



**Bharat Heavy Electricals Limited**  
**ELECTRONICS DIVISION**  
**Mysore Road, Bangalore – 560026**

SC&PV - ENGG. DEPT.

**NOTICE INVITING TENDERS**

1. TENDER NUMBER(RFQ) : **EDN: SCPV: O&M:FIVE YRS:MEJIA:WBSIEDCL:01, 12.07.2017**
2. NAME OF WORK : **Operation and maintenance of 10 MW Solar power plant for five years at Mejia, District Bankura, for WBSIEDCL, WEST BENGAL**
3. ESTIMATED COST : Rs.199 Lakhs (approx.)
4. EARNEST MONEY DEPOSIT : Rs.2.00 Lakhs
5. SECURITY DEPOSIT : SD value will be 5 % of Contract value.  
50% of SD including EMD shall be submitted before start of work.  
Balance will be recovered from running bills at a rate of 10%. (SD does not carry any interest)
6. DURATION : 5 years (from the date of site handover for O&M, before Dec 2017)
7. LAST DATE AND TIME FOR SUBMISSION : **Before 01:00 P.M on 04.08.2017**
8. PLACE OF SUBMISSION OF TENDER DOCUMENT & ADDRESS : V Radhakrishnan, AGM (SC&PV- ENGG.)  
5th Floor, New Engineering Building,  
BHEL- Electronics Division  
Mysore Road, Bangalore -560 026.
9. DATE AND TIME OF TECHNICAL BID OPENING : **ON 04.08.2017 AT 01:30 PM**

This tender contains documents as below:

TENDER NOTICE

PART-I: Technical-cum-commercial-bid – 6 sheets

PART-II: Information to Tenderers (including General conditions of contract and Special conditions of contract) - 22 sheets

PART-III: Price-bid – 2 sheets

Documents to be submitted along with tender:

Offer shall be submitted in two individually sealed envelopes and then put and sealed in a combined THIRD envelope.

- A) **FIRST ENVELOPE** to be sealed with details of **Part-I and Part-II** as below:  
Filled-in Part-I (Technical-cum-commercial bid -6 sheets) with attachments of:  
Financial details of previous years turnover and IT returns, completion certificates for similar works previously executed, GST registration certificate, PAN copy and any other details as asked for).  
Part-II contains the conditions of the contract as GCC and SCC and needs to be signed and sealed on each sheet by the Contractor.
- B) **SECOND ENVELOPE** to be sealed with filled-in PRICE BID ( Part-III format)
- C) **BOTH ENVELOPES to be put and sealed in THIRD ENVELOPE**. Third envelope shall be addressed to V Radhakrishnan, AGM (SC&PV-Engineering), BHEL, Electronics Division, Mysore Road, Bangalore 560 026.  
**All envelopes should have name of the Contractor / tender no and date / work details.**

**NOTE: The Tenderer shall return the duly filled in Tender document after signing on all pages and submit.**

**PART-I TECHNICAL-CUM-COMMERCIAL BID**

(To be furnished by the Bidders)

01. NAME OF THE WORK : Operation and maintenance of 10 MW Solar power plant  
(All listed works shall be undertaken and executed) for five years at Mejia, District Bankura, for WBSEDCL West Bengal
02. ESTIMATED PRICE : **Rs. 199** Lakhs
03. COMPLETION PERIOD/DURATION : **5 years** (FROM DATE OF HANDING OVER OF SITE)
04. NAME OF THE CONTRACTOR:
05. ADDRESS
- (A) OFFICE :
- E-mail :
- TEL. PH. NO. :
- (B) RESIDENCE :
- TEL.PH NO :
06. STAFF STRENGTH :
- (A) TECHNICAL :
- (B) GENERAL :
07. a) SCOPE OF WORK : UNDERSTOOD/ NOT UNDERSTOOD  
(As per schedule of items)  
b) Accept to execute all activities :  
in total
08. FINANCIAL TURN OVER DURING  
LAST 3 YEARS (please enclose copy of details):  
Details of balance sheets to be furnished.

**CONTRACTOR**  
**(With Seal)**

**EMPLOYER**

09. PRE-QUALIFICATION CRITERIA:

- (I) EXPERIENCE CERTIFICATE SUCCESSFULLY :  
HAVING COMPLETED SIMILAR WORKS WITHIN  
LAST 7 YEARS FROM DATE OF TENDER NOTICE  
**(Copy of completion certificate to be enclosed)**  
Indoor or Outdoor works (of completed or  
Ongoing contract) electrical works including  
Minimum 33 kV works in Power plants or Sub-stations  
In India with scope including supply and / or  
Erection and / or O & M completed up to the extent of

- (a) Three similar works of each costing not less than Rs. 20/- Lakhs  
(b) Two similar works of each costing not less than Rs. 25/- lakhs  
(c) One similar work of each costing not less than Rs. 40/- lakhs

- (II) Average annual financial turnover during the last :  
three years ending 31<sup>st</sup> March 2017 should be  
More than Rs. 75 lakhs.

10. EMD PARTICULARS (Submission, write details) :

11. a) WHETHER REGISTERED WITH GOVT. AGENCIES :  
SUCH AS CPWD/STATE PWD/MES/RAILWAY/  
OTHER PUBLIC SECTOR UNDERTAKING ETC.  
(For information only)  
b) VALIDITY OF REGISTRATION :

12. BHEL PAYMENT TERMS : WHETHER ACCEPTABLE / NOT

13. **Comprehensive Insurance policy** :  
Agreeable to take insurance (CAR policy) for all  
his persons

14. Labour licence (Agreeable to take) :

15. Agreeable for PF / ESI for his persons:

16. **Agreeable for Risk-Purchase clause** : In case vendor does not execute any of the jobs within 30  
days, BHEL reserves the option to execute the same  
themselves and the cost incurred will be deducted from  
the vendor's bills.

