

Bid Document

Bid Details	
Bid End Date/Time	31-12-2021 17:00:00
Bid Opening Date/Time	31-12-2021 17:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	Boiler Auxiliaries Plant Ranipet
Item Category	Custom Bid for Services - OPERATION AND MAINTENANCE OF 5MWp SOLAR POWER PLANT AT BHEL BAP RANIPET()
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the Bidder	6 Lakh (s)
Years of Past Experience required	1 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
SHG Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	2.00
EMD Amount	49742

ePBG Detail

Required	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

RANIPET

Boiler Auxiliaries Plant Ranipet, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Bhel Bap Ranipet)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required

Instruction To Bidder:[1640080773.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1640080779.pdf](#)

Scope of Work:[1640080785.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1640080791.pdf](#)

Service Level Agreement (SLA):[1640080796.pdf](#)

Payment Terms:[1640080802.pdf](#)

Penalties:[1640080806.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1640080811.pdf](#)

GEM Availability Report (GAR):[1640080864.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1640080873.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1640080875.pdf](#)

Custom Bid For Services - OPERATION AND MAINTENANCE OF 5MWp SOLAR POWER PLANT AT BHEL BAP RANIPET (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	OPERATION AND MAINTENANCE OF 5MWp SOLAR POWER PLANT AT BHEL BAP RANIPET
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity of Procurement (to be chosen 1 in all circumstances)	Additional Requirement
1	Kumaraian Lingan	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	1	N/A

Buyer Added Bid Specific Terms and Conditions

1. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditons stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 9810041E

Instructions to Bidder

1. Earnest Money Deposit (EMD) amount of **Rs. 49,742/- (Rupees Forty-Nine Thousand Seven Hundred and Forty-Two Only)**, must be accompanied with the tender in the form of: -

- Demand Draft (DD) drawn from any nationalized bank in favour of "BHEL, Ranipet" payable at Ranipet (or) SBI, Mukundarayapuram (code 7013).
- Fixed Deposit Receipt issued by scheduled banks/ Public Financial Institutions as defined in the company's act. FDR should be in the name of the contractor, a/c BHEL.

Note: If bidder is paying EMD through Demand Draft or Fixed Deposit Receipt (FDR), original copy to be sent to the following address:

**Sr. Engineer/ WCM DEPARTMENT,
ENGG. BUILDING – GROUND FLOOR (WEST SIDE),
BHARAT HEAVY ELECTRICALS LIMITED,
RANIPET, Ranipet DISTRICT,
TAMIL NADU– 632 406.**

Tenders must be addressed to the Sr. Engineer/WCM in a sealed cover by super scribing the tender enquiry number on the cover. Also scanned copy of EMD to be submitted along with the technical bid.

- Pay online (SBI Collect)
 - Visit <https://www.onlinesbi.com/sbicollect/icollecthome.htm>
 - Click "Proceed" button
 - Select "Tamilnadu" in the drop down menu under "State of Corporate/Institution".
 - Select "PSU-PUBLIC SECTOR UNDERTAKING" in the next drop down menu under "Type of Corporate/Institution"
 - Click "Go" button
 - Select "BHEL BAP RANIPET" in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING".
 - Click "Submit" Button
 - Select "EMD" in the drop down menu under "Select Payment Category"
 - Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
 - Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

We hereby accepted above
(signature & seal of bidder)



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d) Bidders can pay EMD through online on below account:

NAME OF BANK	STATE BANK OF INDIA
BANK BRANCH ADDRESS	STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406
ACCOUNT NO	10664849171
MICR CODE	632002003
IFSC CODE	SBIN0007013
SWIFT CODE	SBININBB450

2. The Earnest Money Deposited by the successful tenderer will be retained towards security deposit for the due fulfilment of the contract.
3. In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
4. "No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the contractor by BHEL".
5. "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit".
6. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for.
7. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
8. BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance, the offer shall be disqualified.
9. If the contractor deliberately, gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, Bharat heavy Electricals Limited reserves the right to reject such tender at any stage.
10. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

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11. **AGREEMENT:** The tenderer after award of work by BHEL through letter of intent shall execute an agreement in the form and the manner as specified by BHEL on non-judicial stamp paper of value not less than Rs.100/-. The cost of stamp paper will be borne by contractor.
12. **STAMPING THE AGREEMENT:** The expenses of completing and stamping the agreement are borne by the contractor.
13. **Multiple Bids: -**
The bidder in his own interest shall submit only one id. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:
 - a) Two bids by the same party
 - b) If one bidder is the affiliate of another bidder.

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

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity.
14. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for "Suspension of Business Dealings" or already done will summarily be rejected.
15. **Suspension of Business dealings with Suppliers:**
Any supplier against whom action has been initiated under "suspension of business dealings with suppliers" are not qualified to participate in this tender. Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers. Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.
16. **Treatment of Banned / Under-performing Vendors:**
Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.
17. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.

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18. QUOTING: The tenderer should quote the total lumpsum price for the entire contract scope. Percentage allocation against each rate schedule is provided in price bid for your quoting purpose. Individual schedule rates so derived based on the total lumpsum price shall be deemed to be the contract rate for all purpose.
19. The rates quoted in the tender shall remain valid for a period of three months from the date of technical bid opening for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
20. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
21. If a tenderer withdraws his offer after submission or after acceptance, fails to engage sufficient manpower in accordance with the instructions of the Manager/Production, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.
22. The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
23. Before tendering, the bidders 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. No claim will be entertained later, on the ground of lack of knowledge.
24. In the event of expiry or in capacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.
25. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
26. **If vendor have their MSE Certificate (Micro/small only), EMD need not to pay for this work. They have to submit Udyog Aadhaar or NSIC along with CA certificate for the latest Financial Year / Udyam Registration.**
27. **The price bid shall be evaluated as a package and not as line items. The contract will be finalized based on the overall LOWEST value and will be awarded to single bidder only.**
28. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.
29. The following points shall be taken note while quoting the rates:
 - a) The rate quoted shall be firm throughout the period of contract and extended contract period also. No cost escalation is allowed on any account.
 - b) Sufficient manpower to be provided.
 - c) No work kept unfinished in shift.

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- d) Contractor should not claim for any variation in quantity.
- e) At the end of completion, the contract may be extended on mutual agreement.
- 30. Vendor shall visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works & also the equipment.
- 31. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.
- 32. **Bidders have to submit their offers through GeM portal only.**
- 33. **If vendor have their MSE (Micro / small only) Certificate, EMD need not to pay for this work.**
- 34. MSE CLAUSE: -MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (as below) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through GeM portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate
- b) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years).
- c) EM II certificate along with attested copy of CA certificate (as per prescribed format as below applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
- d) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers) at the time of tender evaluation.

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(Certificate by Chartered Accountant on letter head)

This is to certify that M/s (Herein referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) Dt., Category: (Micro/Small)). (copy enclosed).

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5,2006:

Rs Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act,2006:

Rs Lacs

(Strike Off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs..... Lacs for (Micro/Small) (Strike off which is not applicable) Category under MSMED Act 2006.

