

**2023**

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

**Name: P K Pandit**

**Designation: Manager/WCC**

**BHEL- SBD, Bengaluru**



SOLAR BUSINESS DIVISION,  
Bengaluru - 560 012

TENDER  
DOCUMENT  
(PART – A)  
Vol. I

## NOTICE INVITING TENDER

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

## Tender reference No: 419799

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

**(i) Commercial:**

Mr. P K Pandit, Dy. Manager / Works Engineering Contract, BHEL-SBD,

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

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

Ph. No. +91-080-2218-2221 Or

Mr. V M Ganigi, SDGM / Works Contract Cell, BHEL-SBD,

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

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

Ph. No. +91-080-2218-2477

**(ii) Technical:**

Mr. Preetam Kumar Singh/WEX

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

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

Ph. No. +91-080-22182216 Or

Mr. MOWLEESWARAN N/ WEX

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

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

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# TENDER DOCUMENT


## PART – A


### VOLUME - I

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|       |  |  |
|-------|--|--|
| 1.    | <b>General Information</b>   |  |
| 1.1.  | Tender Reference Number:   | <b>419799</b>  |
| 1.2.  | Tender Name:   | Exterior painting works at Townships A & B at BHE-SBD, Bangalore   |
| 1.3.  | Tender System  | Two Part Bid<br>Part – A: Techno-Commercial & PQR<br>Part – B: Price Bid   |
| 1.4.  | Tender Type  | Works Contract   |
| 1.5.  | Estimated Value of Contract  | <b>Rs 31,38,768.83 /- (Plus applicable GST extra)</b>  |
| 1.6.  | Duration of Contract   | <b>04 Months</b>   |
| 1.7.  | Qualifying Requirement   | As per NIT Terms & Conditions  |
| 1.8.  | Earnest Money Deposit to accompany Tender  | <b>Not Applicable</b>  |
| 1.9.  | Security Deposit   | <b>10 % of the contract value</b>  |
| 1.10. | Cost of Tender documents   | NIL  |
| 1.11. | Issue of tender documents  | As per Enquiry / RFQ / Notification on <a href="http://www.bhel.com">www.bhel.com</a> & <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>  |
| 1.12. | Pre- BID Meeting   | As per Enquiry / RFQ / Notification on <a href="http://www.bhel.com">www.bhel.com</a> & <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>  |
| 1.13. | Last date for Issue of tender documents  | As per Enquiry / RFQ / Notification on <a href="http://www.bhel.com">www.bhel.com</a> & <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>  |
| 1.14. | Last date for submission of tender doc   | As per Enquiry / RFQ / Notification on <a href="http://www.bhel.com">www.bhel.com</a> & <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>  |
| 1.15. | Date and time of opening of Tender (Part-A)  | As per Enquiry / RFQ / Notification on <a href="http://www.bhel.com">www.bhel.com</a> & <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>  |
| 1.16. | Tender Submission Place  | Online at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>  |
| 1.17. | Tender Opening Place   | Online at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>  |
| 1.18. | Dealing Officer (For any Clarifications)   | Pradeep Kumar Pandit,<br>Manager – Works Contract Cell<br>Contact No.: 080-2218-2221<br>Email: pkpandit@bhel.in  |
| 1.19. | <b>Revers Auction</b>  | “BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction – 2021 with latest amendment as available on <a href="http://www.bhel.com">www.bhel.com</a> ) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.” |
| 2.    | <b>SCOPE OF WORK</b>   |  |
| 2.1.  | Exterior painting works at Townships A & B at BHE-SBD, Bangalore . Details Scope of work as per <b>Annexure -I</b>   |  |
| 3.    | <b>PRE- QUALIFICATION CRITERIA</b>   |  |
| 3.1.  | The bidder should have experience in successfully executing similar works, during last 7 years ending last day of month previous to the one in which applications are invited. The experience should be either of the following:<br>a) Three similar completed works costing not less than the amount equal to <b>Rs 14,81,498.89 /-( Incl. GST )</b><br>OR<br>b) Two similar completed works costing not less than the amount equal to <b>Rs 18,51,873.61 /-( Incl. GST )</b> |  |