**17 Documents required to be submitted along with offer:**

- 1) Copy of PAN/GIR No. Registration Certificate issued by Income Tax Authority
- 2) Certificate of TIN Number
- 3) GST registration certificate
- 4) Registration Certificate with ESI and PF Authority
- 5) Income Tax Returns for last Three years
- 6) Balance Sheet and Profit & Loss Account for the last Three years
- 7) Annual Turnover for the last Three years duly certified by auditor
- 8) Work on hand (required for bid capacity also)
- 9) Availability of Technical personnel.
- 10) Registration with BHEL/CPWD/other Govt. organization if any.
- 11) Any other statutory requirement as per the local government body if applicable.

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**18. Special Conditions:**

- (i) This is an Operation & maintenance contract in which Daily and monthly activities to be performed at the site is specified. In case the Contractor fails to perform a particular activity, BHEL reserves the right to get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor in case the Contractor fails perform the due activity even after a period of four weeks by BHEL, in the event of:-
- a) Contractors continued poor progress
  - b) Withdrawal from or abandonment of the work before completion of the work.
  - c) Contractor's inability to progress the work for completion as stipulated in the contract
  - d) Poor quality of work
  - e) Corrupt act of Contractor
  - f) Insolvency of the contractor
  - g) Persistent disregard to the instructions of BHEL
  - h) Assignment, transfer, sub-letting of contract without BHEL's written permission
  - i) Non fulfillment of any contractual obligations
  - j) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute job as per required schedule.

The liquidated damages/penalties arising out of Risk and Cost as explained under Sl.no (v). BHEL shall recover the amount from any money due from Contractor, or from any money due to the contractor including security deposit, or by forfeiting any T & P or material of the

- (ii) The liquidated damages/penalties arising out of Risk and Cost as explained under Sl.no (v). BHEL shall recover the amount from any money due from Contractor, or from any money due to the contractor including security deposit, or by forfeiting any T & P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.

**19. Documents to be submitted on award of work (as applicable):**

- (a) Contract Agreement in stamp paper of Rs.200/- denomination
- (b) Electronic Fund Transfer Form duly signed & sealed by banker along with cancelled cheque copy
- (c) Labour license of the workmen engaged valid for contract period
- (e) Workmen Compensation Insurance Policy for the workmen engaged valid for contract period
- (f) Deduction of VAT (WCT) at source would be enforced from the running bills at the rates prescribed unless exemption certificate is produced from the concerned authorities.

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**20. The following documents are to be submitted along with the Running Account Bills for processing of payment:**

- a) GST Tax Invoice with details of TIN number of BHEL and contractor.
- b) Format for each activity for the month duly filled by the Contractor and certified for completion by BHEL Site Engineer.
- c) Provident Fund Remittance challan of previous month.
- d) ESI Remittance challan of previous month.
- e) Invoice submitted along with running bills to indicate the GST tax charged and bear the GST Tax Number.
- f) Labour licence copy
- g) Bill submitted subsequently to be accompanied with a declaration that GST Tax liability on the earlier bill has been discharged
  - i. by paying money to the Government (along with Tax paid Challan copy)
  - ii. by utilization of Input GST tax Credit

**21. The following documents to be submitted to BHEL site office for review on every 5<sup>th</sup> day of the month**

- a) Form of Register of Workmen. ( Regulation 7)
- b) Form of Employment Card. ( Regulation 8)
- c) Form of Wage Slip.(Regulation 9)
- d) Form of Registration of Wages-Cum Muster Roll. ( Regulation 9)
- e) Form of Register of Deductions for damage or loss caused to the BHEL by neglect or default of the employed persons. ( Regulation no. 10 (vii))
- f) Form of Register of Fines ( Regulation no. 10 (VII))
- g) Any addition and deletion in formats as per statutory requirement shall be responsibility of contractor.