Or

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

Date:

(Signature)

Name:

Membership Number:

Seal of Chartered Accountant

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35. Incomplete offers shall become liable for rejection.
36. EMD by the tenderer will be forfeited if
- (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates,
 - (ii) The tenderer does not commence the work within the period as per LOI/Contract. In case the LOI/ Contract is silent in this regard then within 15 days after award of contract.
37. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned. Tenderer has to put sign and seal at the bottom right side in all the pages of tender documents.
38. The tenderer should fill and sign the “checklist of this Tender document” which forms part of the technical bid.
39. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.
40. If a tenderer expires after submission of his offer, the Bharat Heavy Electricals Ltd, may be at their discretion to reject such offer.
41. BHEL reserves the right to negotiate with L1 bidder.
42. Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
43. The tenderer should be present if called for negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
44. The Successful Tenderer shall agree to the following conditions:
- Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
- i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - ii) negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - iii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
 - iv) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.
- The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise. The quantum of work/ nature

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of work to be carried out by the hired crane will be decided by BHEL from time to time and the availability of the combination of work.

45. Discrepancy in "words "& "Figures ":

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date 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 the purchaser, the bid is liable to be ignored.

46. The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.

47. BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or 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.

48. The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.

49. The "GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER" shall be deemed to form an integral part of contract for the work to be entered into.

50. Clause in case of Tie: "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s) - If available, otherwise the same procedures will be carried out to arrive for L1 ranking) Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."

51. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.

52. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.

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53. All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
54. Offers received with any deviation or without relevant information are liable to be rejected.
55. Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
56. The price quoted for this tender must be inclusive of all taxes and duties and GST.
57. For any tender related clarifications contact 04172283043/04172284698. Email Id: arunkumarc@bhel.in , mpcskehar@bhel.in
58. For scope of work /BOQ related queries contact 04172284984/04172284906. Email Id: dvboyane@bhel.in, dvboyane@bhel.in
59. **WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of end user.**

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SCOPE OF WORK

1. **Operation and Maintenance** work of 5 MW Solar Power Plant at BHEL, Ranipet for ONE YEAR contract. Date of commencement of operations and maintenance is **07.03.2022** with all Working Personnel, Tools, Safety equipment's., etc.
2. **Period of O&M:** Vendor shall operate and maintain the Solar Power Plant for a period of one year **from 07.03.2022 to 06.03.2023.** **Vendor may visit the Plant before submitting the offer to know about the functioning of the Plant. Pre Bid meeting of vendors with user department is planned on 24.01.2020 at 13:30 Hrs. at BHEL Ranipet.**
 - a) **Clarification:** Vendors can contact the following mentioned Staff for any clarification on any working day from 0930 hrs to 1300 hrs and 1300 hrs to 1700 hrs (Monday to Saturday)
 - i. S. Muthukkumar LLNO :04172-284950, 4602 ...Reg. Works
 - ii. Mr.Ch. Arun Kumar LLNO: 04172-283043 and Mr. M.P.Chandrasekhar-04172-284698 ...Reg. Terms and Conditions.

3. **Required O&M personnel**

Vendor shall deploy the following mentioned minimum personnel:

- 3.1. **Four Plant Operators** shall be deployed for the operations and maintenance of the Plant. All the four Plant operators should have minimum Two years of Experience in the Operations and Maintenance of 11 KV Solar Power Plant.

Among the four Plant operators, two persons (**Skilled Persons**), shall be of 'C' License Holders for HT operations (11kV minimum) with DEE / BE level qualifications. They should have experience with overall responsibility for complete plant operations. The in-charge shall have competence to deftly handle technical and operational / crisis problems. This is a mandatory requirement.

Other Two Plant Operators (**Semiskilled Persons**) with ITI-Electrician / DEEE / BEEE level qualifications in engineering with competence for operating electrical / electronic / mechanical equipment, taking measurements, data logging / maintaining registers, preparation of reports in computer.

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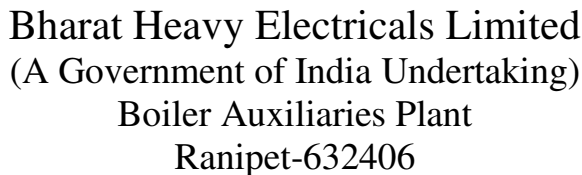
- 3.2. **Sufficient unskilled persons:** for regular house-keeping of Control room/ water cleaning of SPV modules / Grass Cutting under the solar panels and 2M Surroundings of the Solar Panels) / removing Garbage from the Yard / Helping during Maintenance works, Any other cleaning, etc.

The Panel Cleaner workers should have good Experience in Cleaning and House-keeping of Solar Plant.

4. **Required Working good condition Tools and other items (After completion of contract, it can be taken from the site by Contractor).**

- 4.1. Hand Crimping Tool to Crimp 1.5 Sq.mm to 10 sq. mm Lugs....01 set
- 4.2. Hand Crimping Tool to Crimp 10 Sq.mm to 400 sq. mm Lugs....01 set
- 4.3. Air Blower with MIN: Capacity of 600 W (motor capacity).
- 4.4. Small Angle Grinder- 01no, Four inch, 230 V, AC
- 4.5. Heavy duty Lawn Mover (Min: 5HP) ...01 no
Spare Blade...02 nos. shall be maintained in good condition, always.
- 4.6. Grass cutting Knife...10 no's (05 no's issue to panel cleaners and Spare Grass cutting Knife...5 no's shall be maintained in good condition). Grass cutting Knife shall be sharpened, once in a week, using Hand Grinder.
- 4.7. Double End Spanners: From 6mm to 50 mm ...02 sets.
- 4.8. Double End Spanners: From 6mm to 50 mm ...02 sets
- 4.9. Tubular Spanners with extension Rods: From 6mm to 50 mm ...02 sets.
- 4.10. New Hammers: 250 Gram. 01 no., 500 Gram...01no, 01 KG...01 no.
- 4.11. Screw Drivers: Small, Medium, Large. 02 SET
- 4.12. Measuring tapes: 3m ...02 nos., 15M ...01 nos., 50M ...01 nos.
- 4.13. Chisels ...02 nos.
- 4.14. Cutting Pliers, Nose Pliers, Connectors (Each 02 no's), Insulation Tapes, etc.
- 4.15. Hand Drilling Machine (01 no) with Drill Bits (Min: 2mm to 12mm...01sets
- 4.16. Manila Rope: Size: 3/4" x 20M Length ...01 no.
- 4.17. At least Two nos. of New Torch lights (3 cell capacity) with Battery (No: 1050) OR Equivalent Rechargeable Torch Lights in good condition.
- 4.18. Flexible PVC Hose of size 1" Dia x 50 M length x 4 nos. shall be used, for Solar Panel cleaning.
- 4.19. 4 core x 2.5 Sq. mm, PVC, copper, Flexible Cable: 270 Metres.
- 4.20. Angle Grinder, 11000 RPM, DISC DIA: 100 mm, 230 V, 50 HZ,
- 4.21. **And any other Tools and machinery required to carry out O&M with given scope of the work.**

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5. Analog / Digital Meters Working good condition.

