). |

| | |
|---|---|
| **3.3** | All machinery such as cranes, hydra, JCBs, forklifts, transport trucks, trolleys etc. necessary for movement and installation of materials / panels / equipment etc. shall be organized by the vendor. |
| **3.4** | All necessary tools and tackles such as cable crimping tool (for mc4 connectors) screw driver set, power screw drivers, cutting pliers, nose pliers, spanner sets, adjustable spanners, torque wrenches, hack saw blades, pipe wrenches, flat / round files, drilling machines, hammer etc. shall be organized by the vendor. UV resistant cable ties shall be used for tying the cables along MMS. |
| **3.5** | Vendor shall make their own arrangements for necessary food, drinking water and accommodation for their labour and employees posted at the site. Similarly, food and drinking water required at the site, during the construction operations, shall also be in scope of vendor. |
| **3.6** | Vendor shall organize all necessary steps to meet statutory requirements such as labour license, PF, ESI etc. and also ensure compliance with relevant acts such as minimum wages act, income tax act, employee insurance act etc. for their labour deployed at site. |
| **3.7** | Vendor shall maintain updated labour register, with name, age, qualification, salary, attendance details etc. at the site. |
| **3.8** | Vendor shall use danger boards, wherever required, to ensure safety of the persons during the work at site. |
| **3.9** | Vendor shall adhere to all necessary safety norms such as use of helmet, goggles, hand gloves, gumboots, aprons etc. It is the ultimate responsibility of the vendor in all respect to prevent accidents at the site and safeguard their labour from accidents. |
| **3.10** | Vendor shall, at the completion of every work, clear off the debris, which resulted out of the work. In case of excavation work such as cable trench etc., vendor shall finish the land neatly with necessary levelling, rolling etc. |
| **3.11** | Vendor shall carry out the work without causing inconvenience to other contract groups at the site. In case of conflicts with other groups, vendor shall ensure that the matter is resolved at once amicably so that the progress of work is not affected. |
| **3.12** | Any damages on the building, structures etc. attributable to the acts of labour / employees of vendor shall be rectified and made good by the vendor at their own cost. |
| **3.13** | No child labour shall be employed for execution of the present contract. |
| **3.14** | Any miscellaneous materials, which are found essential for technical completion of the contract but not mentioned explicitly in this specification, shall be deemed to be included in the specification. Accordingly, such materials shall be included by the vendor as part of the offer. |
| **3.15** | **Special instruction for Earthing:**<br>In compliance with Rule 33 and 61 of Indian Electricity Rules, 1956 (as amended up to date), all non-current carrying metal parts shall be earthed with two separate and distinct earth continuity conductors to an efficient earth electrode. Accordingly, all cases such as cable support structures, cable ladders, cable trays (control room) etc. shall be earthed. |

| | |
|---|---|
| **3.16** | BHEL/GACL shall witness routine/ acceptance/ type tests performed at manufacturer works for the items supplied by vendor. Vendor shall accordingly provide inspection call to BHEL with submission of quality assurance plan in advance.<br>For the items bought out from dealers, test certificates, as per relevant IS / IEC standards, as issued by manufacturer shall be submitted to BHEL. However, prior approval shall be obtained from BHEL/GACL for procurement of the item from dealers. |
| **3.17** | Any deviations shall be discussed with BHEL/GACL site engineers and implementation shall be taken up only after approval from BHEL /GACL. |
| **3.18** | Vendor shall submit periodic status report, on daily as well as weekly consolidated basis, to BHEL on the progress of the contract. |
| **3.19** | Vendor shall, as and when required by BHEL/GACL, participate in the review meetings conducted by BHEL/GACL at project site, BHEL-SBD (Bangalore), BHEL-Corporate office (New Delhi), GACL office (Vadodara) etc. |
| **3.20** | **General Guidelines**<br>a) All MMS shall be inspected for alignment of parts, PV modules and overall soundness of tightening.<br>b) Scrap shall not be disposed off and it is in the scope of BHEL/GACL. |

**********

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Bill of Material for Newly supplied MMS Superstructure for GACL 15 MWp Solar Power Plant at Charanka** | | | | | | | | | | | | | | |
| | **No of MMS tables** | | **285+321** | | | | | | | | | | | |
| **S.NO.** | **DESCRIPTION** | **Mark NO** | **Dimensions in mm** | | **Yield Strength (Mpa)/ Grade** | **Length (mm)** | **CS Area (cm2)** | **Unit Wt (kg/m)** | **Qty for 1 Table** | **Unit** | **Wt of 1 Pc in Kg** | **Qty to be supplied for 285 tables** | **Total Wt (kg)** | |
| | **Cold Formed Sections** | | | | | | | | | | | **nos** | | |
| 1 | Rafter | RF | 100CS50X2, Lip 15mm | **Hot Dip Galvanised with minimum of 80 microns** | 350 | 3276 | 4.303 | 3.38 | 4 | No | 11.07 | 750 | 8299 | |
| 2 | Purlin 1 | PU1 | 80CS50X1.6, Lip 10 mm | | 350 | 3316 | 3.01 | 2.36 | 4 | No | 7.84 | 460 | 3604 | |
| 3 | Bracing 1 | BR1 | 40LU40X2 | | 350 | 2477 | 1.526 | 1.20 | 4 | No | 2.97 | 1225 | 3635 | |
| 4 | Bracing 1A | BR1A | 40LU40x1.6 | | 350 | 1871 | 1.232 | 0.97 | 4 | No | 1.81 | 655 | 1185 | |
| 5 | Sag Angle | SA | 20LU20X1.6 | | 350 | 1250 | 0.592 | 0.46 | 6 | No | 0.58 | 190 | 110 | |
| | **Hot Rolled Rectangular Plates** | | | | | | | | | | | | | |
| 6 | Purlin splice | PL1 | 140x65x5 | | 250 | 140 | 3.25 | 2.55 | 8 | No | 0.36 | 300 | 107 | |
| 7 | Rafter Plate | PL3 | 160x80x6 | | 250 | 160 | 4.8 | 3.77 | 8 | No | 0.60 | 1400 | 844 | |
| | | | | | | | | | | | | | **17785** | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | Total weight | | **17.785** | **tons** |

| Annexure-B | | | | |
|---|---|---|---|---|
| SS Fasteners details at GACL 15 MW,Charanka,Gujarat | | | | |
| **Sl.No** | **Description** | **Dimension in mm** | **Quantity** | **Remarks** |
| 1 | M16 Hardware | M16x35 | 200 | 1 set=1 no. Bolt/screw+1 no. Hex.Nut+2 nos. Plain wahers+1 no.Spring washer |
| 2 | M10 Hardware | M10x30 | 4500 | |
| 3 | M8 Hardware | M8x30 | 3000 | |

**Note:**

Supply of SS Fasteners is in the scope of vendor

Annexure-C

## 15MW GACL SOLAR POWER PLANT CHARANKA damaged table location

| ROW NO | Damaged table with Superstrutures | | Damaged table with Bracings | | Remarks |
|---|---|---|---|---|---|
| | MCR TO IR01 SIDE | IR2 TO IR3 SIDE | MCR TO IR01 SIDE | IR2 TO IR3 SIDE | |
| 1 | 2 | 0 | 0 | 1 | |
| 2 | 0 | 0 | 1 | 1 | |
| 3 | 0 | 0 | 0 | 1 | |
| 4 | 1 | 0 | 1 | 1 | |
| 5 | 1 | 1 | 0 | 0 | |
| 6 | 1 | 1 | 0 | 1 | |
| 7 | 0 | 0 | 0 | 1 | |
| 8 | 4 | 0 | 0 | 0 | |
| 9 | 1 | 0 | 1 | 1 | |
| 10 | 1 | 0 | 1 | 1 | |
| 11 | 0 | 0 | 1 | 1 | |
| 12 | 2 | 0 | 1 | 1 | |
| 13 | 1 | 1 | 0 | 0 | |
| 14 | 2 | 0 | 1 | 1 | |
| 15 | 1 | 1 | 1 | 0 | |
| 16 | 2 | 0 | 0 | 0 | |
| 17 | 0 | 3 | 1 | 1 | |
| 18 | 1 | 1 | 0 | 1 | |
| 19 | 1 | 1 | 2 | 1 | |
| 20 | 0 | 2 | 1 | 1 | |
| 21 | 0 | 1 | 2 | 2 | |
| 22 | 4 | 1 | 1 | 1 | |
| 23 | 1 | 2 | 1 | 2 | |
| 24 | 0 | 0 | 1 | 1 | |
| 25 | 1 | 2 | 0 | 1 | |
| 26 | 1 | 1 | 2 | 0 | |
| 27 | 0 | 1 | 2 | 1 | |
| 28 | 2 | 2 | 0 | 1 | |
| 29 | 1 | 2 | 1 | 0 | |
| 30 | 13 | 8 | 2 | 0 | |
| 31 | 1 | 2 | 0 | 1 | |
| 32 | 0 | 1 | 1 | 1 | |
| 33 | 0 | 0 | 2 | 2 | |
| 34 | 0 | 0 | 1 | 1 | |
| 35 | 2 | 2 | 1 | 2 | |
| 36 | 0 | 1 | 1 | 0 | |
| 37 | 3 | 2 | 1 | 2 | |
| 38 | 0 | 0 | 1 | 1 | |
| 39 | 2 | 0 | 1 | 2 | |
| 40 | 0 | 0 | 2 | 2 | |
| 41 | 6 | 1 | 1 | 2 | |
| 42 | 4 | 0 | 2 | 1 | |
| 43 | 1 | 1 | 0 | 1 | |
| 44 | 4 | 3 | 1 | 1 | |
| 45 | 4 | 2 | 2 | 2 | |
| 46 | 4 | 2 | 1 | 1 | |
| 47 | 5 | 1 | 1 | 1 | |
| 48 | 3 | 0 | 1 | 1 | |
| 49 | 2 | 0 | 2 | 2 | |
| 50 | 6 | 1 | 2 | 2 | |
| 51 | 2 | 1 | 2 | 1 | |
| 52 | 2 | 0 | 2 | 3 | |
| 53 | 2 | 0 | 1 | 1 | |