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|   | <p><b>OR</b></p> <p>c) One similar completed work costing not less than the amount equal to <b>Rs 29,62,997.77 /-( Incl. GST )</b> “Bidder to submit any one of the following documents as proof of completion or execution of similar work:</p> <p>i. Purchase/Work Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.</p> <p>ii. Execution /completion certificate by client with order value.</p> <p>Notes:</p> <p>a. The term “Similar works” means: “The bidder should have carried out any civil construction works and should have executed painting work as an item in the contract”. "</p> <p>b. The term ‘executed’ means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed.</p> |  |
| 3.2.  | <p>Average Annual Financial turnover during the last 3 years ending 31st March of the previous financial year, should be at least <b>Rs 11,11,124.17 /- incl of GST.</b></p> <p>Audited Balance sheet and profit&amp; Loss account OR Turn over Certificate from Chartered Accountant to be enclosed for the FY 20-21, 21-22 and 22-23.</p> <p><b>Note:</b> If Audited Balance sheet and profit&amp; Loss account OR Turn over Certificate from Chartered Accountant is not available for FY 22-23, then same for FY-2019-20 to be submitted for TO calculation for last 3 years.</p>   |  |
| 4.  | <p><b>OTHER REQUIREMENTS</b></p>  |  |
| 4.1.  | <p>The bidder shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.</p>  |  |
| 4.2.  | <p>A copy of GST to be submitted.</p>   |  |
| 4.3.  | <p>Bidder to submit declaration for obtaining the essential license under Contract Labor (Regulation &amp; Abolition) Act 1970 after award of work. Form-5 will be issued to successful bidder by BHEL for applying the license. Successful bidder has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract.</p>  |  |
| 4.4.  | <p>Bidder should have independent ESI Employer code under ESI Act 1948. Photocopy of letter from ESI Corp. to establish that bidder is independently registered as an employer under ESI to be produced.</p>  |  |
| 4.5.  | <p>Bidder should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952. Photocopy of letter from PF Commissioner’s Office to establish that bidder is independently registered as an employer PF to be produced.</p>   |  |
| 4.6.  | <p>There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. During the course of work, if any such information comes to light, the contract may be terminated.</p>  |  |
| 4.7.  | <p>The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.</p>  |  |
| 4.8.  | <p>In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.</p>  |  |
| 4.9.  | <p>If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.</p>  |  |
| 5.  | <p><b>PRICE VARIATION CLAUSE: Not Applicable</b></p>  |  |
| 6.  | <p><b>PAYMENT TERMS</b></p>   |  |
| 6.1.  | <p>Stage-wise payment as on completion of work.</p> <p>(i) 1st running bill after completion of 30% of work by value.</p> <p>(ii) 2nd running bill after completion of 60% of work by value.</p> <p>(iii) The third and final bill after the completion of 100% of the work by value.</p> <p>Payment time line shall be 45 days for Micro &amp; Small Enterprises (MSEs), 60 Days for Medium Enterprises and 90 days for Non-MSME bidders from date of certification of invoice/bill.</p>   |  |
| 6.2.  | <p>GST will be reimbursed to the contractor after the contractor pays GST, files return and submits a proof of the same to BHEL. GST TDS will be done @ 2%. Income Tax TDS will be done as applicable.</p>  |  |
| 7.  | <p><b>Annexures</b></p>   |  |
| 7.1   | <p>Detailed Scope of Work – Annexure I</p>  |  |
| 7.2   | <p><b><u>ANNEXURE – II TECHNO-COMMERCIAL BID APPLICATION</u></b></p>  |  |

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| 7.4  | CHECKLIST OF ENCLOSURES – Annexure IV           |
| 7.5  | Declaration by Bidder-I – Annexure V            |
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| 7.7  | Unpriced BID and HSN / SAC Codes - Annexure VII |
| 7.8  | PPP-MII Format- Annexure VIII                   |
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### 7.1 ANNEXURE – I: SCOPE OF WORK