- a) Multi meters to check AC and DC Parameters ...02 no's
- b) Tong Testers to check AC and DC Parameters ...02 no's Range:
- c) Meggersa.500V ...01 no's
b.1000V ...01 no's
c.5000V ...01 no's

d) Earth Testers (0 to 10 ohms, 0 to 100 ohms) ...01nos.

All the Above said Meters should have valid Calibrated Certificates.

All the Above said Meters and tools can be taken by the Contractor, after the contract Period is over.

6. Protective Equipment's and other materials:

- a) All O&M personnel shall be provided with one raincoat per person per One year.
- b) Rubber safety Gloves as per ISI :4770 / 1968 / 1991, Working Potential: 7500 V ...03 sets
- c) Gum Boots should be provided for all the Plant operators and Panel Cleaners, once in a year.
- d) At least six no's of New Safety Helmets are to be provided in the Control room
- e) At least 3 no's of New Safety Belts are to be provided in the Control room
- f) At least 4 no's of New Safety Goggles are to be provided in the Control room
- g) New Safety shoes are to be issued to all Plant operators, once in a Year.
- h) Any other personal protective equipment (PPE) that is relevant to ensure human safety.
- i) Names, qualification, work responsibility of personnel shall be listed on a display board within control room.
- j) Attendance register shall be maintained for both the teams.
- k) BHEL shall have right to disallow any O&M employee, if found unfit to perform. BHEL instructions issued in writing shall be binding on vendor who shall replace the person.
- l) O&M personnel at site shall confirm to general regulations in force at site and to any special instructions from BHEL administration.
- m) O&M personnel at site shall be deemed to be aware of damages and risks incidental to conditions of BHEL land and works from time to time and BHEL shall not be responsible for any injury to personnel arising there from.
- n) Training to O&M personnel

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It is the absolute responsibility of vendor to ensure imparting of necessary training to their O&M personnel to get them acquainted with the operations of various electrical and mechanical equipment of the power plant.

- o) First Aid Box with Necessary Medical items, shall be maintained always.

All the Above said Tools, Meters and other items can be taken back by the Contractor, after the contract Period is over.

7. Availability of O&M personnel at power plant:

Vendor shall ensure that Plant Operators are present in the power plant as mentioned Below

1. First Shift: 0600 AM to 0300 PM, (C license Holder + 01 Plant operator = Two Plant Operators)
Tiffin Time: 0830AM to 0900 AM, Meal Time: 0100PM to 0200PM,
2. Second Shift: 0930 AM to 0630 PM, (C license Holder + 01 Plant operator = Two Plant Operators) Meal Time: 0100PM to 0200PM
3. General Shift: 0830AM to 0530 PM, (For Panel Cleaners)
Meal Time: 0100PM to 0200PM
4. Vendor shall ensure that certain minimum operating staff are present at the power plant even on festivals, public holidays and any other unique occasions so that the plant is run under competent supervision on all days.
5. O&M personnel shall, strictly, not use any part of the power plant for their personal / residential purposes. Their presence at the plant shall, strictly, be meant only for the purpose of operation and maintenance of plant.

8. O&M operations – daily basis

- 8.1. Control room cleaning – dry sweeping
- 8.2. Water wash cleaning of toilets, urinals
- 8.3. Logging of parameters of PCUs, ACDB, UPS with Battery, HT panels, transformers, Weather Reports and equipment tripping/ breakdown, EB Failures, etc. as per BHEL requirements.
- 8.4. Recording Parameters of SCADA data station / PC operations for daily monitoring of weather parameters, trend graphs and urgent reporting to BHEL in case of any problems / anomalies observed with any of the parameters.
- 8.5. Removal of garbage from solar array field, switchyard, roads, Control Room, etc.
- 8.6. Checking Transformer Oil Leak, Temperature, etc.
- 8.7. Any other work, related with Solar Power Plant.

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9. O&M activities – weekly basis

- 9.1. Entering Silica GEL status, if necessary, Frying Silica GEL, using Big PAN and Spatula for 06 nos. of Transformers.
- 9.2. First aid box items – medicines and accessories shall be checked if required filled.
- 9.3. Wet mopping of control room

10. Solar Panel Cleaning – once in Two Months.

- 10.1.** All the Solar Modules (19,632 nos.) are to be cleaned using Water and Mobs with Grass cutting under the Solar Panels and 2 meter surroundings of the Solar Panels, at least once in **TWO months.**
- 10.2.** PVC Hose of size 1" Dia x 50 M length (Nipple=2nos, joint connectors=3nos) ... At least 05. Nos. shall be used.
- 10.2.** Big size PVC mob (Mob containing metal should not be used). At least 04 nos. per month shall be used.
- 10.3.** If cleaning of panels once in two months is not carried out ,30% of a monthly bill deducted based on prorated basis of 19,632 no's of panels.
(Example Assume Monthly bill is Rs 2 lakhs, if 1963 no's of panel panels not cleaned due to any reason (Vendor delay/site condition), in 30 % of monthly bill i.e. from Rs 60 thousand, on prorated basis for 1963 panels (10% of 19632 no of panels) Rs 6000 will be deducted.

11. O&M activities – monthly basis

- 11.1.** Submission of values / status of plant parameters and events for the corresponding month, as below, as per BHEL approved formats:
- 11.2.** Daily values of weather parameters (solar energy, wind speed, ambient temperature)
- 11.3.** Daily energy generation
- 11.4.** Events (with date, time) of faults / tripping / breakdown of equipment
- 11.5.** Events (with date, time) of grid outage
- 11.6.** Events (with date, time) of equipment damages, accidents and thefts
- 11.7.** Activities of module cleaning
- 11.8.** Watering Earth Pits (214 nos.)
- 11.9.** Monthly reports shall be submitted to BHEL for all the above data.
- 11.10** Energy generation / meter reading report to be prepared and submitted to the concerned department (TNEB etc.). Signatures from BHEL, Ranipet and substation representatives shall be obtained wherever required.
- 11.11** Preventive maintenance of VCB/ACB/PCU/ Transformer, etc. as per the instructions of BHEL OFFICIAL.

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12. O&M activities – quarterly basis

- 12.1. Cleaning of PCUs, LT panels, HT panels, battery chargers etc to remove accumulated dust.
- 12.2. Monitoring and status review, followed by rectification / calibration / replenishment / replacement actions as necessary and applicable for following:
- 12.3. Cleaning Spare items of all electrical equipment
- 12.4. Checking Safety gadgets
- 12.5. Checking Tool kits and measuring instruments
- 12.6. Checking Pumps, starters
- 12.7. Transformer Oil BDV Should be Checked. for 06 nos of Transformers and submission of reports to BHEL. Transformer Oil Testing KIT can be used on free of cost, which is at Production Building Substation of BHEL.
- 12.8. Pest control for control room: Pest Control of India provided 10 nos of Rat/ snake/ etc. catching Boxes Sticky Pads and Rat Cakes shall be provided for the Boxes whenever required.