## 15MW GACL SOLAR POWER PLANT CHARANKA damaged table location

| ROW NO | Damaged table with Superstrutures | | Damaged table with Bracings | | Remarks |
|---|---|---|---|---|---|
| | MCR TO IR 01 SIDE | IR2 TO IR3 SIDE | MCR TO IR 01 SIDE | IR2 TO IR3 SIDE | |
| 54 | 3 | 4 | 0 | 1 | |
| 55 | 2 | 1 | 0 | 1 | |
| 56 | 2 | 1 | 1 | 1 | |
| 57 | 2 | 1 | 2 | 1 | |
| 58 | 0 | 1 | 1 | 1 | |
| 59 | 2 | 2 | 2 | 1 | |
| 60 | 2 | 3 | 3 | 1 | |
| 61 | 3 | 3 | 2 | 1 | |
| 62 | 3 | 3 | 1 | 1 | |
| 63 | 3 | 2 | 1 | 2 | |
| 64 | 0 | 3 | 3 | 2 | |
| 65 | 1 | 1 | 2 | 2 | |
| 66 | 3 | 1 | 1 | 1 | |
| 67 | 2 | 5 | 1 | 2 | |
| 68 | 3 | 2 | 1 | 1 | |
| 69 | 3 | 0 | 1 | 2 | |
| 70 | 0 | 3 | 3 | 1 | |
| 71 | 0 | 5 | 3 | 2 | |
| 72 | 1 | 0 | 3 | 3 | |
| 73 | 1 | 1 | 4 | 2 | |
| 74 | 0 | 3 | 7 | 2 | |
| 75 | 0 | 2 | 3 | 2 | |
| 76 | 0 | 2 | 5 | 2 | |
| 77 | 0 | 3 | 4 | 2 | |
| 78 | 0 | 6 | 4 | 2 | |
| 79 | 0 | 2 | 4 | 3 | |
| 80 | 0 | 4 | 4 | 2 | |
| 81 | 0 | 1 | 2 | 4 | |
| 82 | 0 | 2 | 2 | 3 | |
| 83 | 0 | 2 | 3 | 3 | |
| 84 | 0 | 3 | 1 | 2 | |
| 85 | 0 | 5 | 2 | 0 | |
| 86 | 0 | 5 | 2 | 2 | |
| 87 | 0 | 2 | 2 | 3 | |
| 88 | 0 | 0 | 1 | 3 | |
| 89 | 0 | 0 | 2 | 4 | |
| 90 | 0 | 2 | 1 | 3 | |
| 91 | 1 | 0 | 1 | 2 | |
| 92 | 0 | 1 | 6 | 4 | |
| 93 | 0 | 1 | 2 | 3 | |
| 94 | 0 | 2 | 3 | 3 | |
| 95 | 1 | 1 | 0 | 3 | |
| 96 | 0 | 1 | 2 | 3 | |
| 97 | 0 | 2 | 3 | 1 | |
| 98 | 0 | 0 | 3 | 3 | |
| 99 | 0 | 0 | 5 | 4 | |
| 100 | 1 | 4 | 2 | 3 | |
| | 136 | 149 | 164 | 157 | |
| | 285 | | 321 | | |

| | |
|---|---|
| Damaged table with Superstrutures | 285 |
| Damaged table with Bracings | 321 |

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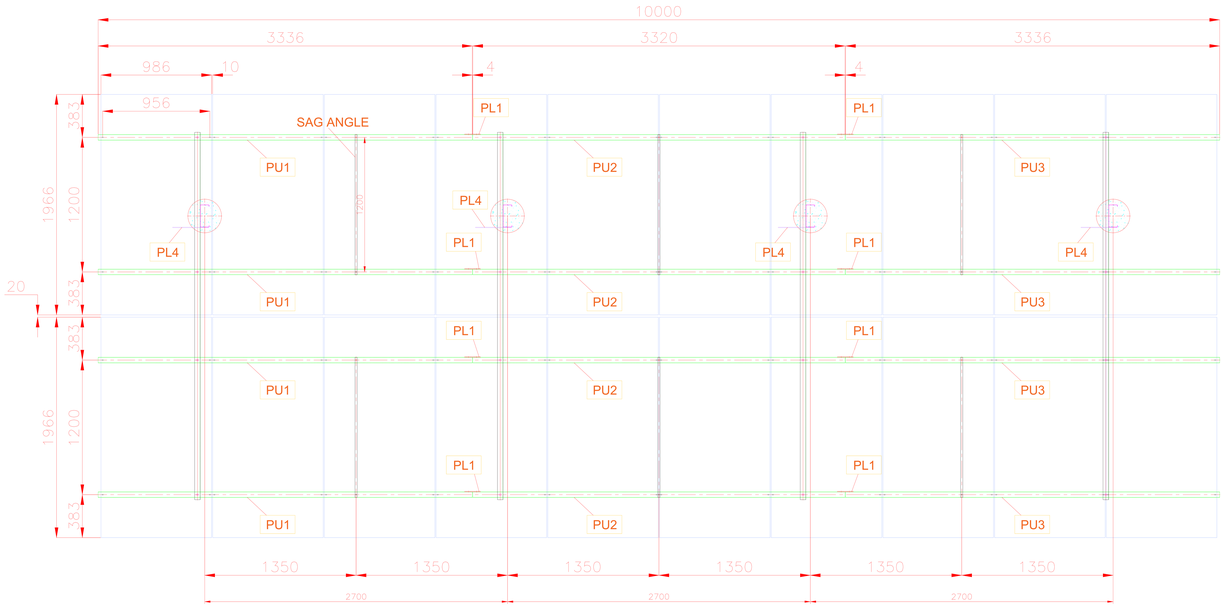
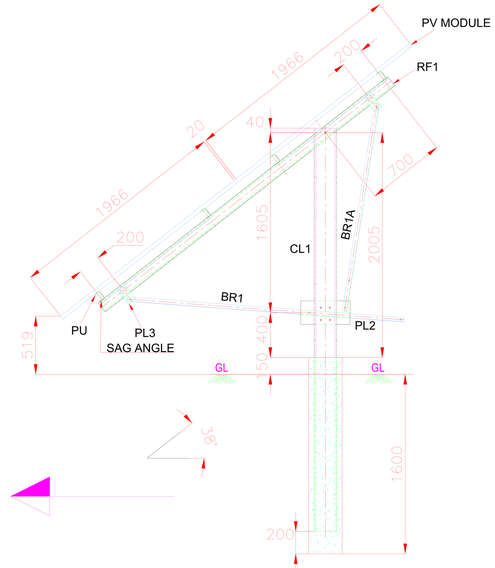
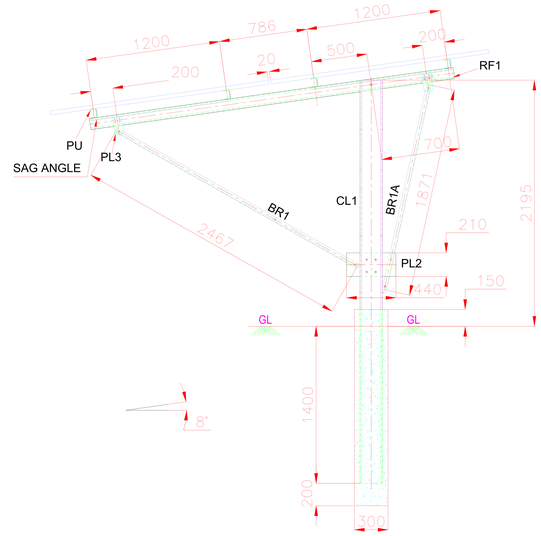



PLAN OF STRUCTURE (WITH SOLAR MODULE) FOR 0°




SIDE VIEW FOR 38° FOR WINTER TILT

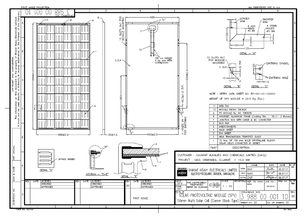


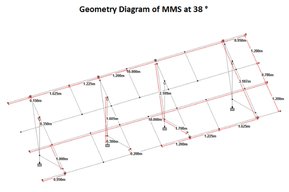

SIDE VIEW FOR 8° FOR SUMMER TILT

MMS TO HAVE SEASONAL TILT ARRANGEMENT–2 Angles

FOUNDATION DETAILS

D:\Capture Gacl.JPG






ISOMETRIC VIEW

GENERAL NOTES
1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
2. DO NOT SCALE THE DRAWING ONLY WRITTEN DIMENSIONS TO BE READ.
3. THIS DRAWING NOT TO BE USED FOR FABRICATION OF MMS MEMBERS.
4. FABRICATION DRAWINGS PART OF SEPARATE MDL.

NOTES:(This note has to be read alongwith the Bill of material).
1. DIMENSIONS FOR COLD ROLLED STEEL ANGLE/CHANNEL SECTIONS SHALL BE IN ACCORDANCE WITH IS:811:1987.
2. DIMENSIONS OF PLATES, FLAT BARS SHALL CONFORM TO IS:1730.
3. FABRICATION AND ERECTION SHALL BE CARRIED OUT INACCORDANCE WITH IS:800 AND IS:801.
4. ALL MMS MEMBERS EXCEPT FASTENERS TO BE HOT DIP GALVANISATED IN ACCORDANCE WITH IS:2629–1985 AND IS 4759 . HOWEVER THE MINIMUM GALVANIZATION THICKNESS FOR ALL MMS MEMBERS EXCEPT FASTENERS TO BE 80 MICRONS.
5. RAW MATERIAL FOR ALL ITEMS (EXCEPT HARDWARE) SHALL BE HOT ROLLED AS PER IS:2062.
6. GENERAL ASSEMBLY TOLERANCE LINEAR +/– 2MM.
7. GENERAL ASSEMBLY TOLERANCE ANGULAR +/– 1°.
8. HOLE SIZES ARE SHOWN AFTER GALVANIZATION/TREATMENT.
9. REMOVE ALL SHARP AND BURR EDGES.
10. MMS EARTHING ARRANGEMENT TO BE SHOWN IN RELEVANT DRAWING.
11. PROTOTYPE TO BE DONE AS PER CLAUSE MENTIONED IN PURCHASE SPEC NO PS–439–985.
12. FOR OTHER TOLERANCES PLEASE REFER TOLERANCE TABLE.

PROJECT : 15MWp–AC SOLAR POWER PROJECT
CUSTOMER : GACL, GUJARAT

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ELECTRONICS DIVISION, BANGALORE

TITLE: GA OF MOUDLE MOUNTING STRUCTURE

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BHEL–GACL–MMS–03–010

BHEL DRG. No. 3 679 05 00885

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INVENTORY No.