| <b>Name of the work: Exterior painting works at Township A &amp; B.</b> |  |             |                 |
|---|--|-------------|-----------------|
| <b>Sl. No.</b>  | <b>Item</b>  | <b>Unit</b> | <b>Quantity</b> |
| 1.0   | Providing, applying and finishing exterior walls with two or more coats of Arylic Smooth exterior paint (Asian Paints make - Apex Ultima) @ 1.67 ltr/ 10sqm over the existing painted surface after thoroughly cleaning the surface and making it free from all the dust, dirt and any other foreign matter, providing and applying suitable crack filler over minor cracks and gaps including the cost of all materials, labour and proper scaffolding to be provided for building and over head tanks. Working height upto 13m for building structure and Working height of 25m for 2 nos. of Over Head Tanks. The Scaffolding charges for painting work of Over Head Tank will be paid saperately. This item includes the rate of usage of suitable scaffolding charges required for painting of building structure and no additional payment will be made for the same. The contractor shall deploy only skilled painters who are experienced for working at height. | sqm         | 22,853.00       |
| 2.0   | Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to 25m height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after. The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-charge. The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.(Rmarks:Over Head Tanks)                                       | sqm         | 600.00          |
| 3.0   | Repair to plaster of thickness 12mm to 20 mm in patches of area 2.5 sqm and under, including cutting the patch in proper shape, raking out joints and preparing plastering the wall surface with white cement based polymer modified self curing mortar, including disposal of rubbish, all complete as per the direction of Engineer-In-Charge. (Remarks:For repair works in Building exterior surface and Over head tank exterior surfaces.)   | sqm         | 300.00          |

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|---|--|---|----------|--|--|
| 4.0   | <p>Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work over the fixed and shutters portion of Windows and ventilators after thoroughly rubbing and cleaning the surface and making it free from dust, dirt or any foreign matter including the cost of all materials and labour. The contractor shall deploy only skilled painters who are experienced for working at height. Working height 13m approx.</p>   | sqm   | 1,397.82 |  |  |
| 5.0   | <p>Cleaning of Over Head R.C.C. Tank ( independent staging) including disposal of slit and rubbish, all as per direction of Engineer-in-Charge. The cleaning shall consist following operations:-</p> <p>(i) Tank shall be emptied of water by pumping &amp; bottom shall be cleaned of silt and other deposits.</p> <p>(ii) Entire surface area of the sump shall then scrubbed thoroughly with wire brush etc. and pressure washed with water.</p> <p>(iii) Chlorination of RCC internal surface by liquid chlorine.</p> <p>(iv) The treated surface shall be dried using air jetting and all loose particles shall be removed from the surface.</p> <p>(v) Finally the surface shall be treated with ultraviolet radiation etc. as per direction of Engineer-in-Charge. Working height 25m. (Remarks:Over Head Tanks)</p>   | sqm   | 443.52   |  |  |
| 6.00  | <p>Providing and applying integral crystalline slurry of hydrophilic in nature for waterproofing treatment to the RCC structures like Over Head water tanks, prepared by mixing in the ratio of 5 : 2 (5 parts integral crystalline slurry : 2 parts water) for vertical surfaces and 3 : 1 (3 parts integral crystalline slurry : 1 part water) for horizontal surfaces and applying the same from negative (internal) side with the help of synthetic fiber brush. The material shall meet the requirements as specified in ACI- 212-3R-2010 i.e by reducing permeability of concrete by more than 90% compared with control concrete as per DIN 1048 and resistant to 16 bar hydrostatic pressure on negative side. The crystalline slurry shall be capable of self-healing of cracks up to a width of 0.50mm. The work shall be carried out all complete as per specification and the direction of the engineer-in-charge. The product performance shall carry guarantee for 10 years against any leakage. For vertical surface two coats @ 0.70 kg per sqm. Working height 25m. (Remarks:Over Head Tanks)</p> | sqm   | 443.52   |  |  |



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**Brief Description of Work-**

- (i) Painting of exterior walls of buildings and overhead tanks of Townships A and B with acrylic Smooth Exterior paint (Apex Ultima from Asian Paints - as per Civil Standardisation list, item no. 6).
- (ii) Repairing of major damages and cracks in the wall using cement based polymer modified self curing mortar.
- (iii) Painting of windows and ventilators using synthetic enamel paint.
- (iv) Cleaning of over head RCC Tank.
- (v) Waterproofing of RCC Overhead Tank internal surface.