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**EMPLOYER**

## SCHEDULE OF WORKS

Sl No	Activity description	Qty	Remarks
1	Water cleaning of solar modules of approximately 35000 modules.	60 times (for 5 years)	Each solar module of 2m x 1m size, 20 solar modules mounted on each structure Water will be from borewells already installed at site. BHEL has installed pipeline network to facilitate water flow to Solar array. In case of natural cleaning of solar modules by rains and cleaning not done, no payment is due for the month.
2	Grass cutting - maintaining of plant without grass	60	(i) Minimum 2 nos of labour to be allocated for this activity. (ii) Petrol expenses shall be in vendor's scope for operation of the grass cutting machine (iii) BHEL will supply 2 nos of Grass cutting machine. Maintenance of the machine is in vendor scope.
3	(i) Logging of DC, AC, grid parameters (current, voltage, power, energy) at PCUs & HT panels, transformer temperatures, equipment tripping/ breakdown, grid outage as per BHEL formats. (ii) 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. (iii) Monthly earth resistance measurement (Grid and individual) (iv) Solar modules string currents measured at SMBs (v) Watering of chemical earth pits (vi) Night shift operation of one technician.	60	Minimum 3 technicians. The minimum works are indicated. Monthly reports to be prepared and submitted by mail to BHEL for the various parameters as Earth resistance, String current, Energy exported.
4	Management of O & M activities- Allotment and supervision of O & M works (ii) Interaction with customer (iii) Report writing to BHEL on monthly basis (iv) Monthly downloading of data from ABT meter using CMRI.	60	One engineer with 33 kV working competency. (i) Mailing Daily report mails to BHEL. (ii) Work includes coordinating with sub-station upon grid failures, line problems and implementing the needful steps to restore the plant to normal operation. (iii) Theft incidents: immediate reporting to BHEL, filing FIRs at police stations on BHEL behalf, coordination for site inspection by insurance companies and clearance of insurance claims, logging of events (date, time) and maintaining records. (iv) Accidents: immediate reporting to BHEL, coordinating with hospitals, logging of events (data, time) and maintaining records.
5	O & M works related to maintenance with respect to removal and erection of replacement (new) supplied by BHEL, Silica gel replacement, replacement of failed 33 kV cable, 33 kV HT termination kits replacement for failed ones (BHEL will supply termination kit and installation in vendor scope), trouble-shooting of solar array problems as DC earth fault, Upkeep and trouble-shooting of all electrical equipment (Battery, battery charger, 2800 kVA ONAN transformers, ACDB, UPS, SMB, solar modules works, 33 kV VCB, 33 kV CRP panel, etc.)	60	Minimum 3 technicians and minimum 3 labour. Main spares will be in BHEL scope.
6	Annual maintenance of transformer with respect to BDV measurement, Oil filtering as required, replacement of gasket, arresting oil leakages of CT, PT transformers, trouble-shooting of 33 kV HT faults, other related electrical works.	5	Main spares will be in BHEL scope.

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7	Annual testing and calibration of 33 kV HT equipment as PC-VCB panels Qty: 9 nos, CRP panels Qty: 9 nos, Numerical relays - testing and calibration.	5	Through competent agencies as approved by BHEL.
8	Deployment of security personnel for the plant - 4 personnel in day time (ii) 4 personnel in night time	60	(i) In case of theft, FIR to be lodged (ii) securing 42 acres land area including storage yard
9	Provision of drinking water in Control room for all days	60	
10	General maintenance works as repair of plumbing works, minor repair works of civil, Garbage removal from solar array area. Also daily cleaning activity for Inverter rooms and Control room including toilet is included.	60	
11	Checking and re-filling AS REQUIRED of Fire cylinders,	60	(i) Dry powder 10 Kgs, Qty: 12 nos (ii) CO2 type 9 Kgs Qty: 12 nos
12	(i) Pest control as per Pest Control of India recommendations,(ii) Painting of structure poles and gates, (iii)Drain cleaning (1 Km length) removal fallen soil debris for the drain, 0.75m width, 0.6m height	5	(i) Works to be executed through authorised franchisees of Pest Control India (PCI).

**Notes:**

**(i) Maintenance of Grass cutting machine is in Vendor scope.**

**(ii) Staff required:** (a) Engineer or Plant Incharge – 1 no (ii) Technician level: 3 persons (iii) Labour: 3 persons (iv) Security staff: 8 persons.

**(iii) Submission of formats for each activity duly certified by BHEL Engineer.**

**(iv) Vendor shall ensure statutory requirements such as ESI, PF and labour license for their O&M personnel posted at site.**

**(v) 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.**

**(vi) 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.**

**(vii) Training to O&M personnel- 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.**

**(viii) Availability of O&M personnel at power plant**

(a) Vendor shall ensure that operating staff are present in the power plant during plant operating time of the day.

(b) Vendor shall ensure that certain minimum operating staffs 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.

**(ix) 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.**

**(x) Payment cannot be claimed upon non-performance of a particular activity due whatsoever reason.**

**(xi) Description of Solar plant:**

Solar array: Fixed angle type, no of solar modules approximately 35,000 solar modules

Inverter rooms: 2 nos, Inverter room-1 and Inverter room-2; There is a switchyard adjacent to each Inverter room housing 2 nos of 2800 kVA transformers, Outdoor VCB panels, 4-pole structure with 33 kV Isolator switches, 2-pole structure with Isolator and LA.

Control room: 1 no with switchyard adjacent with 6-pole structure, 2-pole structures with CT, PT, Isolator and LA.

SMBs in array field: 80 nos

The plant is installed with fixed angle solar array field structures of solar modules. The solar modules rating for the entire 10 MW array is of 300 to 315 watts.

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**Bharat Heavy Electricals Limited**  
**ELECTRONICS DIVISION**  
MYSORE ROAD- BANGALORE-26

**INSTRUCTIONS TO TENDERER**

1. Sealed Tender for the above noted work is hereby invited from Contractors experienced in 33 kV switchyard works / Electrical Operation & Maintenance works.

2. Scope of work for 10MW: In line with bid document. Location and Approach of site:

District	Mejia site, Bankura district, West Bengal
Nearest Railway Station	Raniganj railway station
Nearest Commercial Airport	Kolkata 300 Kms

3. Tenders should be addressed to the V Radhakrishnan, AGM/SC&PV-ENGG., 5<sup>th</sup> floor NEB building, Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026. In three separate sealed cover for “Technical cum Commercial Bid”, Price Bid and DD for Tender document Cost & EMD duly super scribed and put in an outer envelope, superscribing the Name of work and Name and address of the Tenderer.

4. The local address of the Contractors, the name of the person to whom all the Correspondence are to be addressed should be indicated, with telephone number (both office and residence).

5. All entries in tender documents should be in one ink (preferably blue ink). Erasing and overwriting is not permitted. All corrections should be duly signed by tenderer concerned.