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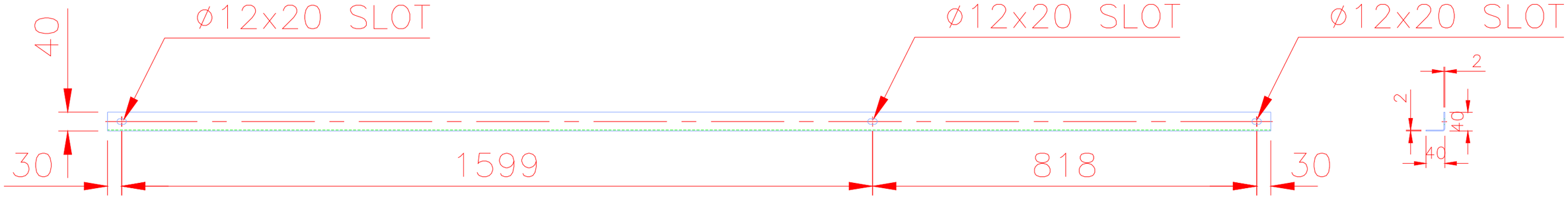
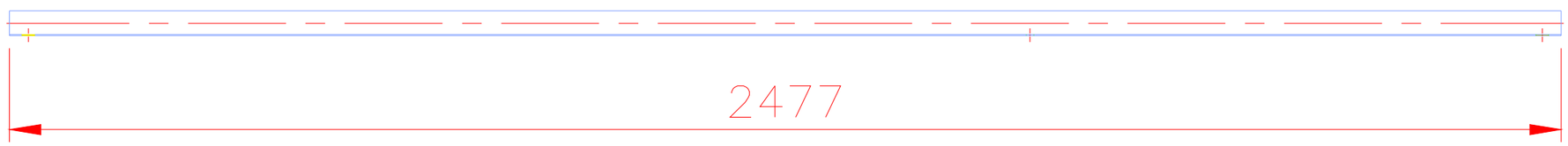



FRONT VIEW




TOP VIEW

## GENERAL NOTES

1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
2. DONOT SCALE, ONLY WRITTEN DIMENSIONS TO BE READ.
3. HOLE SIZES ARE SHOWN AFTER GALVANIZATION.
4. REMOVE ALL BURRS AND SHARP EDGES.
5. MATERIAL YIELD STRENGTH AS PER BOM.
6. THE ITEM TO BE MARKED AS "VENDOR NAME – ITEM"

BILL OF MATERIALS

| Mark No | Item Description | Section/Length | Lip | CS Area | Unit Wt | Wt./Item |
|---|---|---|---|---|---|---|
| BR1 | BRACING | 40LUx40x2/2477 | – | 1.526 | 1.20 | 2.97 |

PROJECT : 15MWp–AC SOLAR POWER PROJECT
CUSTOMER : GACL, GUJARAT

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TITLE: BR 1– BRACING

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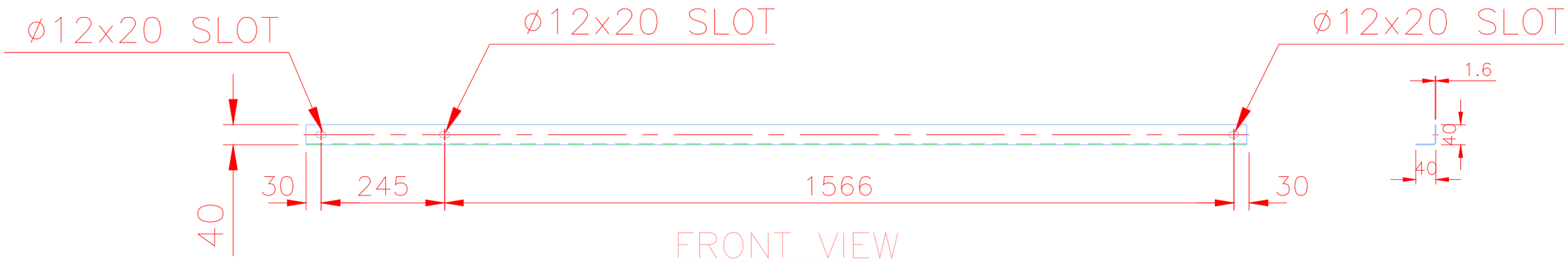
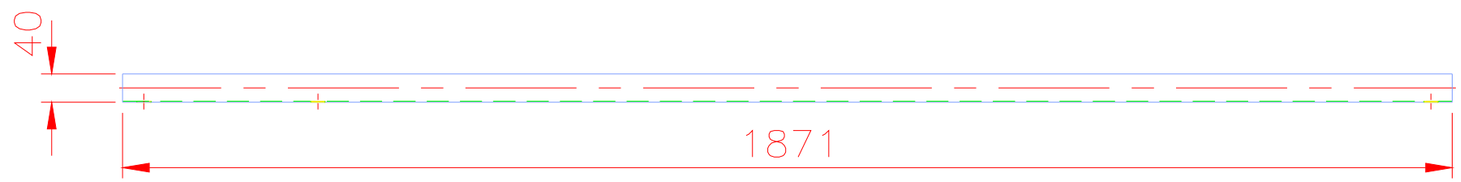



FRONT VIEW




TOP VIEW

## GENERAL NOTES

1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
2. DONOT SCALE, ONLY WRITTEN DIMENSIONS TO BE READ.
3. HOLE SIZES ARE SHOWN AFTER GALVANIZATION.
4. REMOVE ALL BURRS AND SHARP EDGES.
5. MATERIAL YIELD STRENGTH AS PER BOM.
6. THE ITEM TO BE MARKED AS "VENDOR NAME – ITEM"

BILL OF MATERIALS

| Mark No | Item Description | Section/Length | Lip | CS Area | Unit Wt | Wt./Item |
|---|---|---|---|---|---|---|
| BR2 | BRACING | 40LUx40x2/1871 | – | 1.232 | 0.97 | 1.81 |

PROJECT : 15MWp–AC SOLAR POWER PROJECT
CUSTOMER : GACL, GUJARAT

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TITLE: BR 1A– BRACING

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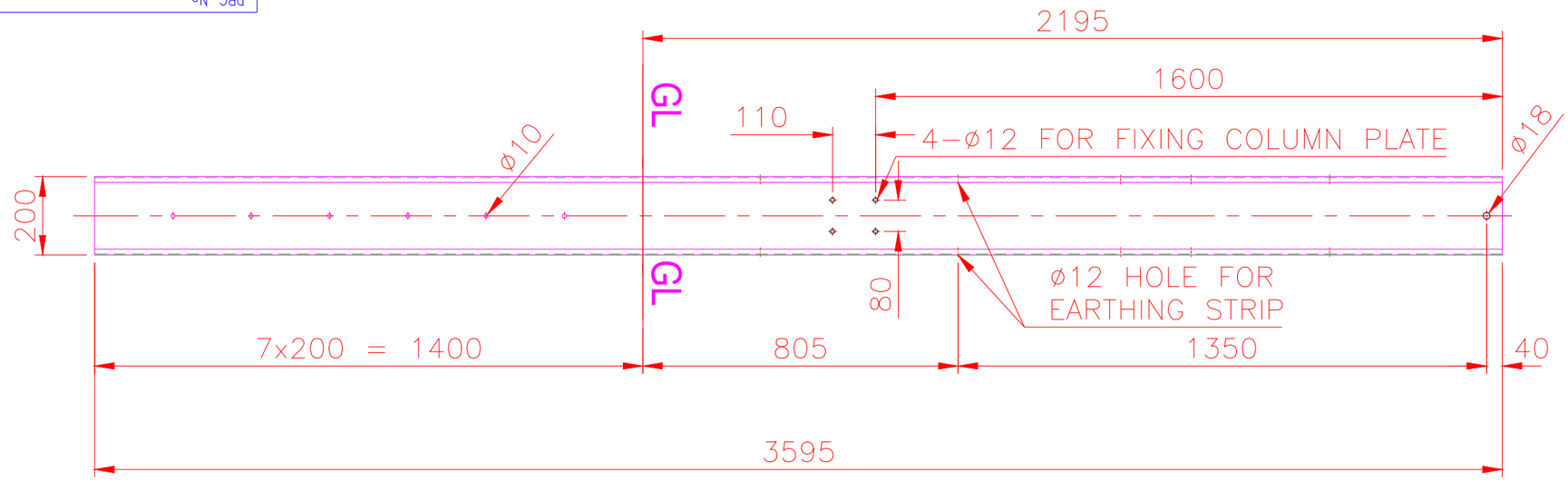
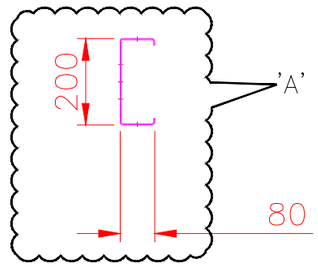
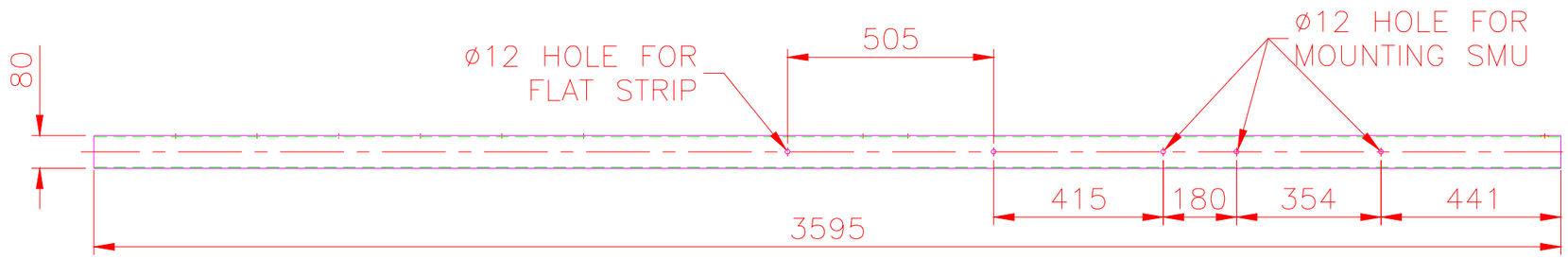
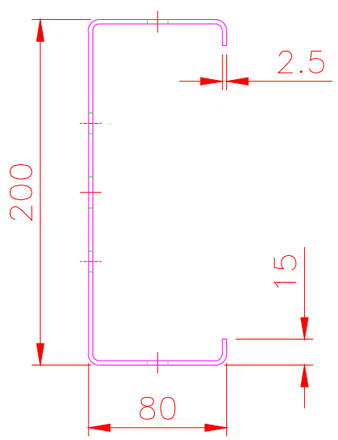



FRONT VIEW




TOP VIEW




DETAIL 'A'

GENERAL NOTES

1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
2. DO NOT SCALE, ONLY WRITTEN DIMENSIONS TO BE READ.
3. AT EVERY 200MM BELOW GL M10 HOLES ARE GIVEN ON THE WEB OF COLUMN FOR PROPER CONCRETING AND FOR EFFECTIVE BOND STRENGTH BETWEEN CONCRETE AND STEEL .
4. HOLE SIZES ARE SHOWN AFTER GALVANIZATION.
5. REMOVE ALL BURRS AND SHARP EDGES.
6. MATERIAL YIELD STRENGTH AS PER BOM.
7. THE ITEM TO BE MARKED AS "VENDOR NAME – ITEM"
8. HOLE FOR SMB SUBJECT TO CHANGE AFTER FINALIZATION OF SMB.