**Special terms / information of the work:**

- (i) Payments are proposed to be made as per Bill of Quantities and the actual executed measurements, taking into account the recovery of security deposit, statutory deductions, etc.
- (ii) Bidders are advised to visit the site and understand the scope of work clearly before quoting.
- (iii) The contractor shall deploy only such workers, who have experience in working at height.
- (iv) The contractor shall ensure the usage of PPEs required for working at heights or at risk by their workers or supervisors during the execution of work at all times.
- (v) The contractor should arrange for suitable scaffolding for the painting of buildings; the cost of exterior painting for the building structure is inclusive of scaffolding works.
- (vi) The cost of scaffolding for overhead tanks will be measured and paid separately.
- (vii) The painting and other miscellaneous works are required to be done in a residential complex. Due care should be taken to avoid any inconvenience to the residents.
- (viii) The work shall be strictly as per the instruction of Engineer in-charge.

**Remarks:** 1. Please refer applicable BOQ under ANNEXURE VII Unpriced BID and HSN / SAC Codes.

2. A lead time of 7 days from the date of award of work shall be given to contractor in order to mobilize manpower and materials.



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

To,

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

Dear Sir,

I/ We hereby offer to carry out the work **“Exterior painting works at Townships A & B at BHE-SBD, Bangalore”**.

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

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

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

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

Signature of Tenderer  
Date:



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**7.3 ANNEXURE – III: BIDDER INFORMATION**

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



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

| S. No. | DETAILS REQUIRED   | Requirement fulfilled (Yes / No / NA/ Value) | Whether proof / document enclosed (YES / NO) |
|--------|--|--|--|
| 1      | Documentary Evidence as per Clause 3.1   |  |  |
| 2      | Declaration as per cl. 4.3   |  |  |
| 3      | Average turnover of last 3 years - Clause 3.2  |  |  |
| 4      | Copy of GST (under Cl. 4.2)  |  |  |
| 5      | Copy of PAN . - Clause 4.1   |  |  |
| 6      | ESI -Clause 4.4  |  |  |
| 7      | PF- Clause 4.5   |  |  |
| 8      | Non-Disclosure Agreement   |  |  |
| 9      | PPP-MII Format to be enclosed - Annexure VIII ( in letter head)                              |  |  |
| 10     | Boarder sharing ( <b>Applicable Annexure-D (i) or D(ii) to be submitted in letter head</b> ) |  |  |
| 11     | Any other document if applicable   |  |  |

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

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

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**7.6 ANNEXURE – VI, BIDDER DECLARATION - II**

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


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

Hereby declare as follows:

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


[Signature with Name & seal of the Tenderer]


Date :  
Place :

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**7.7 ANNEXURE VII Unpriced BID and HSN / SAC Codes**

| <b>Name of the work: Exterior painting works at Township A &amp; B.</b> |  |      |           |           |              |
|---|--|------|-----------|-----------|--------------|
| Sl. No.   | Item   | Unit | Quantity  | Rate (Rs) | Amount (Rs)  |
| 1.0   | Providing, applying and finishing exterior walls with two or more coats of Arylic Smooth exterior paint (Asian Paints make - Apex Ultima) @ 1.67 ltr/ 10sqm over the existing painted surface after thoroughly cleaning the surface and making it free from all the dust, dirt and any other foreign matter, providing and applying suitable crack filler over minor cracks and gaps including the cost of all materials, labour and proper scaffolding to be provided for building and over head tanks. Working height upto 13m for building structure and Working height of 25m for 2 nos. of Over Head Tanks. The Scaffolding charges for painting work of Over Head Tank will be paid saperately. This item includes the rate of usage of suitable scaffolding charges required for painting of building structure and no additional payment will be made for the same. The contractor shall deploy only skilled painters who are experienced for working at height. | sqm  | 22,853.00 | 102.33    | 23,38,547.49 |
| 2.0   | Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to 25m height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after. The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in- charge. The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.(Rmarks:Over Head Tanks)                                      | sqm  | 600.00    | 286.65    | 1,71,990.00  |