6. Tenderers shall fill in all the required particular in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document including the drawings attached there to before submitting tender.

7. Unit rate should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paise with reference to each item and for the items shown in the attached schedule. These rates shall be for the finished work at site. The rate shall exclude all applicable taxes. Amount of each item and total on each sheet as also the grand total amount of the whole contract shall be filled by the Tenderers.

8. In case the rate quoted in figures differs from those quoted in words, the lower of the rates quoted will be taken as the tendered rate and shall be binding on the tenderer.

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9. The rate to be quoted by the tenderer shall be firm.
10. (a) The rate quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening tender. The O & M contract is valid for five years.  
(b) Tenderer shall not increase quoted rates, once the tenderer has submitted offers/quotation/price and during execution of contract in case tender is accepted.  
(c) Successful bidder should execute the work strictly in accordance with Tender schedule quoted rates as accepted by BHEL.  
(d) **PRICE VARIATION clause not applicable.**
11. The rates quoted should be exclusive of all taxes arising on the transaction. If BHEL is required to discharge the liability of any taxes on the transaction, under reverse charge mechanism or any other similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor. **The rate quoted by bidder shall be excluding all taxes. GST portion shall be shown separately in price bid.**
12. Quantities shown in the schedule are only approximate and are liable to variation without entitling the Contractors to any compensation, provided the total value of the contract does not vary by more than 20% (Twenty percent).
13. Before tendering, the tenderer are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of material and labour. They should be well versed with BHEL General Conditions of Contract instruction to the tenderers, drawing and specification and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderer should be specially note that it is tenderers responsibility to provide any items which is not specifically mentioned in the specifications and drawing, but which is necessary to complete the work.
14. Details and quantities of each item of work shown in the bill of quantities attached here to only approximate. They are given as a guide for the purpose of tendering only and are liable for variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and price at the corresponding rates to be quoted by the Contractor in the bill of quantities attached hereto.

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15. Should a tenderer find discrepancies or omission in the documents attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
16. In the event of the tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of firm concerned. In the latter case, a copy of the power of Attorney duly attested by a Gazetted Officer must accompany the tender.
17. If in any case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.
18. **A.** Every tender must be accompanied by Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderer after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as a part of Security Deposit for satisfactory completion of the work in accordance with Clause-17 of BHEL Special Conditions of the Contract. Tenders without Earnest Money Deposit receipt are liable to reject. No interest will be paid on the earnest money deposit.  
**B. 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 (Format enclosed at Annexure -1 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 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 benefits 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 e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.  
The EMD deposit may be furnished Demand Draft in favour of BHEL EDN, Bangalore – 560026.
19. For reimbursement of Earnest Money Deposit, the tenderer should fill the enclosed EFT form, obtain the Banker's signature and also enclose a photocopy of cancelled cheque leaf.

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20. Unless the bidder whose tender is accepted signs contract agreement within fifteen days (15 days) of the date of the order directing to do so, the amount of Earnest Money already deposited by bidder will be forfeited and acceptance of the tender withdrawn.
21. If after opening of tenders a tenderer revokes the tender or increase of earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of Engineer-in-charge, the Earnest Money Deposited by bidder will be forfeited and acceptance of bidder's tender withdrawn.  
If only a part of work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be retained will be based on value of the contract so awarded.
22. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning reason thereof.
23. Conditional and Unsigned tenders, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the accepting officer and tenders not submitted in the prescribed forms are liable to be rejected.
24. The tenderers should enclose relevant documents regarding constitution of firm i.e. Individual / Sole Proprietorship Concern / Partnership Firm / Public Limited Company / Private Limited Company.
25. The tenders should be enclosed with a list of contracts already held by the tenderer at the time of submitting the tender and giving the following particulars:
  - a) Name of the work, value and address.
  - b) The balance work remaining to be done on the same.
26.
  - a) The filled in tender sealed cover should be dropped in the Tender box kept in the reception of BHEL-EDN, in case the sealed tender document is large and not possible to drop the same in the Tender box, it should be handed over at office of AGM ,SC&PV- ENGG. before the time fixed for submission of tender.
  - b) Tenders received after the due date & time of opening of tenders will be rejected.
27. The Contractors responsibility under this contract shall commence from the date of handing over of the plant as given in writing by BHEL.

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28. Tenders submitted by speed post or courier service shall be posted with due consideration of any delay in postal delivery. Tenders received after the due date of opening tenders are liable to be rejected.
29. If proprietor or partner of a firm expires after the submission of tender or after the acceptance of tender, BHEL reserves the right to cancel the contract if the character of the firm undergoes a substantial change.
30. THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or changes in the composition of firm made subsequent to signing of the contract. They may however recognize such power of Attorney and changes after obtaining proper legal advice.
31. If the tenderer deliberately gives wrong information on tender regarding past unsatisfactory performance with BHEL sister units, BHEL reserves the right to reject such tender at any stage including contract execution period.
32. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so require.
33. The General and Special Conditions are complementary to each other and where they are in conflict, the special condition shall prevail.
34. The expenses for completing the stamping agreement shall be paid by the contractor.
35. Unless or otherwise stated above tendered work includes only supply of skilled manpower.
36. Any covering letter and comments of the tenderer should be submitted along with the offer.
37. Should a tenderer or a contractor has a relative or in the case of firm or company, any of its shareholders relative is employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such fact subsequently comes to light.
38. These 'INSTRUCTIONS TO TENDERER' & GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the Contract agreement for the work to be entered into. The Contractor has to scrutinize the same, and when submitting his tender, indicate his acceptance of both. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERER' shall prevail. (Extracts of important clauses of BHEL GCC are enclosed).