13. O&M activities – Half yearly basis

- 13.1.** Cleaning of Sintex Make 5,000 Litres capacity overhead tanks :02 nos. with bleaching powder.
- 13.2. Lubrication of moving contacts (VCBs, GOS switches, Earth switches etc.) with appropriate Petroleum Jelly / Anti corrosive and lubrication Liquid.

14. O&M activities – yearly basis

- 14.1. Supply and Providing Silica Gel Breather for Transformer: 02nos/ Year
- 14.2. Supply and Anti Corrosive Paste...100 Gram Tube ...01 no. per Year
- 14.3 Supply and providing Cotton Mat: Size: Min: 300 mm x 600 mm ... 01 no.
- 14.4 Checking tightness of hardware in solar array structures and tightening wherever required.
- 14.5. Checking tightness of power cable terminations in SPV modules (MC4), SMBs, electrical panels of control room and switchyard.
- 14.6. Anti-Virus Program shall be installed in SCADA, every Year.
- 14.7. Anti-Virus Program Up-dation shall be Done using DATA CARD.
- 14.8. Earth PIT resistance measurements for solar array structures, control room equipment's, switchyard equipment's, lightning arrestors, etc.: Measured values shall be recorded in registers and to be written on all Earth pits neatly using Enamel Paint. Total qty.: 214 nos.
- 14.9. Supply and providing Coir Mat: Size: Min: 300 mm x 600 mm ... 01 no

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15. O&M activities – as and when required

15.1. Monitoring and operation of plant electrical equipment as and when required:

- a) GOS Air break switches (with / without earth switch)
- b) VCB on/off: local operations from outdoor HT panel and remote operations from indoor remote annunciation panel.
- c) Settings of numerical relays in HT panels: review and revision in consultation with BHEL.
- d) ACB and MCCB on/off operations on LT side.
- e) PCU operations: emergency close, LCD displays (selection of settings, monitoring the DC/AC/event/fault status parameters), operation of duct fans.
- f) Battery and battery charger operations.
- g) Bore well pump operations to fill the overhead tanks.

15.2. Coordinating, on behalf of BHEL, and obtaining renewal of statutory licenses, clearances and approvals from state departments such as TNEB / TANGEDCO/CEA/etc. All Statutory FEES will be paid by BHEL.

15.3. Repair and replacement of vendor supplied items, by vendor, with urgent action plans and implementation, when the items are found non-working / damaged. The same shall be reported to BHEL within 12 hours from time of observation.

15.4. Reporting, on an immediate basis (within max 2 hours) of functional problems / damages in BHEL supplied items to facilitate repair / replacement by BHEL. Further, vendor shall correspond / coordinate with respective equipment vendor's / service centres, on behalf of BHEL, for getting the service engineers to the site. Later, coordinating with the service engineers during their visit to site, and assisting them in the trouble shooting process until the problem is resolved. Vendor shall report to BHEL (within max 2 hours) immediately after the problem is resolved.

15.5. Vendor shall keep updating the spares (Related with Plant) inventory at the site every time there is consumption of spare items towards replacement. In case of consumption of spares, the same shall be reported on an urgent basis (with max 2 hours) to BHEL.

15.6. Coordinating with sub-station upon grid failures, line problems etc., and implementing the needful steps to restore the plant to normal operation.

15.7. Theft incidents: immediate reporting to BHEL, Coordination for site inspection by insurance companies and clearance of insurance claims, logging of events (date, time) and maintaining records.

15.8. Accidents: immediate reporting to BHEL, coordinating with hospitals, logging of events (data, time) and maintaining records. Documents to be submitted for BHEL approval after receipt of purchase order.

15.9. Any other work, connected with the Solar Power Plant.

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15.10. Necessary Registers shall be Neatly maintained for Data logging, Module cleaning, Attendance, Earth pit Maintenance, Transformer Maintenance, Break down Maintenance, First Aid Treatment, etc.

15.11. NEW Silica GEL shall be provided, for all Trans formers, once in a Year. Total qty. required: 6 Kgs / year.

15.12. If, any replacement of Silica GEL Breather is needed, shall be replaced by a new one

16. Energy Meter Calibration:

16.1. Calibration of Energy Meter as per IS :14697, shall be done for the...HT TOD ABT Meters, Accuracy: 0.2s, Secure Make or Equivalent, 3 phase, 4 wire, 3 x 63.5v, --/5 A, (Sl. Nos.: 1660 2506 and 1660 2507) ...Bidirectional Type (Import and Export mode), Type: A1800, Model: A188 2RAL N S200.

16.2. Qty. to be Calibrated: 02 nos. / Year.

16.3. Calibrated Certificate shall be submitted in Duplicate.

16.4. Calibration shall be done and co-ordination with TANGEDCO officials as per the Norms of AEE /MRT / Vellore EDC/TANGEDCO / Vellore-6

16.5. Necessary Fees to calibrate the Energy Meters to be paid by vendor and Co-ordination with TANGEDCO officials by the Vendor.

16.6. Energy Meter Calibration Shall be done, when it is required.

17. Please see Annexure for further Detailed supply of items and works.

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ANNEXURE

Requirement of items and other works for 5 MW Solar Power Plant O&M

Sl. No	Monthly Requirement (shall be supplied in the first week of every Month)
1.	Solar Panel cleaning mob 04 nos....Very good Quality.
2.	Insulation tape 4 nos.
3.	Water proof tape : 2nos
4.	Lyzol –Floor cleaning Liquid, 500 ml Bottle. .01 no
5.	Phenol -750 ml. Bottle. 02 nos.
6.	Dettol 200 ml. Bottle.
7.	Harpic Liquid-500 ml Bottle.
8.	Old Cinthol Soap -02 nos.
9.	Long size, Ruled note Book -200 Pages: 02 nos.
10.	Grease -200 gram
11.	Anabond -50 ml Bottle..01 nos.
12.	Ball point Pen : 04 nos.
13.	New Grass cutting Knife...2nos
14.	Waste banyan cloth-1 Kg
15.	PVC solvent- 50 ml...1 nos.
16.	Lubricant oil-100 ml..01 no servo...
17.	Brooms...02 nos.
18.	Refilling First aid Box,
	Requirement, once in 2 months (shall be supplied in the first week of every 2 Months)
01	Rat pad-10 nos. Make: Pest control of India
	Requirement, once in 6 months (shall be supplied in the first week of every 6 Months)
01	1. Rubber Insulating Seamless Gloves , As per IS: 4770 / 1991, Working potential: 7500 V, AC, Length: 385 mm, With Valid Date03 set