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|---|--|---|----------|--------|--|--|
| 3.0   | Repair to plaster of thickness 12mm to 20 mm in patches of area 2.5 sqm and under, including cutting the patch in proper shape, raking out joints and preparing plastering the wall surface with white cement based polymer modified self curing mortar, including disposal of rubbish, all complete as per the direction of Engineer-In-Charge. (Remarks:For repair works in Building exterior surface and Over head tank exterior surfaces.)   | sqm   | 300.00   | 568.60 | 1,70,580.00  |  |
| 4.0   | Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work over the fixed and shutters portion of Windows and ventilators after thoroughly rubbing and cleaning the surface and making it free from dust, dirt or any foreign matter including the cost of all materials and labour. The contractor shall deploy only skilled painters who are experienced for working at height. Working height 13m approx.  | sqm   | 1,397.82 | 87.12  | 1,21,778.08  |  |
| 5.0   | Cleaning of Over Head R.C.C. Tank (independent staging) including disposal of slit and rubbish, all as per direction of Engineer-in-Charge. The cleaning shall consist following operations:-<br>(i) Tank shall be emptied of water by pumping & bottom shall be cleaned of silt and other deposits.<br>(ii) Entire surface area of the sump shall then scrubbed thoroughly with wire brush etc. and pressure washed with water.<br>(iii) Chlorination of RCC internal surface by liquid chlorine.<br>(iv) The treated surface shall be dried using air jetting and all loose particles shall be removed from the surface.<br>(v) Finally the surface shall be treated with ultraviolet radiation etc. as per direction of Engineer-in-Charge. Working height 25m. (Remarks:Over Head Tanks) | sqm   | 443.52   | 358.22 | 1,58,877.73  |  |

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| 6.00   | Providing and applying integral crystalline slurry of hydrophilic in nature for waterproofing treatment to the RCC structures like Over Head water tanks, prepared by mixing in the ratio of 5 : 2 (5 parts integral crystalline slurry : 2 parts water) for vertical surfaces and 3 : 1 (3 parts integral crystalline slurry : 1 part water) for horizontal surfaces and applying the same from negative (internal) side with the help of synthetic fiber brush. The material shall meet the requirements as specified in ACI-212-3R-2010 i.e by reducing permeability of concrete by more than 90% compared with control concrete as per DIN 1048 and resistant to 16 bar hydrostatic pressure on negative side. The crystalline slurry shall be capable of self-healing of cracks up to a width of 0.50mm. The work shall be carried out all complete as per specification and the direction of the engineer-in-charge. The product performance shall carry guarantee for 10 years against any leakage. For vertical surface two coats @ 0.70 kg per sqm. Working height 25m. (Remarks:Over Head Tanks) | sqm   | 443.52 | 399.07 | 1,76,995.53  |
| Total (Rs)   |  |   |        |        | <b>31,38,768.83</b>                                  |
| <b><u>Quoted Rate (Bidder to put rate in % tage in given/uploaded BOQ-price bid format in excel)</u></b> |  |   |        |        |  |

**Note: 1.GST Extra applicable (on Total Quoted Price/Rate):.....% .**

(To be indicated by bidder along with Techno Commercial Bid).

2.Bidders Quoted percentage (%) is applicable to each line item estimated rate to arrive Unit Rate.

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

FORMAT FOR VERIFICATION OF LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER

(To be submitted with the offer)

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

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

Item Name : **Exterior painting works at Townships A & B at BHE-SBD, Bangalore**

Enquiry No. : **419799**

Project: **Exterior painting works at Townships A & B at BHE-SBD, Bangalore**

Applicable percentage of Local Content.....

(Bidder to indicate local content in percentage)

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

In line with the provisions of the PPP-MII Order, We, M/s. .... [Enter the name of the Bidder] [hereinafter, “Local Supplier”] submits self-certification to M/s. Bharat Heavy Electricals Limited [hereinafter, BHEL] regarding Local Content in Goods/Services/Works to be supplied by the Local Supplier **Exterior painting works at Townships A & B at BHE-SBD, Bangalore** (Enter the name of the Equipment/Item for Project), wherein we have agreed to abide by the terms and conditions of the PPP-MII Order.

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

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

For and on behalf of, Date:

Authorized Signatory

(With Company Seal & Signature)

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

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**7.9 ANNEXURE -IX: DEVIATION SHEET**

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

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

**BIDDER'S SIGN & SEAL:**

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

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Annexure-D (i)

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

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

|               |  |
|---------------|--|
| Item Name :   | <b><u>Exterior painting works at Townships A &amp; B at BHE-SBD, Bangalore</u></b> |
| Enquiry No. : | <b>419799</b>  |
| Project :     | <b><u>Exterior painting works at Townships A &amp; B at BHE-SBD, Bangalore</u></b> |

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

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

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

For and behalf of \_\_\_\_\_ (Name of the bidder)

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

Annexure-D (ii)