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**EMPLOYER**

39. The Contractor shall comply with the provision of Employees Provident Fund's and miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under. He as an employer shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him for the execution of the contract in accordance with the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan receipt of monthly remittance of the contribution made by him to the Commissioner. He shall also furnish such returns such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer".
40. The Contractor should get himself registered with the E.S.I Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the Labour employed by him for the work and produce the challans/receipts of remittance of the ESI contributions due under the E.S.I Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities' through the Principal Employer. The contractor can remit their ESI & PF through a sub-agent who processes the ESI & PF code and agrees to enter an MOU with the contractor.
41. If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his labour regarding PF/ESI amount due, short remittances, non-remittances etc., the Contractor shall defend the case on behalf of BHEL and / or reimburse BHEL the expenses so incurred.
42. The Contractor shall apply and obtain license under Contract labour (R&A) Act 1970 and comply the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through the Principal Employer.
43. Contractor shall insure all his labourers. Any claim by his Employees for damages shall be settled by the Contractor even if action is against BHEL or to reimburse the legal expenses incurred by BHEL.
44. Any action brought in by anybody on BHEL regarding patent, right etc., used by Contractor in execution of work shall be defended by the Contractor and / or reimburse BHEL the cost of the same.
45. Contractor shall produce necessary records, documents; explanation whenever he is called upon to do by any Government Agency.
46. Contractor should obtain "Workmen Compensation Policy" for their employees.

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**EMPLOYER**

**BHARAT HEAVY ELECTRICALS LIMITED**

(ELECTRONICS DIVISION)

MYSORE ROAD- BANGALORE-26

**GENERAL CONDITIONS OF CONTRACT/TECHNICAL SPECIFICATION**

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/ additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/ us is subject to the aforesaid BHEL General Conditions of Contract/ Technical Specification for O&M works which has been read and accepted by me/us.

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**CLAUSE 20 OF GENERAL CONDITIONS OF CONTRACT****LABOUR**

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

The contractor shall furnish to the Engineer-in-charge at the intervals specified by him. A distribution return of the number and description by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th or every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

The contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the contractors Labour Regulations.

The Contractor shall in respect of labour employed by him either directly or through sub- contractors comply with or cause to be complied by with sub-contractors, labour Regulations in regard to all matters provided therein.

The Contractors shall comply with the provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961 or any modifications there of or any other law relating thereto and rules made there under from time to time.

The Contractors shall be liable to pay his contribution and the employees' contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees', State Insurance Act, 1948", as amended from time to time. The Contractors shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances under his code Number only. The Contractor shall be liable to pay his contribution and the Employees' contribution towards PF as per Provident Fund Rules and Regulations in respect of all labour employed by him for the execution of the contract.

**CONTRACTOR**  
**(With Seal)**

**EMPLOYER**

The contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. He shall pay the remittances towards PF under his code Number only. The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non - payment of wages or of deductions made from him or their wages which are not justified by the terms of the contract of non-observance of the said contractor's Labour Regulations.

The Contractors shall indemnify the BHEL against any payment to be made under and for observance of the regulation aforesaid without prejudice to his right to claim indemnity from these sub-contractors.

#### **MODEL RULES FOR LABOUR WELFARE**

The Contractor shall at his own expense comply with or cause to be complied with model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works, In case the Contractors fails to make arrangements as aforesaid the Engineer-in-charge shall be entitled do so and recover the cost thereof from the contractor.

**CONTRACTOR**  
**(With Seal)**

**EMPLOYER**

**SAFETY CODE**  
**RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF**  
**SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT**

Before commencing the work, contractor shall submit a "SAFETY PLAN" to the authorized BHEL Official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. During negotiations before placing of work order and during execution of the contract BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.

The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL Officer:-Safety Helmets conforming to IS-2925: 1984.

- (i) Safety Belts conforming to IS-3521: 1983.
- (ii) Safety Shoes conforming to IS-1989: 1978.
- (iii) Eye and Face protection devices conforming to IS-8520: 1977 and IS-8940: 1978.
- (iv) Hand and body protection devices conforming to:
  - IS-2573: 1975
  - IS-6994: 1973
  - IS-8807: 1978
  - IS-8519: 1977

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

All electrical equipment's, connections and wiring for constructions power, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules.

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**EMPLOYER**

All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined space lighting shall be arranged with power sources of not more than 24 volts.

The Contractor shall adopt all fire safety measures as laid down in the “Code for fire Safety at Construction Sites” issued by the Safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorized BHEL official. A copy of the above referred “Code of Fire Safety at the Construction Sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India. etc., prior approval to the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractor or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to the lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

**CONTRACTOR**  
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**EMPLOYER**

In case of any damage to property by the contractor, BHEL shall have the right to recover cost of such damages from payments from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor; BHEL shall have to recover cost of such delay from payments due to the contractor, after notifying suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, the contractor to the authorized BHEL official shall also submit periodic reports on safety from time to time as prescribed.

**CONTRACTOR**  
**(With Seal)**

**EMPLOYER**

## **SPECIAL CONDITONS OF CONTRACT**

### **1. GENERAL**

The special conditions of contract and other contract documents are complimentary to each other and shall be read in conjunction with each other. In case of any conflict of meanings between the special conditions of contract and the BHEL General Conditions of Contract the provisions of the special conditions of contract shall override the corresponding provisions of the BHEL General Conditions of Contract.