BILL OF MATERIALS

| Mark No | Item Description | Section/Length | Lip | CS Area | Unit Wt | Wt./Item |
|---|---|---|---|---|---|---|
| CL1 | COLUMN | 200CSx80x2.5/3595 | 15 | 9.462 | 7.43 | 26.70 |

PROJECT : 15MWp-AC SOLAR POWER PROJECT
CUSTOMER : GACL, GUJARAT

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TITLE: CL 1- COLUMN

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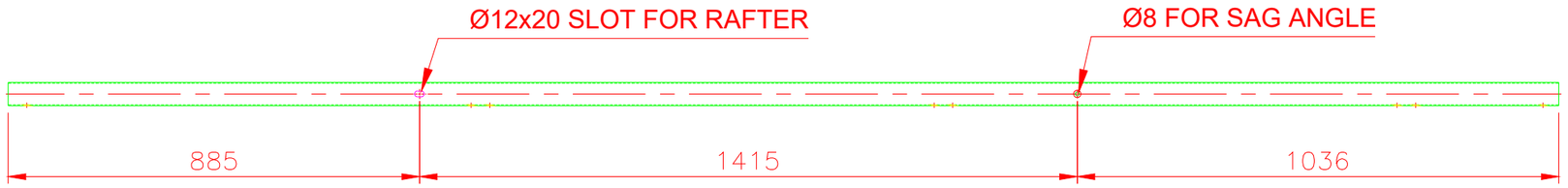
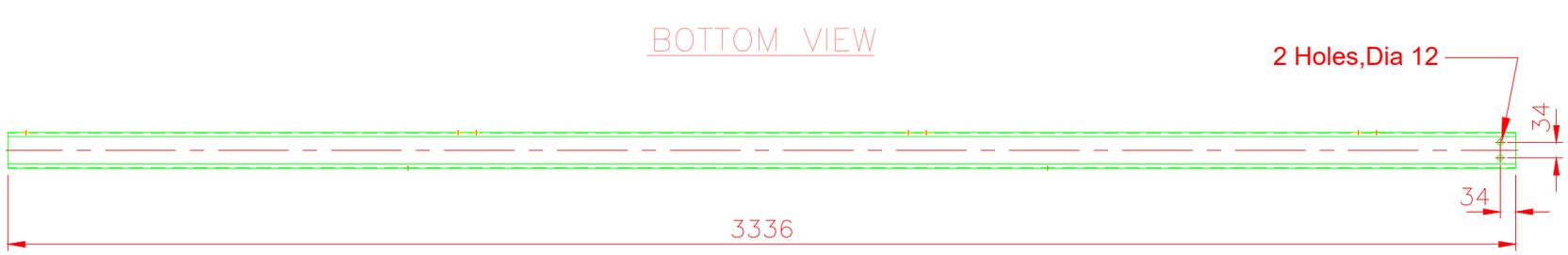
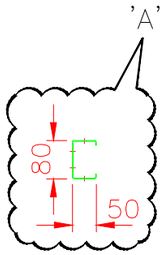
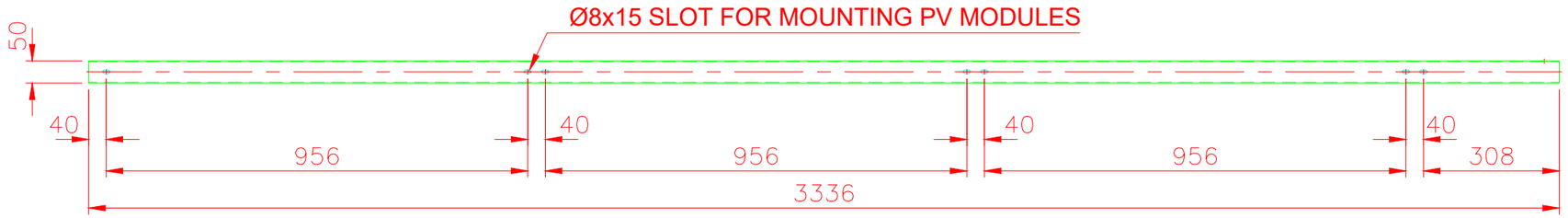



BOTTOM VIEW

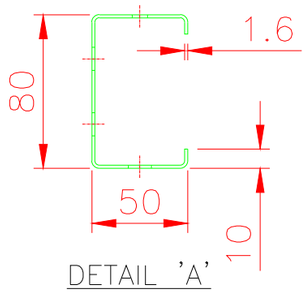



FRONT VIEW




TOP VIEW




DETAIL 'A'

GENERAL NOTES

1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
2. DONOT SCALE, ONLY WRITTEN DIMENSIONS TO BE READ.
3. HOLE SIZES ARE SHOWN AFTER GALVANIZATION.
4. REMOVE ALL BURRS AND SHARP EDGES.
5. MATERIAL YIELD STRENGTH AS PER BOM.
6. THE ITEM TO BE MARKED AS "VENDOR NAME – ITEM"

BILL OF MATERIALS

| Mark No | Item Description | Section/Length | Lip | CS Area | Unit Wt | Wt./Item |
|---|---|---|---|---|---|---|
| PU1 | PURLIN | 80CSx50X1.6/3316 | 10 | 3.01 | 2.36 | 7.84 |

PROJECT : 15MWp–AC SOLAR POWER PROJECT
CUSTOMER : GACL, GUJARAT

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BHEL–GACL–MMS–03–010

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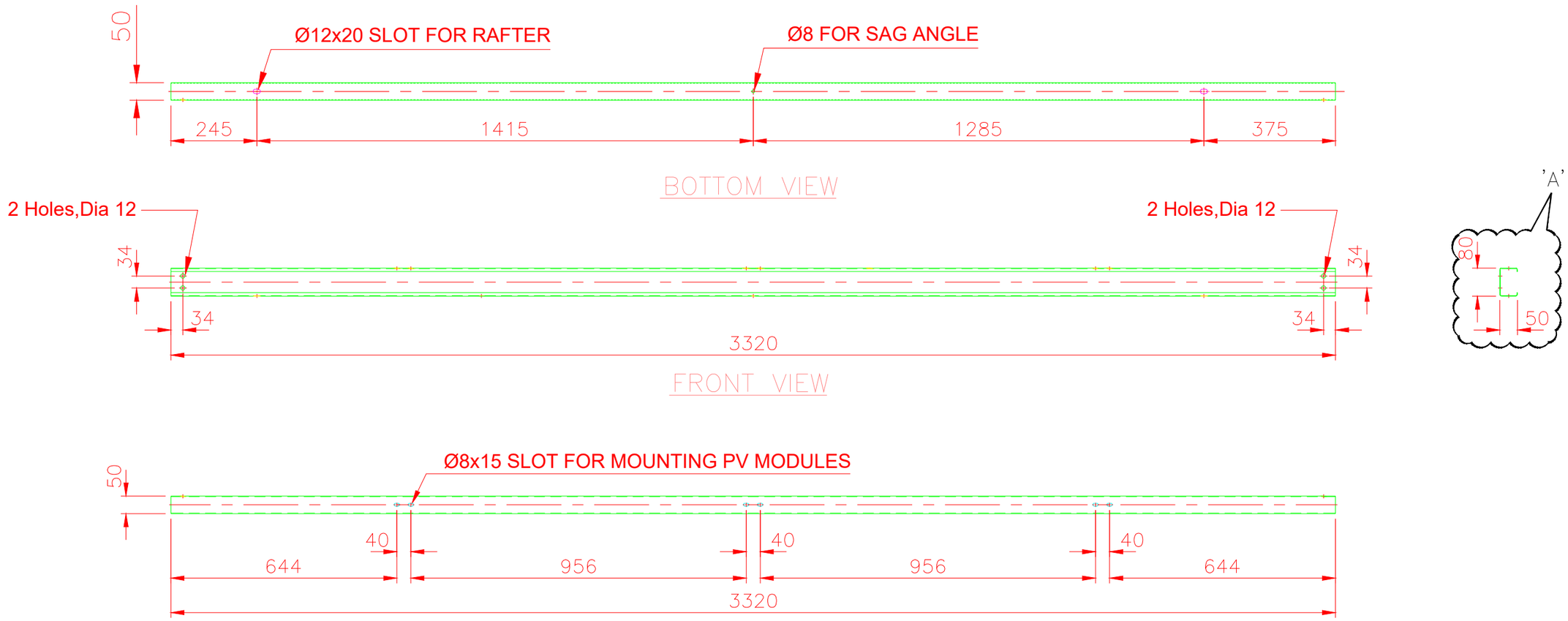


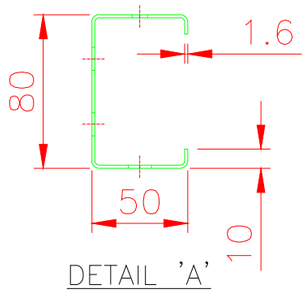


GENERAL NOTES

1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
2. DONOT SCALE, ONLY WRITTEN DIMENSIONS TO BE READ.
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4. REMOVE ALL BURRS AND SHARP EDGES.
5. MATERIAL YIELD STRENGTH AS PER BOM.
6. THE ITEM TO BE MARKED AS "VENDOR NAME – ITEM"