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

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

|               |  |
|---------------|--|
| Item Name :   | <b><u>Exterior painting works at Townships A &amp; B at BHE-SBD, Bangalore</u></b> |
| Enquiry No. : | <b>419799</b>  |
| Project :     | <b><u>Exterior painting works at Townships A &amp; B at BHE-SBD, Bangalore</u></b> |

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

**We are from such a country** which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. **Evidence of valid registration by the Competent Authority is attached.**

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

For and behalf of \_\_\_\_\_ (Name of the bidder)

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

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#### Conflict of Interest among Bidders/ Agents

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

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  1. The principal manufacturer directly or through one Indian agent on his behalf; and
  2. Indian/foreign agent on behalf of only one principal;
- or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.”

Signature with company seal -

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –



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


TENDER  
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# TENDER DOCUMENT


## PART – A

### VOLUME - II


|     |  |
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| 5.  | CONFIDENTIALITY                                    |
| 6.  | STATUTORY REQUIREMENTS                             |
| 7.  | PERIOD OF CONTRACT                                 |
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| 17. | MAKE IN INDIA CLAUSE                               |
| 18. | FORMATS  |

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|       |   |
|-------|---|
| 1.    | <b>INSTRUCTION TO BIDDER</b>  |
| 1.1.  | Tender is a two part bid system. The tender documents consist of Part - A and Part - B as detailed below: <ol style="list-style-type: none"> <li>Part 'A': <b>Techno-commercial Bid</b> duly sealed and signed to be uploaded at the web-portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) on or before the due date.</li> <li>Part 'B': <b>Price Bid</b> to be quoted in prescribed format available on web portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) on or before the due date.</li> </ol>  |
| 1.2.  | Envelope 1: Techno-Commercial Offer <ol style="list-style-type: none"> <li>Documents to be uploaded in Envelope 1: <ol style="list-style-type: none"> <li><del>Earnest Money Deposit (EMD) either in the form of DD or UTR Number (if paid through EFT) at the space provided.</del></li> <li>Duly completed tender documents volume I&amp;II(Part-A) sign and Sealed.</li> <li>Each and every page of tender documents should be sealed signed.</li> <li>Documents satisfying PQR/Eligibility Criteria as per relevant clause of NIT.</li> <li>Any other documents as per Tender requirements.</li> <li>Each and every page of tender documents should be sealed &amp; signed by the tenderer</li> <li>Any other documents as per Tender requirements.</li> </ol> </li> <li>The tenderer shall not indicate the price or rate in this Envelope.</li> </ol> Envelope 2: Part 'B': Online Price-Bid. <ol style="list-style-type: none"> <li>TO be submitted online.</li> </ol> |
| 1.3.  | The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.  |
| 1.4.  | The techno-commercial offer will be opened on the due date. The tenders meeting our techno-commercial requirements will be considered for online initial sealed bid auction at a later date for which eligible vendors will be intimated in due course.   |
| 1.5.  | The tender forms duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasing will render the tender invalid. Corrections, over writing, cutting(s) etc. are not permitted. All entries in the tender document should be in one ink. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the relevant columns are left blank, the tender can be rejected. However, alteration neatly carried out and duly attested over with the full signature of the tenderer is permitted.   |
| 1.6.  | The tenderer should submit the tender documents intact without detaching any page or pages  |
| 1.7.  | Before making the offer, the bidders are advised to carefully go through the terms and conditions, which form part of the Agreement.  |
| 1.8.  | BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.   |
| 1.9.  | <b>PRICE BID</b> - The tenderers are required to submit their quotation for all the items listed in the Price Bid format given along with the tender documents. The price should be quoted for each activity after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulties in execution of the contract.   |
| 1.10. | Contractor to ensure payment of Minimum Wages payable as per statutory provisions of the Appropriate Govt.  |
| 1.11. | <b>VALIDITY OF RATES:</b> The rates quoted should be valid for 90 days initially from the date of opening of the Techno-Commercial bid. (Part-A)  |