### **2. SCOPE OF WORK**

The scope of work includes for the full, final and entire completion of operation and maintenance works which forms part of this Contract. The scope of work under this contract shall cover operation and maintenance activities for the 10 MW solar power plant unless otherwise specified in the specifications, descriptions of items or in foregoing clauses.

### **3. SITE CONDITIONS**

a) Before tendering the Contractor shall get themselves acquainted with site conditions such as the nature of soil, etc., particularly for grass-cutting. The rates quoted by the contractor shall be deemed to have been quoted after getting acquainted with the prevailing site conditions. No claims on the pretext of ignorance of site conditions shall be entertained.

b) The site of work is as mentioned in the Tender document.

### **4. SITE FACILITES**

#### **A. LAND**

The Employer will allot area in the Control room as available free of cost to the contractor for his office. He must maintain the areas allotted to him in a neat and clean conditions as required by the Employer. The site and surroundings shall be handed over in a neat and clean condition. In case of any failure by the contractor, the employer will get inside cleared at risk and cost of the Contractor.

#### **B. POWER AND WATER SUPPLY**

Electrical power and water for solar modules cleaning from Borewells is provided in the plant. Drinking water to be arranged by the vendor as per Tender bid scope.

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**(With Seal)**

**EMPLOYER**

## **5. MACHINERY**

The solar plant is already commissioned. BHEL will supply required tools and equipment for O & M operations. However maintenance of the tools, including calibration will be done by the Contractor. This includes printer cartridge re-filling / buying new when exhausted and cell batteries for torch, etc., measuring equipment, tools. All technical documents regarding the construction of works are given in the metric system and work should be carried out according to metric system.

## **6. SAFETY PRECAUTIONS**

The contractor shall at times observe the safety code and make necessary action as required in the tender. In default thereof, the employer may get this done departmentally or through other agencies and recover the cost from the contractor.

The Contractors shall also abide by all the security regulations promulgated from time to time by employer.

## **7. RATES**

The rates to be quoted are intended to provide for works duly and properly completed in accordance with the general and special conditions of contract and specifications and drawings together with such alteration and/or conditions as may be required / ordered without prejudice to the generality thereof shall include for detail of construction which are obviously and fairly intended and which may not have been specifically referred in these documents and working drawings and but are essential for execution and satisfactory completion of work including those of minor nature and shall be deemed to include and cover internal the followings.

The various items rates quoted in the schedule as applicable shall be deemed to include the below services and no separate payments shall be made towards these.

- a) The cost of all superintendence and labour materials, tools, plants, equipment's, mobilizing and demobilizing equipment fuel lubricants, fixture, transport charges, temporary and permanent works and quarrying charges, testing, screening, washing, handling of materials, stacking and removal charges, of any rejected materials and satisfactory maintenance of the same satisfactory completion of the work intended.
- b) All fees, duties, royalties, rent and compensation to owner for surface damage or taxes and impositions payable to local authorities, in respect of land an structure, for all materials supplied for the work or any other duties/expenses for which the contractor may become liable or may be put to under any provision of the law for the purpose of in connection with the execution of the contract including levies payable on the transactions.

**CONTRACTOR**  
**(With Seal)**

**EMPLOYER**

- c) In the interest of completion of work within the stipulated time, works are to be carried out throughout the year on 24x7 basis. No separate payment will be made to the contractor for such works and it will be deemed to be included in the contract rates.
- d) All materials and labour required for fencing in a protection against risk of accidents and for providing necessary/planking strutting with hand rails, gumboots, helmets, safety belts etc., during the progress of work.
- e) Prevention on trespassing by providing barrier arrangements for the safety of the public or employees during the provision of works.
- f) Works in all shapes include and curved all sizes as shown are as required.
- g) Such other incidental charges or contingencies as may have been provided for in the specifications.

**8. LABOUR COLONIES**

Labour camp will not permitted within the project premises.

**9. ESCALATION**

The rates to be quoted by the tenderer shall be firm and shall cover and include all statutory levies, arising from, acts passed by parliament or by state legislature, the rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come in to force subsequent to submission of tenders. The tenderer shall note that no claim for enhancement of rates, on the ground that existing statutory levies have been increased, or that new statutory levies have come in to effect after tender, or on any other ground, will be entertained on any account.

**10. QUANTITY**

The probable quantities of the several items of work are furnished in the schedule of quantities. It must be clearly understood that neither the probable quantities nor the value of individual items nor the aggregate value of the entire work shall be binding on the Employer/Engineer does not in any way assure the contractor or Guarantee that the said probable quantities are correct or that the work will correspond to these. The Employer/Engineer reserve the right to omit, vary or add to the item/work described in the schedule, of quantities and no claim for compensation will be entertaining on this account.

**CONTRACTOR**  
**(With Seal)**

**EMPLOYER**

## **11. VARIATION/DEVIATION IN QUANTITIES**

The contractor shall not make any alteration in addition to or omission from the work as described in the tender document except in pursuance of the written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the accepting officer in writing and incorporated in the contract. The rates quoted are firm for deviation subject to minimum of (-) 20% and maximum (+) 20% of the total value of work awarded. Deviation beyond the above limits is subject to the standard terms and conditions of BHEL.

**12. MATERIALS:** BHEL will supply any materials unless otherwise specified.

## **13. INTERRUPTION TO THE WORKS**

While quoting the rates/prices the Contractor should take in to account the fact that due to necessity to follow a particular sequence of overall operation, or non-availability of particular item, or the connected work or other reasons, interruptions are likely to be encountered in a work of this nature and magnitude. No claims for such interruptions will be entertained on any account.