BILL OF MATERIALS

| Mark No | Item Description | Section/Length | Lip | CS Area | Unit Wt | Wt./Item |
|---|---|---|---|---|---|---|
| PU2 | PURLIN | 80CSx50X1.6/3360 | 10 | 3.01 | 2.36 | 7.94 |

PROJECT : 15MWp–AC SOLAR POWER PROJECT
CUSTOMER : GACL, GUJARAT

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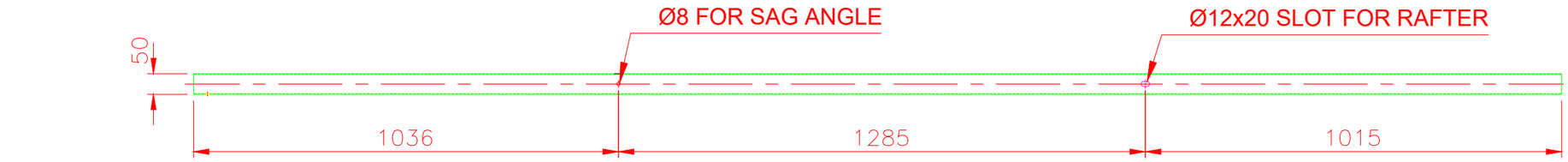
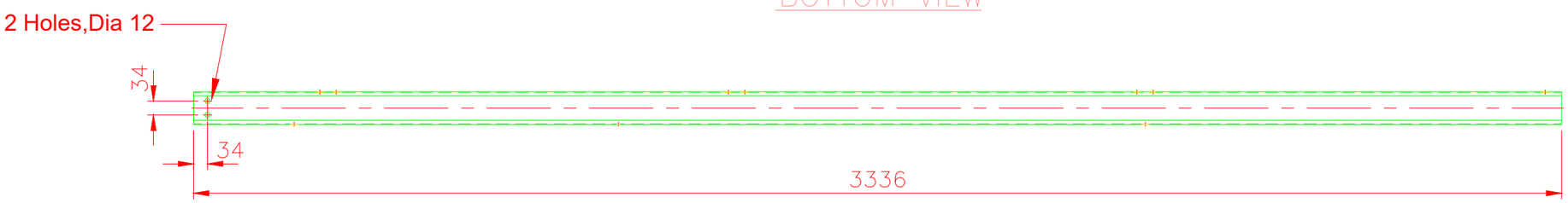
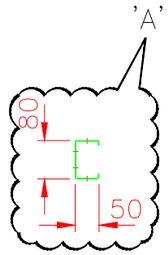
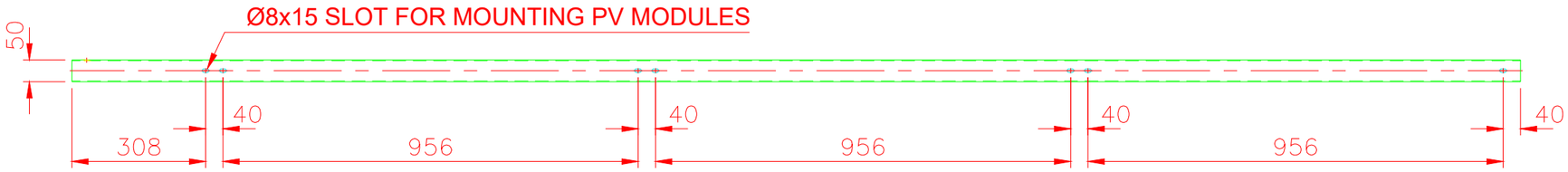



BOTTOM VIEW

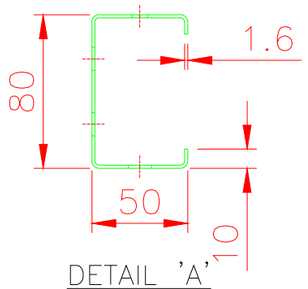



FRONT VIEW




TOP VIEW




DETAIL 'A'

GENERAL NOTES

1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
2. DONOT SCALE, ONLY WRITTEN DIMENSIONS TO BE READ.
3. HOLE SIZES ARE SHOWN AFTER GALVANIZATION.
4. REMOVE ALL BURRS AND SHARP EDGES.
5. MATERIAL YIELD STRENGTH AS PER BOM.
6. THE ITEM TO BE MARKED AS "VENDOR NAME – ITEM"

BILL OF MATERIALS

| Mark No | Item Description | Section/Length | Lip | CS Area | Unit Wt | Wt./Item |
|---|---|---|---|---|---|---|
| PU3 | PURLIN | 80CSx50X1.6/3316 | 10 | 3.01 | 2.36 | 7.84 |

PROJECT : 15MWp–AC SOLAR POWER PROJECT
CUSTOMER : GACL, GUJARAT

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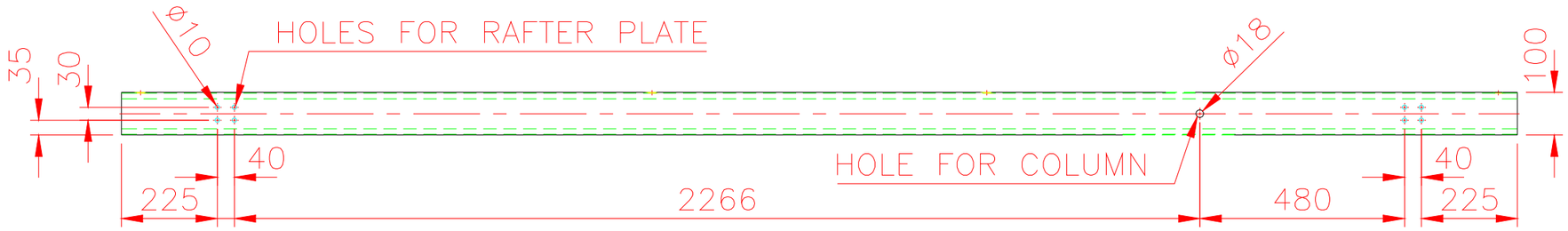
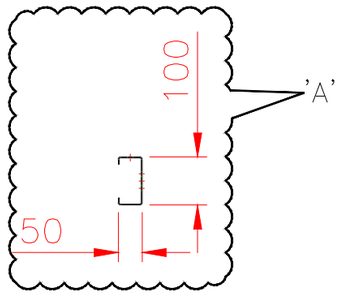
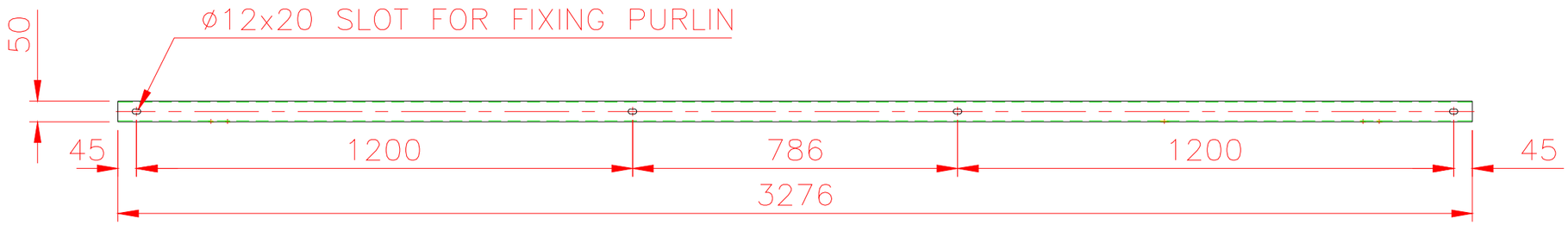


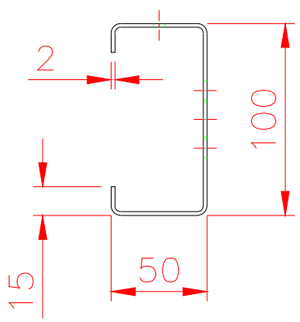

FRONT VIEW




TOP VIEW

RAFTER




DETAIL 'A'

GENERAL NOTES

1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
2. DONOT SCALE, ONLY WRITTEN DIMENSIONS TO BE READ.
3. HOLE SIZES ARE SHOWN AFTER GALVANIZATION.
4. REMOVE ALL BURRS AND SHARP EDGES.
5. MATERIAL YIELD STRENGTH AS PER BOM.
6. THE ITEM TO BE MARKED AS "VENDOR NAME – ITEM"

BILL OF MATERIALS

| Mark No | Item Description | Section/Length | Lip | CS Area | Unit Wt | Wt./Item |
|---|---|---|---|---|---|---|
| RF1 | RAFTER | 100CSx50x2/3276 | 15 | 4.303 | 3.38 | 11.07 |

PROJECT : 15MWp–AC SOLAR POWER PROJECT
CUSTOMER : GACL, GUJARAT

| REV. | DATE | ALTERED / CHECKED / APPROVED | REV. | DATE | ALTERED / CHECKED / APPROVED |
|---|---|---|---|---|---|
| 01 | 17.8.17 | INCORPORATED CUSTOMER/CONSULTANT COMMENTS | 00 | | FIRST ISSUE. |

| | NAME | SIGN | DATE |
|---|---|---|---|
| DRAWN | SAN | | 100617 |
| CHECKED | PM | | 100617 |
| APPROVED | MS | | 100617 |

DISTRIBUTION OF PRINTS

| DEPT. | CODE |
|---|---|
| SC&PV | 439 |

BHARAT HEAVY ELECTRICALS LIMITED.
ELECTRONICS DIVISION, BANGALORE

TITLE: RF 1– RAFTER

| | |
|---|---|
| No. OF SHEETS | 09 |
| SHEET No. | 03 |
| REV | 01 |

BHEL–GACL–MMS–03–010

BHEL DRG. No. 3 679 05 00885

REF. DRG. No.
SIGN. & DATE
INVENTORY No.