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	Requirement, once in a Year (shall be supplied in the first week of every Year)
01	ENERGY METER CALIBRATION NABL approval Lab ...02 nos. (During April 2018 and 2019, Tentative Cost app RS 30,000 x 02 nos.) <u>Meter Details:</u> Electronic Trivector Meter, Make: Secure Meters, Type: E3M024, Model: A188 2RAL N S200, Bidirectional, Accuracy: 0.2S
02	Danger Sticker: 440 V ... 05 nos., Size: 150 mm x 190 mm Danger Sticker; 11000 V ... 20 nos. Size: 150 mm x 190 mm
03	Good Quality Safety Shoes-for contract employee..... For control room operators.
04	Good Quality GUM boot- for all contract employee.
05	Earth pit LID painting & writing Values for 214 no.
06	Big size, Good quality Umbrella 1 nos.
07	Anti-virus Kaspersky CD or equivalent ...01 no...For Computer
08	a. Providing Silica Gel Breather for Transformer: 02nos b. Silica gel: 06 kg.
09	Big size, Good quality Rain Coat 4 nos. Make: Duck Back, Size: XL

Important Note:

1. All the above expenditures shall be borne by the Vendor.
2. Any Leave availed by Panel cleaner / Control Room operator, more than the Government norms, will attract Wage cut on Pro rata basis.
3. All the Terms and conditions mentioned, in this contract and Relevant Statutory requirements shall be followed 100%.
4. All the Expenditures towards Supply of Items, Salary, Bonus, tools, consumables, Grass cutting Machine, etc. shall be borne by the Vendor.

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PRE-QUALIFICATION REQUIREMENT

An essential qualification requirement of the contractor for tender submission shall be as under:

1. An average annual financial turnover of the contractor during the last 3 years ending on 31st March 2021 should be at least **Rs 6.32 Lakhs** and the bidder should submit Audited Balance Sheet and Profit & Loss Account for the last three years (2017-18 & 2018-19 & 2019-20) or (2018-19 & 2019-20, 2020-21) duly certified by the chartered accountant / auditor.
2. Only those bidders who have successfully completed the works i.e. 'HT Operation of 11kV/ O&M of Renewable Energy like Solar, Wind etc./Installation of HT Electrical works/ Maintenance of HT substation' executed in any single year during last 7 years as on 30.11.2021 should be any of the following three categories is applicable.

Similar works should be any of the following categories: -

- a) Three similar completed works each costing not less than the amount equal to **Rs 8.43 Lakhs.**
(or)
- b) Two similar completed works each costing not less than the amount equal to **Rs 10.53 Lakhs.**
(or)
- c) One similar completed works costing not less than the amount equal to **Rs 16.86 Lakhs.**

The above values are excluding GST.

3. Electrical License:

The bidders must have "ESA/EA" grade Electrical License of State Electricity Board of Tamil Nadu / Other States.

Documents to be submitted: -

- a) LOA's of the works completed.
- b) Work completion certificate/ Inspection report for the LOA referred.
- c) Certified balance sheet and Profit loss account statement by the auditor, for the last three years (i.e. 2018-19, 2019-20 & 2020-21).
- d) Electrical License document "ESA/EA" grade

Note: -

- a) Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.
- b) Similar Work Orders Experience & Electrical License should be own name of the firm to meet the eligibility criteria.

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PAYMENT TERMS

Payment shall be made by BHEL on equal monthly basis of the total contract value on submission of reports and invoices/bills (in Triplicate) duly certified by Engineer-in charge of Solar power plant. It will be made within reasonable time from the date of submission of bills along with all the enclosures as required by the BHEL. Payment through electronic fund transfer (EFT) / RTGS) only after deducting Bank charges.

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LD/PENALTY TERMS

If contractor delays the work, Penalty/LD will impose at the rate of ½% of the particular BOQ value per week of delay or part thereof subject to a ceiling of 10% of particular BOQ value.

In addition to that, if the contractor is not able to provide the sufficient Staff, the actual cost incurred in getting the alternate arrangements of same or higher segment subject to availability for the absence day(s) will be recovered in addition to penalty of Rs.1000/- per day will be recovered from the contractor.

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Special Terms and Conditions of the Contract

1. Operation timing of the 5 MWe Solar power plant – 05.45 Hrs to 18.45 Hrs.
2. At any part of the time during Operation of the plant minimum two persons must be available in the plant. One person shall be “c” license holders for HT operations (11 KV minimum) with Engg. Diploma / Degree level Qualifications. Another one person must be minimum with ITI qualifications & two years’ experience in the Electrical field.
3. Unskilled workers are required for Cleaning of the Panels by using Mobbing with water twice in a month. The total no. of panels to be cleaned in 12 working days. (Total no. of panels are 19,632 nos.) Size of each panel is 1Metre x 2 Metre.
4. Unskilled workers are required to clean all the office premises and keep the house in order.
5. All consumables required for cleaning of panels & office premises are in the scope of the Contractor.
6. Small repair works during Shut down period viz. Tightening and cleaning of all panels, Cable replacements are in the scope of work.
7. Attending minor break down works of VCBs panel, ACBs panel, Battery panels, Solar panels, four pole structure, 11 KV transformers etc. are in the scope of work.
8. Periodical removal of vegetation such as weeds, bushes, climbers, grass etc. from the area in and around power plant either manually or by suitable Grass weeding machines.
9. The Contractor to bring adequate manpower every day (suitably deployed in shift operations depending upon the quantum work load / as instructed by BHEL M&S Officials) for carrying out and completion of the daily activities/works that are assigned by the BHEL Officials specified in the Tender Schedule. If the Contractor is not completing the assigned work in time as specified by BHEL, the same will be completed by BHEL engaging alternate resources and the difference in rate of payment with BHEL overheads will be debited/recovered from the Contractor. If such instance repeats frequently it will be viewed seriously. Whenever there is an additional requirement is communicated by the Shipping Officials, as per the need, the contractor should provide the additional manpower for round the clock shifts to carry out the work in time.
10. The Contractor shall be present at the work spot daily and the work shall be carried out under direct supervision of the contractor. However, in his absence, authorized representatives/agent shall be available for receiving instructions and to carry out the work under proper supervision. The work shall not be sub-contracted / delegated.
11. Work Instructions are to be obtained from respective M&S Officials in written/oral. Log Sheets/Log Register/Measurement Book to be maintained (Already certified by the executing authority as and when the works are carried out) and it shall form the

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part of the payment documents. BHEL dispatch documents shall not be enclosed as a proof of carrying out the jobs. Handling, Unloading or Loading and movement are considered as a single activity and claimed accordingly. Any demurrage incurred on account of Lashing/Address writing on wagons due to the default of the contractor shall be attributed only to the contractor's risk and account.