## **14. EXTENSION OF TIME OR PENALTY/LIQUIDATED DAMAGES**

In case the vendor fails to complete the specified maintenance activity even after one month after it is due, BHEL shall have the right to get the work done by themselves at risk and cost to the contractor. The cost of the same shall be deducted from the running bills of the Contractor.

## **15. COMPLETION OF WORK AND MEASUREMENT**

- a) List of activities to be performed every month by the Contractor is listed. Vendor shall prepare formats for the works completed to BHEL for certification. Vendor may consolidate the certified formats and submit invoices for the months on quarterly basis.
- b) All work shall be carried out according to the satisfaction of BHEL site engineer.
- c) In case of heavy rains in any month and the solar modules are cleaned by nature and the vendor does not clean the entire modules, certification will not be applicable and there shall be no payment made for this activity during the month.
- d) With regard to Grass cutting, vendor shall maintain the naturally growing grass vegetation by use of grass cutting machine provided by BHEL. Maintenance of the machine falls in the scope of the vendor.
- e) The Contractor shall admit for technical inspection, works which are likely to be embedded or covered by other works and have the necessary measurement books and certificates to this effect duly signed by the Engineer before the works are covered.

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**(With Seal)**

**EMPLOYER**

## **16. SECURITY DEPOSIT**

Upon acceptance of the tender, the successful tenderer shall remit the security deposit with Bharat Heavy Electricals Ltd within the time as specified in the Letter of Intent.

The rate of Security Deposit will be 5% of Contract value.

The contractor should submit the Security Deposit before the start of the work by

- i) Cash (as permissible under the income Tax Act).
- ii) Pay order, demand draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc.,(Certificate should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from scheduled Banks/Public financial Institutions as defined in the companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.

The Security Deposit shall not carry any interest.

**NOTE:** Accepting of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour on BHEL. However, 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.

For extra items of work and deviated quantities, security deposit will be recovered at 10% of the value of deviated amount. The security deposit will be released as stipulated under clause 16(IV) of GCC.

## **17. RUNNING ACCOUNT PAYMENTS**

During execution of work, monthly payments / yearly payments as per Price schedule of all works in place will be made on the completion of the activity and upon the submission of formats duly filled by the Contractor and signed by BHEL Site Engineer and submission documents as indicated as labour licence, PF, ESI, Wage slips, etc., as indicated separately.

**18 MOBILIZATION ADVANCE:** No mobilisation advance is applicable as it is an O & M activity.

**CONTRACTOR**  
**(With Seal)**

**EMPLOYER**

**19 INTEREST & RECOVERY:** Not applicable

**20. Statutory Deduction towards Income Tax will be made as per rules.**

**21.** In respect of all labour directly or indirectly employed on the work by the Contractor, the Contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970 or any amendment thereof and all legislations and rules of the State and or Central Government or other Authority, framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of the register etc., will be deemed to be part of the contract.

**22.** The Contractor is required to take insurance for all workers employed on works towards payment for workmen compensation. The insurance has to be taken out within 15 days of the award of work and has to be produced at the time of signing agreement. Half (1/2%) shall be deducted for every bill if the contractor fails to produce a proof of having taken such an insurance to cover his workmen. However the contractor shall be fully responsible for all the consequences arising out of such default. This may also be read with clause 20 of BHEL GCC.

**23.TIME OF COMPLETION-** The date of commencement of work shall be counted from the date of handing over the solar plant to the vendor, even without full 10 MW commissioning.

**24.** The Contractor has to pay the Works Contract Tax (Under relevant section of the State Government Act) of their own on Monthly basis.

**25.** The management of BHEL shall be at liberty to terminate the contract by issuing a month's notice to the contractor without assigning any reason what so ever. As regards unsatisfactory performance or noncompliance with any of the terms & conditions of the contract by the contractor. The management of BHEL shall have the right to terminate the contractor forthwith without notice & rearrange the balance work through other agencies at the risk & cost of the contractor & under such circumstances, the Earnest Money Deposit/Security Deposit paid by the contractor shall stand forfeited.

**26. SPECIAL CONDITIONS OF TENDER-** Tenderers should not disclose any price bid details/discounts in the technical bids.

**27. WORKMEN COMPENSATION POLICY**

The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken out within 15 days of the award of work and has to be provided at the time of signing the agreement. Half percent (0.5%) of the amount shall be deducted from every bill if the contractor fails to produce a proof of having taken such an insurance to cover his workmen. However the contractor shall be fully responsible for the consequences arising out of such default.

**CONTRACTOR**  
**(With Seal)**

**EMPLOYER**

## FORM OF TENDER

Having examined the invitation to bid, Instructions to Bidder, General conditions of contract, Special conditions, Specifications tender schedule, Contract drawings and other documents for the above work, we the undersigned, offer to maintain the whole of the said in conformity with the said bid documents on the terms and conditions and under the provisions set out or called for in the contract documents at the rates listed in the schedule of unit prices or elsewhere in the contract documents.

We undertake if our bid is accepted, to commence the works within 7 days from the date of handing over and to complete and delivery the whole of the works comprised in the contract as per the time schedule agreed to the contract document.

We agree to abide by this bid for the period of three months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before expiry of the period.

Until and unless a formal agreement is prepared and executed this bid, together with your award thereof shall constitute a binding contract between us.