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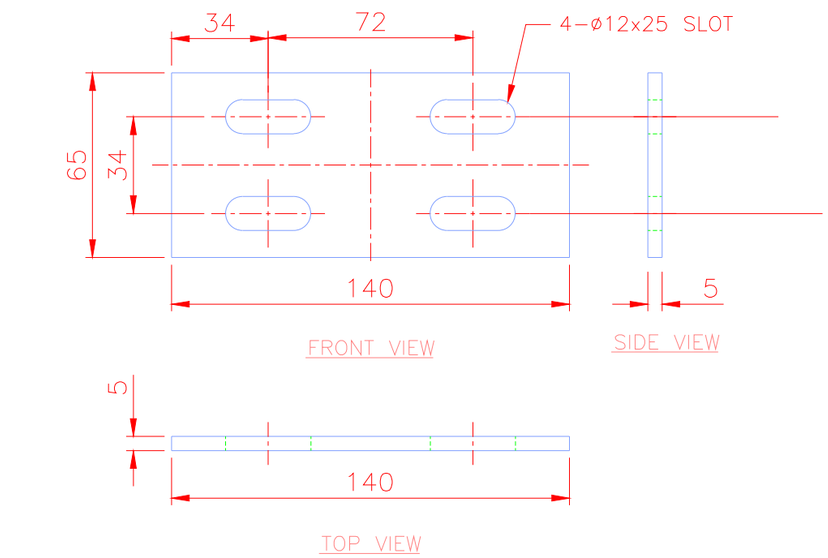
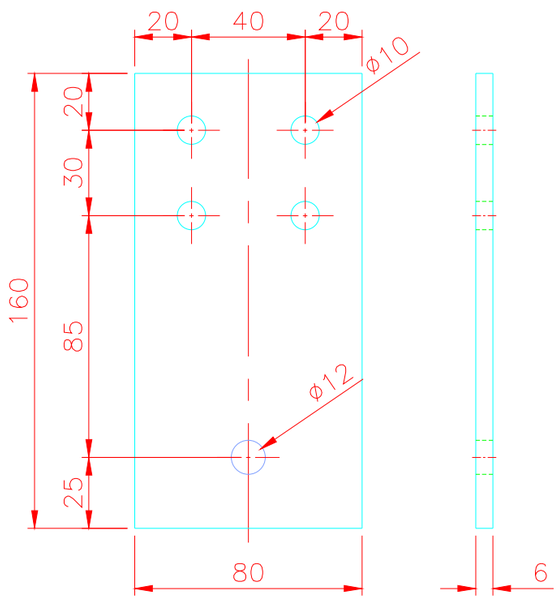
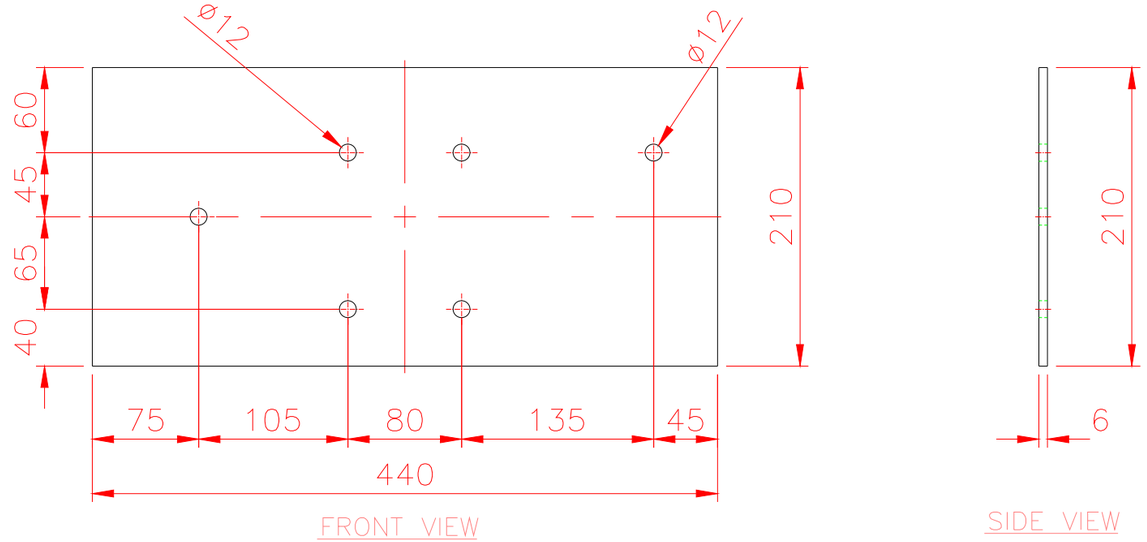
DRG. No. 3 679 05 00885



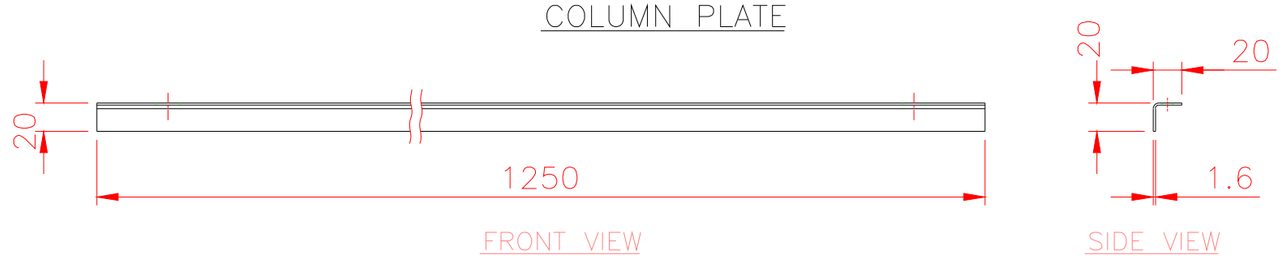

PURLIN SPLICE

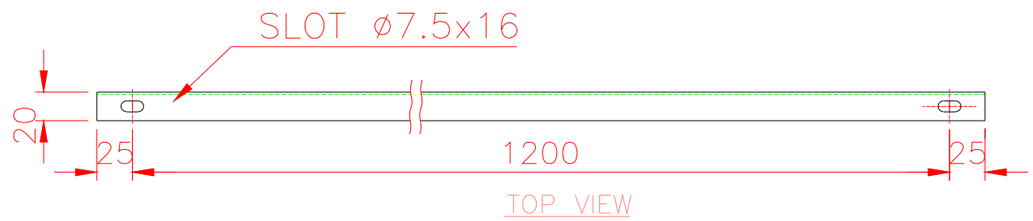



RAFTER PLATE




COLUMN PLATE




SAG ANGLE

## GENERAL NOTES

1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
2. DO NOT SCALE, ONLY WRITTEN DIMENSIONS TO BE READ.
3. HOLE SIZES ARE SHOWN AFTER GALVANIZATION.
4. REMOVE ALL BURRS AND SHARP EDGES.
5. MATERIAL YIELD STRENGTH AS PER BOM.
6. THE ITEM TO BE MARKED AS "VENDOR NAME – ITEM"

BILL OF MATERIALS

| Mark No | Item Description | Section/Length | Lip | CS Area | Unit Wt | Wt./Item |
|---|---|---|---|---|---|---|
| – | Sag Angle | 20LUx20x1.6/1250 | – | 0.592 | 0.46 | 0.58 |
| PL1 | Purlin splice | 140x65x5/140 | – | 3.25 | 2.55 | 0.36 |
| PL2 | Column Plate | 440x210x6/320 | – | 12.6 | 9.89 | 3.17 |
| PL3 | Rafter Plate | 160x80x6/160 | – | 4.8 | 3.77 | 0.60 |

PROJECT : 15MWp-AC SOLAR POWER PROJECT
CUSTOMER : GACL, GUJARAT

| REV. | DATE | ALTERED / CHECKED / APPROVED | REV. | DATE | ALTERED / CHECKED / APPROVED |
|---|---|---|---|---|---|
| 01 | 17.8.17 | INCORPORATED CUSTOMER/CONSULTANT COMMENTS | 00 | | FIRST ISSUE. |

| | NAME | SIGN | DATE |
|---|---|---|---|
| DRAWN | SAN | | 100617 |
| CHECKED | PM | | 100617 |
| APPROVED | MS | | 100617 |

DISTRIBUTION OF PRINTS

| DEPT. | CODE |
|---|---|
| SC&PV | 439 |

BHARAT HEAVY ELECTRICALS LIMITED.
ELECTRONICS DIVISION, BANGALORE

TITLE: PLATES+SAG ANGLE

| | |
|---|---|
| No. OF SHEETS | 09 |
| SHEET No. | 09 |
| REV | 01 |

BHEL-GACL-MMS-03-010

BHEL DRG. No. 3 679 05 00885

REF. DRG. No.
SIGN. & DATE
INVENTORY No.

# TENDER DOCUMENT

## PART – A

## VOLUME - II


| | |
|---|---|
| 1. | INSTRUCTION TO BIDDER |
| 2. | EARNEST MONEY DEPOSIT (EMD): |
| 3. | SECURITY DEPOSIT (SD) : |
| 4. | NON DISCLOSURE AGREEMENT |
| 5. | CONFIDENTIALITY |
| 6. | STATUTORY REQUIREMENTS |
| 7. | PERIOD OF CONTRACT |
| 8. | FAILURE TO COMPLY WITH CONTRACT |
| 9. | SUB-CONTRACTING |
| 10. | LAWS GOVERNING THE CONTRACT |
| 11. | LEGAL JURISDICTION: |
| 12. | ARBITRATION & CONCILIATION: |
| 13. | COMPENSATION: |
| 14. | PENALTY/ LD FOR DELAYED DELIVERY |
| 15. | REVERSE AUCTION |
| 16. | CONCILIATION CLAUSE – Annexure IA |
| 17. | MAKE IN INDIA CLAUSE |
| 18. | FORMATS |