12. Work carried out by BHEL on overlapping areas shall not be included in the claim and any deviations to this will be viewed seriously and treated as a violation to the contract.
13. "BHEL does not guarantee ordering of any minimum quantity on any contractor, or does not guarantee more share for the lowest tenderers."
14. The minimum safety equipment's required to be provided for the contractor's workmen under this contract are safety boots, leather hand gloves, welding screen, welding/cutting goggles and apron. It is the responsibility of the contractor not only to provide the work force with such safety equipment's at their cost as may be considered necessary for the execution of the work but also to ensure their wearing the above safety appliances, failing which corrective action will be taken by withholding the amount recommended by Shipping /Safety Officials for each violation, which may be released only after compliance of the same. The work shall not be commenced without wearing the above safety appliances. The contractor has to give declaration that BHEL Safety Rules and Regulations as stipulated from time to time would be followed strictly. This undertaking shall be given prior to the execution of the contract.
15. "The Contractor shall be liable for the loss or damage to such property from whatever cause, including but not limited to theft, fire, destruction or damage of property due to reasons beyond the control of the Contractor, happening while such property is in the possession or under the control of the Contractor, their employees, workmen or agents or any other person connected with the Contractor."
16. "In case of any internal dispute of the Contractor, such as but not limited to disputes between partners of the Contractor, dispute between Contractor and its employees, the same shall be intimated to BHEL within one (1) month from the date of dispute. Notwithstanding anything to the contrary, BHEL shall not be made a party any suit or legal proceeding in respect of such internal dispute. In case BHEL is made a party to the same, the Contractor and other party(ies) to the dispute, if signatories to this Agreement, shall indemnify BHEL for (a) all direct and indirect costs expended towards such legal proceedings immediately on the issue of a claim notice to that effect from BHEL and (b) any liability that may be imposed in such legal proceedings against BHEL."
17. "BHEL reserves the right to suspend the work or part thereof put a hold on further loading to the Contractor at any time for any reason at its discretion and no claim whatsoever on this account will be entertained. "

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18. "Notwithstanding anything to the contrary, BHEL shall have the full rights to exclude the Contractor or any of its employees/ vendors, etc. from the BHEL premises".
19. "The Contractor hereby understands and agrees that BHEL BAP Ranipet is a prohibited place under the Official Secrets Act and undertakes to comply with all legal and other provisions, and directions as may be issued from time to time by the concerned authorities including the Security Department of BHEL".
20. As required under the Tamilnadu contract Labour (Regulation and abolition) rules 1975, the contractor will have to obtain the License in advance. This should be produced as and when demanded, if not, appropriate action will be taken against the contractor.
21. Since with effect from 01.11.1990 Provident Fund becomes applicable for engagement of a worker even for a single day, deduction of PF by the contractor has to be ensured. All such contractors have to apply to the PF Commissioner and get a separate code number allotted to them if they have not already been allotted a number or registered elsewhere or they are an exempted establishment having their own PF Trust etc. Proof of deduction as well as remittance of the PF dues to the appropriate authorities has also to be shown and proper records maintained.
22. The Contractor has to apply and provide ESI facilities to all his employees concern. Similarly, the contractor shall cover all his workers under ESI scheme and produce the enrolment/Code number allotted by ESI Authorities. The contractor shall be asked to furnish along with the bill each month for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities.
23. The workmen engaged under this contract shall be covered by a comprehensive insurance scheme in the joint names of the contractor and BHEL. A copy of the attested policy along with premium receipt shall be deposited with BHEL before commencement of work.
24. The contractor shall pay the minimum wages to his workers not less than the wages that are being notified by the Tamilnadu Government under the minimum wages Act effective from 01.04.2021 applicable for Engineering and Fabrication industry from time to time.
25. The contract labourers shall also be allowed paid Weekly Off as per rules.
26. The contractor has to ensure payment of the statutory prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities.
27. **GST: -**
Registration & GST Rate:
 - a) Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).

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- b) Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
- c) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d) Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment:

- a) The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
 - i. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
 - ii. HSN Code or Service Accounting Code for supply of goods or services.
 - iii. Name & address of supplier
 - iv. GSTIN of Supplier
 - v. Consecutive Serial Number & date of issue
 - vi. Description of goods or services
 - vii. Total value of supply
 - viii. Taxable value of supply
 - ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - x. Amount of Tax charged
 - xi. Place of supply
 - xii. Address of delivery if different from place of supply
 - xiii. Signature of authorized signatory
- b) Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
 - i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.
 - iii. Submission of Tax Invoice to BHEL.
 - iv. Submission of proof of payment of GST to BHEL.
 - v. Availing of Input Tax Credit by BHEL.

Input tax credit:

- a) In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
- c) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the

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data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).

- d) For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

Penalty for Non-compliance of GST Act:

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

Anti-profiteering Measure:

Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

Other Provisions:

- a) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- b) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- c) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.
- d) If any changes in GST (statutory variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the contractor only. The required compliance under relevant statute shall be carried out.

28. TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.

- a) The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- b) The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
- i. The contract labour (Regulation and abolition Act 1970) and the related Central Rules 1971.

The minimum wages Act 1948 and the related Tamilnadu Rules.

- ii. The payment of wages Act 1936 and the related Tamilnadu Rules.
- iii. The Factories Act 1948 and the related Tamilnadu Rules.
- iv. The Employees Provident Fund and Miscellaneous Provisions Act 1952.
- v. The Employees State Insurance Act 1948.
- vi. The workmen's Compensation Act 1923.

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- vii. The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.

c) REGISTRATION AND LICENSING:

Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:

- i. The name of the contractor.
- ii. Nature of contract work.
- iii. Period of work.
- iv. Number of maximum labour employed by him on any one day.
- v. License No. and date (applicable in case of contractors employing 20 or more worker)
- vi. Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

- d) The contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Labour Commissioner(Central) Chennai. This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
- e) The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- f) The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.
- g) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.
- h) The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.

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- i) **Minimum wages to be paid (30 man days in a month) by the contractor (in INR).**

Description	For Unskilled Worker	For Semi Skilled Worker (Fresh ITI)	Skilled Worker (ITI Holder with 3 years' experience/Diploma Holder/ BE holder)
Basic Pay as on 01.04.2021	7,650	7,950	8,205
Dearness allowance as on 01.04.2021	5,717	5,717	5,717
BHEL Adhoc per month	3,200	3,700	4,100
Total wage per month	16,567	17,367	18,022

Adhoc amount for contract workmen will be subsumed with any increase in Dearness Allowance / Basic wages.

- j) Payment of Bonus to be ensured as per Bonus act. The contractor has to pay the wages to their workers through worker's Bank account only.
- k) The contractor has to pay the wages to their workers through worker's Bank account only. no hand payment will be acceptable.
- l) The statutory requirements like PF (with sealing of Rs. 15,000), ESI will be applicable for the actual total wage per month inclusive of BHEL Adhoc. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.
- m) The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period in case the wage period is one week or a fortnight & in all other cases before 10th day of the following month.
- n) All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
- o) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- p) Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.
- q) The contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL management.
- r) The above payment shall be verified by the authorized officers/representatives of BHEL with the following certificate on the payment sheet certified that the

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amount shown in column No. has been paid to the workmen concerned in my presence on at

- s) A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In-charge each month.
- t) A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.
- u) Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form.