**CONTRACTOR**  
**(With Seal)**

**EMPLOYER**

**ENCLOSURE: C**

**CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT**

**ARBITRATION:**

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or has been other as to any other questions, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, of or the execution or failure to execute the same whether arising during the program progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director/General Manager of BHEL and if the Managing Executive Director/General Manager Chief Engineer is unable or unwilling to act, to a as the sole arbitration of some other person appointed by the Executive Director / General Manager, willing to act as such Arbitrator. There will be no objection if the arbitrator so appointed is an employee of BHEL EDN or an employee of any other unit of BHEL and that he had to deal with the matters to which the contract relates and that in the course of its his duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitrator to whom the to matter is originally referred being transferred or by vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint account another person to act as arbitrator in accordance with the terms of the contract, such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Executive Director/General Manager or an employee appointed as arbitrator as aforesaid should act as arbitrator and the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of a contract that the party involving invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge extend the time, for making the publishing the awards.

The work under the contract shall, if reasonably possible, continue during the arbitration proceeding and no payment due to or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the hearing.

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

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

**CONTRACTOR  
(With Seal)**

**EMPLOYER**

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S .....  
(hereinafter referred to as 'company') having its registered office at .....  
is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part-II) ..... dtd:.....  
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

## ANNEXURE II

### Electronic Funds Transfer (EFT) OR Paylink Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one):  CREATE  CHANGE

BHEL Vendor / Supplier Code:	
Company Name :	
Permanent Account Number(PAN):	
Address	

City:	PINCODE	STATE	
-------	---------	-------	--

Contact Person(s)	
Telephone No:	
Fax No:	
e-mail id:	

1 Bank Name:	
2 Bank Address:	
3 Bank Telephone No:	
4 Bank Account No:	
5 Account Type: Savings/Cash Credit	
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank	
7 Bank swift Code(applicable for EFT only)	
8 Bank IFSC code(applicable for RTGS)	
9 Bank IFSC code(applicable for NEFT)	

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:

Designation:

Telephone NO. with STD Code

Company Seal

#### Bank Certificate

We certify that \_\_\_\_\_ has an Account No \_\_\_\_\_ with us and we confirm that the bank details given above are correct as per our records.

Date: \_\_\_\_\_ (.....)

Place: \_\_\_\_\_ Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Query, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx

### Part III – Price Bid

Ref: EDN: SCPV: O&M:FIVE YRS:MEJIA:WBSCL:01, 12.07.2017

Activities as per Schedule of works shall be done on daily / monthly basis for 5 years operation and maintenance of 10 MW solar power plant at Mejia, District Bankura, WB

SI No	Activity description	Unit	Qty	Unit rate Rs.	Total rate Rs. (Exclusive of taxes)
1	Water cleaning of solar modules of approximately 35000 modules.	Months	60 times (for 5 years)		
2	Grass cutting - maintaining of plant without grass	Months	60		
3	(i) Logging of DC, AC, grid parameters (current, voltage, power, energy) at PCUs & HT panels, transformer temperatures, equipment tripping/ breakdown, grid outage as per BHEL formats. (ii) 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. (iii) Monthly earth resistance measurement (Grid and individual) (iv) Solar modules string currents measured at SMBs (v) Watering of chemical earth pits (vi) Night shift operation of one technician.	Months	60		
4	Management of O & M activities- Allotment and supervision of O & M works (ii) Interaction with customer (iii) Report writing to BHEL on monthly basis (iv) Monthly downloading of data from ABT meter using CMRI.	Months	60		
5	O & M works related to maintenance with respect to removal and erection of replacement (new) supplied by BHEL, Silica gel replacement, replacement of failed 33 kV cable, 33 kV HT termination kits replacement for failed ones (BHEL will supply termination kit and installation in vendor scope), trouble-shooting of solar array problems as DC earth fault, Upkeep and trouble-shooting of all electrical equipment (Battery, battery charger, 2800 kVA ONAN transformers, ACDB, UPS, SMB, solar modules works, 33 kV VCB, 33 kV CRP panel, etc.)	Months	60		

CONTRACTOR  
(With Seal)

EMPLOYER

**Part III – Price Bid (Continued)**

Ref: EDN: SCPV: O&M:FIVE YRS:MEJIA:WBSCL:01, 12.07.2017

SI No	Activity description	Unit	Qty	Unit rate Rs.	Total rate Rs. (Exclusive of taxes)
6	Annual maintenance of transformer with respect to BDV measurement, Oil filtering as required, replacement of gasket, arresting oil leakages of CT, PT transformers, troubleshooting of 33 kV HT faults, other related electrical works.	Years	5		
7	Annual testing and calibration of 33 kV HT equipment as PC-VCB panels Qty: 9 nos, CRP panels Qty: 9 nos, Numerical relays - testing and calibration.	Years	5		
8	Deployment of security personnel for the plant - 4 personnel in day time (ii) 4 personnel in night time	Months	60		
9	Provision of drinking water in Control room for all days	Months	60		
10	General maintenance works as repair of plumbing works, minor repair works of civil, Garbage removal from solar array area. Also daily cleaning activity for Inverter rooms and Control room including toilet is included.	Months	60		
11	Checking and re-filling AS REQUIRED of Fire cylinders,	Months	60		
12	(i) Pest control as per Pest Control of India recommendations,(ii) Painting of structure poles and gates, (iii)Drain cleaning (1 Km length) removal fallen soil debris for the drain, 0.75m width, 0.6m height	Years	5		
		<b>Total price exclusive of taxes</b>			
		<b>GST AS APPLICABLE*</b>			

\* Vendor to indicate GST as applicable

CONTRACTOR  
(With Seal)

EMPLOYER