| | |
|---|---|
| 1. | **INSTRUCTION TO BIDDER** |
| 1.1. | Tender is a two-part bid system. The tender documents consist of Part - A and Part - B as detailed below:<br>a. Part 'A': **Techno-commercial Bid** duly sealed and signed to be uploaded at the web-portal (https://eprocurebhel.co.in ) on or before the due date.<br>b. Part 'B': **Price Bid** to be quoted in prescribed format available on web portal (https://eprocurebhel.co.in ) on or before the due date. |
| 1.2. | Envelope 1: Techno-Commercial Offer<br>a. Documents to be uploaded at NIC web portal (https://eprocurebhel.co.in):<br>i. Earnest Money Deposit (EMD) either in the form of DD or UTR Number (if paid through EFT) at the space provided.<br>ii. Duly completed tender documents volume I&II(Part-A) sign and Sealed.<br>iii. Each and every page of tender documents should be sealed signed.<br>iv. Documents satisfying PQR/Eligibility Criteria as per relevant clause of NIT.<br>v. Any other documents as per Tender requirements.<br>vi. Each and every page of tender documents should be sealed & signed by the tenderer<br>vii. Any other documents as per Tender requirements.<br>b. The tenderer shall not indicate the price or rate in this Envelope.<br><br>Envelope 2: Part 'B': Online Price-Bid.<br>i. To be submitted online at NIC web portal (https://eprocurebhel.co.in) |
| 1.3. | The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable. |
| 1.4. | The techno-commercial offer will be opened on the due date. The tenders meeting our techno-commercial requirements will be considered for online initial sealed bid auction at a later date for which eligible vendors will be intimated in due course. |
| 1.5. | The tender forms duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasing will render the tender invalid. Corrections, over writing, cutting(s) etc. are not permitted. All entries in the tender document should be in one ink. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the relevant columns are left blank, the tender can be rejected. However, alteration neatly carried out and duly attested over with the full signature of the tenderer is permitted. |
| 1.6. | The tenderer should submit the tender documents intact without detaching any page or pages |
| 1.7. | Before making the offer, the bidders are advised to carefully go through the terms and conditions, which form part of the Agreement. |
| 1.8. | Tender documents consisting of Part 'A' Volume I & II duly sealed and signed and Part 'B' shall be uploaded duly on or before the said Date and Time.<br>Part 'A' Volume I & II of tender form i.e. PQR and Techno-commercial Bid will be opened on specified Tender Due Date and Time. Bidders who qualify the PQR & Techno-commercial Bid will be intimated to participate in R.A. |
| 1.9. | BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding. |
| 1.10. | **PRICE BID** - The tenderers are required to submit their quotation for all the items listed in the Price Bid format given along with the tender documents. The price should be quoted for each activity after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulties in execution of the contract. |
| 1.11. | Contractor to ensure payment of Minimum Wages payable as per statutory provisions of the Appropriate Govt. |

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| 1.12. | **VALIDITY OF RATES:** The rates quoted should be valid for 90 days initially from the date of opening of the Techno-Commercial bid. (Part-A) |
| 1.13. | The rates shall include the payments on account of Employee contribution to PF, PF Admin. Charges, EDLI, Employer contribution to ESI, Gratuity, Bonus as per statutory requirement, applicable taxes, as per the directives issued by BHEL from time to time. |
| 1.14. | BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof. |
| 1.15. | BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer. |
| 1.16. | Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims. |
| 1.17. | Tender document should be complete in all respects. |
| 1.18. | Successful tenderers shall enter into an Agreement on a non-judicial stamp paper of Rs.100/- as a token of having accepted the rates, terms and conditions of the contract as per the Proforma given by BHEL. |
| 1.19. | The Offers should be in full conformity with the terms and conditions of this tender. No contradictions are acceptable. Incorrect and incomplete tenders are liable for rejection. |
| 1.20. | Tenders not submitted in the prescribed forms are liable for rejection. |
| 1.21. | BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason. |
| 1.22. | If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage. |
| 1.23. | If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected. |
| 1.24. | Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL SBD for the contract purposes. |
| 1.25. | **Benefit (including Turn Over and experience criteria) for MSME / NSIC bidders not available in this contract.** |
| 1.26. | Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department for Promotion of Industry and Internal Trade shall be submitted along with the tender. |
| 1.27. | **Evaluation of Bids** |
| 1.28. | **Techno-Commercial Bid & PQR**: The techno-commercial bid & PQR will be evaluated based on the eligibility criteria and on acceptance of NIT terms and conditions of BHEL. Only qualified bids will be eligible for price-bid opening. |
| 1.29. | **Evaluation of Price-Bids:** Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis (Grand Total Price for all the items indicated in Price Bid minus tax credit, if, any) |
| 1.30. | Compensation to Contractor<br>No compensation to contractor shall be given for prior completion/ early closure or any negative/ positive variation in contract value. |
| 2. | **EARNEST MONEY DEPOSIT (EMD): NOT APPLICABLE** |
| 2.1. | ~~Earnest Money Deposit (EMD) is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.~~<br>~~Earnest Money Deposit as indicated in the NIT (Ref. General Information) is to be submitted along with tender documents Part – A.~~ |
| 2.2. | **Modes of deposit**<br>~~The EMD may be accepted only in the following forms:~~<br>~~(i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)~~<br>~~(ii) Electronic Fund Transfer credited in BHEL account (before tender opening)~~ |

| | |
|---|---|
| | ~~(iii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)~~<br>~~(iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL and duly discharged on the back)~~<br>~~In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms described above in (i) to (iv) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.~~ |
| 2.3. | ~~**Forfeiture of EMD**~~<br>~~EMD by the Tenderer will be forfeited as per NIT conditions, if:~~<br>~~i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.~~<br>~~ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.~~ |
| 2.4. | ~~EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.~~ |
| 2.5. | ~~EMD shall not carry any interest.~~ |
| 2.6. | ~~EMD of successful tenderer will be retained as part of Security Deposit.~~ |
| 3. | **SECURITY DEPOSIT (SD) :** |
| 3.1. | Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. |
| 3.2. | **The total amount of Security Deposit will be 10 % of the contract value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. |
| 3.3. | **Modes of deposit**:<br>The balance amount to make up the required Security Deposit may be accepted in the following forms:<br>i. Cash (as permissible under the extant Income Tax Act)<br>ii. Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL<br>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<br>iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)<br>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)<br>vi. Electronic Fund Transfer credited in BHEL account.<br>vii. Insurance Surety Bonds<br>(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) |
| 3.4. | **Collection of Security:**<br>At least 50% of the required Security Deposit, including the EMD should be collected 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.<br>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work. |

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| | **Note:50% of the Security Deposit shall be collected from the contractor, before start of the work or 14 days from contract date whichever is later. The interest period shall start after the lapse of above period as per applicable rates)** |
| 3.5. | Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract. |
| 3.6. | The Security Deposit shall not carry any interest. |
| 3.7. | 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 **(Repo rate + 4%)** for the delayed period, shall be submitted by the bidder.<br>Further, If performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest. |
| 4. | **NON DISCLOSURE AGREEMENT**. The contractor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format (Copy enclosed) in compliance to Information Security Management System. |
| 5. | **CONFIDENTIALITY**: The contractor and his representatives shall, at all times, undertake to maintain and ensure complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to BHEL and also of the systems, procedures, reports, input documents, results and any other company documents discussed and/or finalized during the course of execution of the order/contract. |
| 6. | **STATUTORY REQUIREMENTS:** |
| 6.1. | While quoting the rate, the tenderers are advised to take note of minimum wages payable to workmen. |
| 6.2. | The tenderer will be required to comply with all the statutory provisions such as Minimum Wages prevailing at the time of payment or arrears thereof Bonus, PF, EDLI, ESI, Applicable Tax, declared Holidays, leave, etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month. |
| 6.3. | The Contractor shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979,Employees Compensation Act (…), Maternity Benefit Act 1961, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The contractor, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions. |
| 6.4. | The contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the contractor or his representative. |
| 6.5. | The contractor shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required. |
| 6.6. | The contractor shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred. |
| 6.7. | The Income tax as applicable will be deducted from the bill of the contractor. |
| 6.8. | Each contractor will be required to maintain the daily attendance of his labors in the prescribed Performa for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc. |
| 6.9. | The contractor will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers |
| 6.10. | The contractor will have to extend paid National Holidays and Festival Holidays to their workmen as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act. |
| 6.11. | **COMPLAINCE WITH BOCW ACT:**<br>The contractor shall get registered and comply with the provisions of BOCW Act along with the allied rules and pay cess as per Cess Act along with allied rules. As applicable. |

| | |
|---|---|
| | The contractor shall also indemnify BHEL from all consequences/liabilities / penalties in case of non-compliance of the provisions of BOCW Act along with the allied rules and cess act. |
| 7. | **PERIOD OF CONTRACT** |
| 7.1. | Duration of contract is as mentioned in the General Information of NIT |
| 8. | **FAILURE TO COMPLY WITH CONTRACT** |
| 8.1. | Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer. |
| 8.2. | In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the tenderer, the tenderer is liable to compensate the same. |
| 8.3. | **Breach of contract and Termination:**<br>In case of breach of contract, recovery of an amount 10% of the contract value shall be levied by BHEL. The value of security instruments like Bank guarantees (BG) or Security deposits etc. available with BHEL against the said contract, the same shall be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other Dues available with BHEL (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal action against contractor shall be taken.<br>Above is in addition to levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per the contract.<br>The following sequence shall be applicable for recoveries from contractor/ supplier, who has breached the contract:<br>a) Dues available in the form of Bills payable to contractor/ supplier, Security deposits, Bank Guarantees against the same contract in BHEL SBD.<br>b) Dues payable to contractor/ supplier against other contracts in BHEL SBD or any other units/regions of BHEL shall be considered for recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor/ supplier.<br>c). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor/supplier. |
| 9. | **SUB-CONTRACTING** |
| 9.1. | The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL. |
| 10. | **LAWS GOVERNING THE CONTRACT** |
| 10.1. | The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time. |
| 10.2. | All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time. |
| 10.3. | All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions and in the event of failure such disputes shall be referred to the Arbitrator. |
| 11. | **LEGAL JURISDICTION:** |
| 11.1. | In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Bengaluru, where BHEL – SBD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-SBD is situated and no other court shall have the jurisdiction. |
| 11.2. | **CARTEL FORMATION:**<br>The Bidder declares that they 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.<br>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines. |