- i. Serial Number
- ii. Location
- iii. Period of work
- iv. No. of contract labour engaged during the month
- v. No. of days worked
- vi. No. of man days worked
- vii. Wages paid to his/her workers

The above statement shall be furnished to BHEL management at the end of every month

- v) The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and related Central Rules 1971 shall be maintained by each contractor.
 - i. Register of persons employed by the contractor.
 - ii. Employment Card.
 - iii. Service Certificate.
 - iv. Muster Roll, Wage Register, Deduction Register, Wage slip, Over time Register, Register of fines, Register of advances etc.,
- w) The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.
- x) Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
- y) The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
- z) The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
- aa) The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.
- bb) All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and Rules shall be produced on demand by Inspector or any Authority under the Act.
- cc) No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.

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- dd) The contractor shall inform BHEL Management in the prescribed form details or the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.
- ee) The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
- ff) The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- gg) The contractor shall give four paid national holidays to his workers, viz 26th January, 1st May, 15th August and 2nd October. The contractor shall ensure that his/her workmen vacate the premises after the shift is over.
- hh) The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
- ii) The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamilnadu contract labour Rules.
- jj) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer In-charge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
- kk) The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act).
- ll) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
- mm) The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is 0.75% of wages to be recovered from his/her workmen and 3.25% of wages to be contributed by the contractor. Contribution recovered from employee and

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contribution made by the contractor may be rounded to the next higher multiples of five paisa.

- nn) The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
 - oo) The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.
 - pp) All employees are eligible to become a member of provident fund from the date of joining the establishment and the worker and contractor contributions are 12% and 13% respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.
 - qq) The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
 - rr) The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
 - ss) Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
 - tt) The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
 - uu) In case of noncompliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.
 - vv) Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.
 - ww) Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.
29. WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc. is the responsibility of end user.
30. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason.

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Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.

31. The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.

32. SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR

- a) The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
- b) Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
- c) Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
- d) No material of any kind shall be dropped or allowed to be dropped from any height.
- e) Defective ladders shall not be used at all.
- f) Inflammable materials shall not be stored near places where the sparks are likely to occur.
- g) The necessary safety equipment such as gloves, boots, helmets etc. must be issued to the workmen at contractor's cost and strictly to be used while carrying out the work.
- h) Appropriate safety equipment (like safety boots, gloves, goggles, helmet etc.) are to be supplied by the contractor for his workers from day one onwards and should be used during all processes. If the contractor's workers found violating the safety precautions, punitive action will be taken and or a penalty of Rs.500/- to Rs.1000/- will be imposed and deducted from the contractor bill for each violation.
- i) The working area shall be kept clean and free from all obstructions.
- j) All temporary electrical connections shall be properly earthed, insulated and periodically checked.
- k) The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
- l) All safety precautions are to be taken by the contractor at his cost.

These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

33. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
34. Unless the contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.
35. BHEL will not bound by any power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They

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- may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
36. Words imparting the singular number shall have deemed to include the plural number and vice versa where the context so require.
37. The expenses for completing and stamping the agreement shall be to the contractor's account.
38. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special conditions of contract, those contained in the specifications approved by BHEL, shall apply.
39. The "GENERAL CONDITIONS OF CONTRACT" and "SPECIAL CONDITIONS OF THE CONTRACT" shall be deemed to form an integral part of contract for the work to be entered into.
40. The filled ESI declaration forms shall be submitted to the Executive of HRM Dept. In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
41. ESI contributions (0.75% employee's contribution + 3.25% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number. Along with the challan copy, the details of remittance shall be submitted to the concerned HRM Executive in the ESI compliance form.
42. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.
43. The workers' particulars such as Name, Age, Father's name, address, Phone no, etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.
44. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).
- a) Muster Roll
 - b) Register of Wages
 - c) Register of Deductions
 - d) Register of Overtime
 - e) Register of Fine
 - f) Register of Advance
 - g) Wage slips
 - h) Register of Accidents

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- i) Register of Leave with Wages
- j) ESI Register in Form-7

All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.

- 45. In case a contract labourers meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) within 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
- 46. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
- 47. Contractor should employ only persons having sound health and not above the age of 60 years, and not below the age of 18 years.
- 48. The Contractor agrees that no claim for interest or damages will be entertained or be payable by BHEL in respect of any money or balances or amounts of whatsoever nature which may be lying with BHEL owing to any disputes or differences between the parties irrespective of whether the same is decided by any authority to be paid or returned to the Contractor."
- 49. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.
- 50. Certificate by the executing department that all statutory requirements including PF, ESI, Minimum wages, Insurance, GST, etc. are complied with by the Contractor. This should be duly backed by the relevant documents".
- 51. If the contractor is not able to provide the sufficient manpower for a period of continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the contractor. In the event of contract termination, security deposit paid by the contractor will be forfeited.
- 52. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

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General Conditions of Contract

1. DEFINITION: -

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the officer-in charge with in the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "Contractor" means, the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or company or the successors of the form or company and the permitted assigns of such individual or firm or company.
- d) "The officer-in charge" means, the office deputed by the Head of WCM dept. to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of Head of WCM dept., or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICAL LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other administrative office of the sad company including Head of WCM dept. authorized to invite tenders and enter into contract for works on behalf of the company.
- g) The "Contract sum" means, the sum accepted or the sun calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of work during the currency of the contract.
- h) A "week" means, seven days, without regard to the number of hours worked or not worked in ay day in that week.
- i) A "day" means, the day of 24 hours (Twenty-Four) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in

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the district where the work is carried out or as laid down in the BHEL regulation.

2. **HEADING TO THE CONTRACT CONDITIONS:** -

The heading to these conditions shall not affect the interpretations thereof.

3. **WORK TO BE CARRIED OUT:** -

The contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of work. The contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. **DEVIATIONS:** -

The contractor shall not carry out any work not covered by schedule except in the pursuance of the written instructions of HEAD OF WCM DEPT. /WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by the BHEL in writing and incorporated in the contract.

5. **OCTROI AND OTHER DUTIES:** -

All charges on account of octroi terminal or sales tax or other duties on materials obtained for the work shall be borne by the contractor.

6. **PLANT AND EQUIPMENT:** -

The contractor shall at his own expense, supply all tools, plant and equipment (herein after referred to as T&P) required for the execution of the contract.

7. **ASSIGNMENT OF TRANSFER OF CONTRACT:** -

The contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

8. **SUB-CONTRACT:** -

The contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

9. **COMPLIANCE TO REGULATIONS AND BYE-LAWS:** -

The contractor shall confirm to the provisions of any statute relating to the work and regulations and bye-laws of any local authority. The contractor shall be bound to give all notices required by statute regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

10. **SECURITY DEPOSIT:** -

SECURITY DEPOSIT shall be collected from the successful tenderer. The total amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Mode of Deposit:

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- a) Cash (as permissible under the extant Income Tax Act).
- b) Local Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d) 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).
- e) 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).

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.

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.

EMD of the successful tenderer will be converted and adjusted against security deposit.

EMD and security deposit shall not carry any interest.

11. Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

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12. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
13. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
14. All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.
15. **ORDERS UNDER THE CONTRACT:** -
All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him.
16. **CONTRACTOR'S SUPERVISION:** -
The contractor shall either himself supervise the execution of the contract or shall appoint a complement agent acceptable to the HEAD OF WCM DEPT. /WCM to act in his stead. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself. The contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the HEAD OF WCM DEPT. /WCM or the OFFICE-IN CHARGE, to received instructions.
17. The HEAD OF WCM DEPT. /WCM shall have full powers and without assigning any reason, required the contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is in his opinion undesirable. The contractor shall not be allowed any compensation on this account.
18. **LABOUR:** -
The contractor shall remain liable for the payment of all wages or other moneys to his work people or employees under the payment of wages act 1936, Employees Liability Act 1938, Workmen Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

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19. PRECAUTIONS UNDER RISK: -

The contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purposes.

20. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN: -

The contractor shall at his own expenses reinstate and make good to the satisfaction of the HEAD OF WCM DEPT. /WCM and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation act or otherwise.

21. LAWS GOVERNING THE CONTRACT: -

The contract shall be governed by the India laws for time being in force.

22. CANCELLATION OF CONTRACT FOR CORRUPT ACTS: -

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any if the following cases and the contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the contractor shall: -

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service.

(OR)

- b) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

(OR)

- c) obtain a contract with BHEL as a result of ring tendering or by non-bonfire methods of competitive tendering, without first disclosing the fact in writing to BHEL.

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23. RISK PURCHASE CLAUSE AS PER BHEL SOP DT. 10.10.2017: -

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by HEAD OF WCM DEPT. /WCM or his authorized officials and continues in that state after a reasonable notice from HEAD OF WCM DEPT. /WCM or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by authorized officials of Shipping/ Stores/ M&S which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by HEAD OF WCM DEPT. /WCM or the same shall be recovered from the Contractor by other means.

24. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUBLETTING OF CONTRACT: -

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:
If the contractor,

- a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

(OR)

- b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

(OR)

- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by concerned executive of OP&C department which is final and conclusive) being less than the contract cost, the advantage shall accrue

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to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by HEAD OF WCM DEPT. /WCM or the same shall be recovered from the Contractor by other means.

- e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the HEAD OF WCM DEPT. /WCM whose decision shall be final and conclusive.

25. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT: -

If the contractor,

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from HEAD OF WCM DEPT. /WCM or his authorised representative.
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder.
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by concerned executive of OP&C department which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by HEAD OF WCM DEPT. /WCM or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the HEAD OF WCM DEPT. /WCM whose decision shall be final and conclusive.

26. TERMINATION OF CONTRACT ON THE DEATH OF CONTRACTOR: -

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

27. SPECIAL POWER TO TERMINATION: -

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the HEAD OF WCM DEPT. /WCM shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or

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advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

"If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years."

28. RECOVERY FROM CONTRACTOR: -

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

29. POST TECHNICAL AUDIT OF WORK AND BILLS: -

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

30. SIGNING OF CONTRACT: -

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

31. FORCE MAJEURE CLAUSE: -

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the HEAD OF WCM DEPT. /WCM subject to prompt notification by the contractor.

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32. ARBITRATION: -

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the HEAD OF WCM DEPT. /WCM or Accepting Officer or any other person is by the contract expressed to be final and conclusive. All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract. Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.

33. Arbitration and Jurisdiction:

a) The jurisdiction for any arbitration/settlement of contractual/ legal issues between contractee and contractor, shall only be at the court of Ranipet. Any dispute between BHEL and the Contractor arising out of or in connection with this Contract, other than those for which BHEL decision is final, shall be referred to arbitration by a sole arbitrator to be appointed by BHEL, BAP Ranipet.

b) The place of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience at such places as per his discretion.

c) The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract

d) Subject to the above, the courts at Ranipet alone have the jurisdiction to decide any dispute arising out of or in respect of the Contract."

34. 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.

35. SETOFF CLAUSE: -

"BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "

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36. Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/ or delay, time shall be the essence of the contract.
37. "Where the Contractor (whether a proprietorship, partnership, company, Hindus Undivided Family or otherwise) commits a default or breaches the Contract and the proprietor/ partner/director/ member of such entity is also a proprietor/ partner/ director/ member of another entity that is registered with BHEL (in Ranipet or any other unit of BHEL), BHEL shall have the right to recover losses due to the default or breach, whether direct, indirect or consequential, either from the defaulting/ breaching entity or the other said entity or both. Such right shall also include the right to encash any security (in any form such as but not limited to bank guarantee, demand draft, FD, etc.) _ furnished by either or both entities. Without limiting the applicability of the foregoing, it shall not be a defence to the other said entity for enforcement of such a right that:
- (a) both entities are legally distinct/ separate entities, or
 - (b) the management of the entity/ partners/ directors/ members of such other entity were not aware that the proprietor/ partner/ director/ member of the defaulting/ breaching entity was also a proprietor/ partner/ director/ member of the other said entity."
38. Without prejudice to the above, the Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
- a) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - b) negligence or wilful loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.
 - c) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise default by the Contractor, or any of its sub-contractor, or any of their respective employees.
39. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
40. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

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41. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
42. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
43. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
44. No interest shall be payable by BHEL on Earnest Money/ Security Deposit/ or any money due to the Contractor by BHEL.
45. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
46. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b). Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites. c). Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/- (Rs. Ten lakh) (ii) In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven lakh) d). Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.
47. For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by user dept.
48. Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.
49. **SUBMISSION OF BILLS BY CONTRACTOR:** - The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the concerned executive of OP&C department

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separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- a. Deviation from the items provided in the contract documents.
- b. Extra items / new items of work.
- c. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

50. PAYMENT OF BILLS: - All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" OR by NEFT / RTGS payment within a reasonable time after the certification of bills by the authorized officials of BHEL.

51. SUSPENSION OF BUSINESS DEALINGS: -

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

(https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf)

52. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

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CHECK LIST

(to be filled by Bidder)

S No	Description	To be filled by bidder
1	Name of the Tenderer	
2	Address for Communication	
3	Email Cell Phone Fax	
4	Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify	
5	Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.	
6	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished. (Photo copy is to be enclosed)	
7	PAN no and documentary proof (Photo copy has to be enclosed)	
8	The GST heads under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed.	
9	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
10	Applicable GST quoted Note: Please refer clause no.27 (page no. 3) of Special Conditions of Contract regarding GST.	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@ _____%
11	EMD Details	
12	MSE Details (along with CA certificate)	

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BILL OF QUANTITY

Description of work	Contract Period	Total Value for one year in Rs. (C)
Operation and maintaining of 5 MW solar power plant at BAP BHEL Ranipet for one year period as per detailed scope of work fully to be followed.	One Year	To be quoted by the bidder in GeM portal only (including GST)

Applicable GST: _____ % (to be mentioned here)

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DECLARATION

I/We M/s.
have read and clearly understood all the Terms and conditions in Tender Schedule of and
accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Ranipet or any other BHEL Unit.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor /common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

We hereby accepted above
(signature & seal of bidder)