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| 12. | **ARBITRATION & CONCILIATION:** |
| 12.1. | Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Solar Business Division. |
| 12.2. | The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties |
| 12.3. | Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bengaluru. |
| 12.4. | The cost of arbitration shall be borne as per the award of the Arbitrator. |
| 12.5. | Subject to the arbitration in terms of 11.3, the Courts at Bengaluru shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. |
| 12.6. | Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract. |
| 13. | **COMPENSATION:** |
| 13.1. | "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.<br>a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.<br>b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.<br>c) Compensation in respect of each of the victims:<br>(i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)<br>(ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)<br>d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to Section 2 (I) of the Employee's Compensation Act, 1923." |
| 14 | **PENALTY/ LD FOR DELAYED DELIVERY:**<br>LD/Penalty is applicable for delay delivery as per GCC applicable clauses. |
| 15 | **REVERSE AUCTION- Terms and conditions**<br>"BHEL shall be resorting to Reverse Auction (RA)-2021-Doc. No. AA:SSP:RA:05; dated 08.03.2021 (**Guidelines as available on www.bhel.com**) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.<br>• Start price for RA to be L1 of e-bid envelope price bids.<br>• Minimum 2 Techno-commercially qualified bidders are required to conduct RA.<br>• In case of two or three techno-commercially qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid).<br>• In case of four qualified bidders, H1 bidder to be eliminated whereas in case of five qualified bidders, H1 and H2 bidders are to be eliminated.<br>• However, in case of six or more techno-commercially 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 techno - |

| | |
|---|---|
| | commercially qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of bidders who are MSE or qualifying under PPP-MII Order,2017, provided their bids are within their respective margin of purchase preference {presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time}. In case of multiple H1 bidders, all H1 bidders excluding except MSEs and bidders qualifying under PPP-MII, Order 2017, who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal.<br>• Bidders have to submit 'Process compliance form' (to the designated service provider) in the Reverse Auction. Non-submission of 'Process compliance form' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).<br>However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com)." |
| 16 | **CONCILIATION CLAUSE – Annexure IA** |
| 17 | **MAKE IN INDIA CLAUSE**<br>I. For this procurement, Public Procurement (Preference to MAKE IN INDIA) Order 2017 Dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 and subsequent orders issued by the respective Nodal Ministry shall be applicable. Even if issued after issue of this NIT but before finalization of contract WO against this NIT.<br>**II.** In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement same shall be applicable. |
| 18 | **FORMATS** |
| 18.1 | Third Party Non-Disclosure Agreement (NDA) format |
| 18.2 | EFT Format |
| 18.3 | GCC (enclosed with NIT). In case of any conflict between the General Conditions of Contract and NIT Terms, provisions contained in the NIT terms shall prevail. |

## Reverse Auction Form

Event Information

The "BHEL" has contracted …… to conduct this online bidding event. Service Provider shall answer all questions relating to the bidding process and conduct of the Reverse Auction Event.

1. Scheduled Date & Time of the event:
   WILL BE INTIMATED BY …….

Any change in the scheduled time will be duly informed to you in advance.

2. Contact Information

"BHEL-SBD"

A. General Contract Related Queries
Name:
Designation:
Tel Nos.
E-mail ID:
Mobile No:

"Service Provider"

Software Related Queries/ Process related Queries

Name:
Designation:
Tel Nos.
E-mail ID:

TO BE INTIMATED LATER

## Process Compliance Form

To
Service Provider,
---
---.

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the bid document for ---------- (Items) against BHEL Tender No. ……. dated …….

This letter is to confirm that:

1) The undersigned is authorized official of the company.

2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.

3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal -

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

**THIRD PARTY NON-DISCLOSURE AGREEMENT**

I, _____on behalf of the _____ (Name of Company),

acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing,
it is agreed that we will not disclose such information consisting but not necessarily limited to:

•Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.

•Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained
by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at……., this…….day of ……..20 .

Name

Company

Signature

**ANNEXURE IA:**

**MODEL CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018.**

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
   The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter- claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in Format 7 hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in Format-8 hereto.

2. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
3. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
4. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
5. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the
   proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
6. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

7. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.

8. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
9. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
10. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
11. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
12. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
13. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
14. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
15. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
16. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
17. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
18. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.

19. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

20. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

21. The proceedings of Conciliation under this Scheme may be terminated as follows:

**a.** On the date of signing of the Settlement agreement by the Parties; or,

**b.** By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,

**c.** By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,

**d.** By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,

**e.** On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

22. The Conciliator(s) shall be entitled to following fees and facilities:

| Sl No | Particulars | Amount |
|---|---|---|
| 1 | Sitting fees | Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below. |
| 2 | Towards drafting of settlement agreement | In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)<br>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores.<br>Rs 75,000 (per Conciliator)<br>In cases involving claim and/or counter-claim of more than Rs 10 crores.<br>Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL. |
| 3 | Secretarial expenses | Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.<br>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC |
| 4 | Travel and transportation | As per entitlement of equivalent officer (pay scale wise) in BHEL |

| | | |
|---|---|---|
| | Others | As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class |
| **5** | Venue for meeting | Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately. |

23. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
24. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
25. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
26. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
27. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
28. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
29. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
    a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
    b. admissions made by the other party in the course of the Conciliator proceedings;
    c. proposals made by the Conciliator;
    d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

30. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
31. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
33. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**Format 5 to BHEL Conciliation Scheme, 2018**

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

| Sl. No. | Description of claim(s)/Counter Claim | Amount (in INR)Or currency applicable in the contract | Relevant contract clause |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

**Note**– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

**FORMAT-7**

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Subject: NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL

Ref: Contract No/MoU/Agreement/LOI/LOA & date_____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in-spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

| Sl. No. | Claim description | Amount involved |
|---|---|---|
| | | |

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause ---------of Procedure i.e., Annexure ------ to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you Yours faithfully
Representative of BHEL

**Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.**

**FORMAT-8** FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
BHEL (Head of the Unit/Division/Region/Business Group)

Subject: NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY A STAKEHOLDER

Ref: Contract No/MoU/Agreement/LOI/LOA& date_____.
Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in-spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above- referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

| Sl. No. | Claim description | Amount involved |
|---|---|---|
| | | |

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of theParties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause ---------of Procedure i.e., Annexure ------ to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully
Representative of the Stakeholder

**Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.**

**FORMAT-9**

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC

Ref: Contract No/MoU/Agreement/LOI/LOA& date_____.

Sir,

This is with reference to letter dated ---------- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract ...../MoU/Agreement/LOI/LOA, if possible. Name and contact

details of Conciliator(s)

a) .....
b) .....
c) .....

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)… for Kind Information please. Encl: As above

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

Format for E-payment

To:

AGM (Finance)
BHEL-EPD/ Bengaluru
Opp. Indian Institute of Science
Prof. CNR Rao Circle
Bengaluru – 560093

Subject: *E-payments vide RTGS/ NEFT.*

I/ We request and authorize you to effect E-payment vide any two modes to my/ our bank account as per the details given below:

Vendor Name :

Title/ Name of Account in the bank :

Account Type (Saving/ Current) :

Bank Account Number :

Name and address of bank :

Bank/ Branch contact person name :

Bank. Branch phone numbers with STD code :

Bank Branch MICR code :

Bank Branch RTGS IFSC code :

Bank Branch NEFT IFSC code :

Your E-mail address :

Name of the Authorized Signatory :

Contact person Name :

I/ We confirm that information provided above is correct & any consequences due to any mistake in above will be borne by us.

Thanking you,

For

(Authorized Signatory)

We confirm that we are enabled for receiving RTGS/ NEFT credits and we further confirm that he account number of (please mention here the name of account holder) _____, the signature of the Authorized Signatory and MICR and IFSC codes of our branch mentioned above are correct.

Bank's Verification
(Manager's/ Officer's signature under bank stamp)

Note: Please attach cancelled original cheque leaf.

| **Bank Detail (For EMD/SD submission as applicable):**<br>**Bharat Heavy Electricals Limited Solar Business Division Prof. CNR Rao Circle Malleswaram Bengaluru-560012** | | |
|---|---|---|
| 1 | Name of the Beneficiary: | Bharat Heavy Electricals Limited |
| 2 | Name of the Bank & Branch: | IDBI Bank Limited, Trade Finance |
| 3 | Address of the Branch: | Trade Finance IDBI House,58, 1st 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 for EMD/SD Submission

# GENERAL CONDITIONS

# OF

# CONTRACT

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

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*2.16. Strikes & Lockout*

*2.17. Force Majeure*

*2.18. Arbitration and Reconciliation*

*2.19. Payments*

*2.20. Performance Guarantee for Workmanship*

*2.21. Closing of Contracts*

*2.22. Reverse Auction*

*2.23. Suspension of Business Dealings*

*2.24. Other Issues*

# ***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/c BHEL)*
*v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (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 deducting10% 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/notification 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))* x *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 wok 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, Earth quake 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*

**PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)**

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi-110049[1] through its Unit at **BHEL, Solar Business Division, Bangalore** having agreed to exempt_____ ( Name of the Vendor / Contractor / Vendors) with its registered office at_____ [2] (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No._____ dated _____ [3] valued at Rs……[4] ( Rupees ----------)[4] (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs._____[5] (Rupees _____ only),

we ____(indicate the name and address of the Bank) having its Head Office at _____(address of the head Office) (hereinafter referred to as the Bank), , at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs._____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____6 and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee

is made on us in writing on or before the _____[7], we shall be discharged from all the liability under this guarantee thereafter.

We, ____(indicate the name of the Bank)____further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,……. BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed…… [5]

b) This Guarantee shall be valid up to ……[6]

c) Unless the Bank is served a written claim or demand on or before _____[7] all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____

for____(indicate the name of the Bank)__

(Signature of Authorized signatory)

[1] ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited
[2] ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
[3] DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
[4] CONTRACT VALUE
[5] BG AMOUNT IN FIGURES AND WORDS
[6] VALIDITY DATE ((At least 3 months more than completion period)
[7] DATE OF EXPIRY OF CLAIM PERIOD (At least 3 months more than the present date of validity of BG)

**Notes:**

1. The expiry of claim period shall be at least 3 months more than the validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

# GUIDELINES FOR REVERSE AUCTION - 2021

## (AA:SSP:RA:05 dated 08.03.2021)

| Record of Amendments | | |
|---|---|---|
| Amendment No. | Date of issue | Remarks |
| 01 | 10.03.2021 | Clause 10.1 modified |
| 02 | 02.09.2023 | Clause 10.1 modified |

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**BHEL, New Delhi**

# 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) 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 techno-commercially 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, provided their bids are within their respective margin of purchase preference {presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time}.

In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-MII, Order 2017, who are within the margin of purchase preference) 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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**Doc. No. AA:SSP:RA:05**
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## Business Rules for Reverse Auction

**Annexure – I**

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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).

**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).

**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)*, shall be initiated by BHEL.

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