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| 1.12. | The rates shall include the payments on account of Employee contribution to PF, PF Admin. Charges, EDLI, Employer contribution to ESI, Gratuity, Bonus as per statutory requirement, applicable taxes, as per the directives issued by BHEL from time to time.  |
| 1.13. | BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.   |
| 1.14. | BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.   |
| 1.15. | Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.   |
| 1.16. | Tender document should be complete in all respects.   |
| 1.17. | The Offers should be in full conformity with the terms and conditions of this tender. No contradictions are acceptable. Incorrect and incomplete tenders are liable for rejection.  |
| 1.18. | Tenders not submitted in the prescribed forms are liable for rejection.   |
| 1.19. | BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.  |
| 1.20. | If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.   |
| 1.21. | If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.   |
| 1.22. | Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL SBD for the contract purposes.   |
| 1.23. | <b>Benefits (including Turn Over and experience criteria) for MSME / NSIC bidders not available in this contract.</b>   |
| 1.24. | <b>Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department for Promotion of Industry and Internal Trade shall be submitted along with the tender.</b>  |
| 1.25. | <b>Evaluation of Bids</b>   |
| 1.26. | <b>Techno-Commercial Bid &amp; PQR:</b> The techno-commercial bid & PQR will be evaluated based on the eligibility criteria and on acceptance of NIT terms and conditions of BHEL. Only qualified bids will be eligible for price-bid opening.  |
| 1.27. | <b>Evaluation of Price-Bids:</b> <ol style="list-style-type: none"> <li data-bbox="304 1451 1495 1512">i. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis (Grand Total Price for all the items indicated in Price Bid minus tax credit, if, any).</li> <li data-bbox="304 1547 1495 1697">ii. In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderer.</li> </ol> |
| 1.28. | Compensation to Contractor<br>No compensation to contractor shall be given for prior completion/ early closure or any negative/ positive variation in contract value.   |
| 2.    | <b>EARNEST MONEY DEPOSIT (EMD): Not Applicable</b>  |
| 3.    | <b>SECURITY DEPOSIT (SD) :</b>  |

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|      |   |
|------|---|
| 3.1. | Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.  |
| 3.2. | The total amount of Security Deposit will be 10 % of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.  |
| 3.3. | <p>Modes of deposit:<br/> The balance amount to make up the required Security Deposit of the contract value may be accepted in the following forms:</p> <ul style="list-style-type: none"> <li>i. Cash (as permissible under the extant Income Tax Act)</li> <li>ii. Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL</li> <li>iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL</li> <li>iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)</li> <li>v. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)</li> <li>vi. Insurance Surety Bonds</li> </ul> <p>(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)</p>  |
| 3.4. | <p>Collection of Security:</p> <p>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.</p> <p><b>In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.</b></p> <p>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.</p> <p>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.</p> <p>(Note:50% of the Security Deposit shall be collected from the contractor, before start of the work or 14 days from contract date whichever is later. The interest period shall start after the lapse of above period as per applicable rates).</p> |
| 3.5. | Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.   |
| 3.6. | The Security Deposit shall not carry any interest.  |
| 4.   | <b>NON DISCLOSURE AGREEMENT.</b> The contractor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format (Copy enclosed ) in compliance to Information Security Management System.  |
| 5.   | <b>CONFIDENTIALITY:</b> The contractor and his representatives shall, at all times, undertake to maintain and ensure complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to BHEL and also of the systems, procedures, reports, input documents, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.  |
| 6.   | <b>STATUTORY REQUIREMENTS:</b>  |
| 6.1. | While quoting the rate, the tenderers are advised to take note of minimum wages payable to workmen.   |
| 6.2. | The tenderer will be required to comply with all the statutory provisions such as Minimum Wages prevailing at the time of payment or arrears thereof Bonus, PF, EDLI, ESI, Applicable Tax, declared Holidays, leave, etc. The   |

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|       | contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month.   |
| 6.3.  | The Contractor shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979, Employees Compensation Act (...), Maternity Benefit Act 1961, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The contractor, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions. |
| 6.4.  | The contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the contractor or his representative.  |
| 6.5.  | The contractor shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.   |
| 6.6.  | The contractor shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred.   |
| 6.7.  | The Income tax as applicable will be deducted from the bill of the contractor.  |
| 6.8.  | <b>COMPLAINCE WITH BOCW ACT:</b><br><b>The contractor shall get registered and comply with the provisions of BOCW Act along with the allied rules and pay cess as per Cess Act along with allied rules. As applicable.</b><br><b>The contractor shall also indemnify BHEL from all consequences/liabilities / penalties in case of non-compliance of the provisions of BOCW Act along with the allied rules and cess act.</b>   |
| 7.    | <b>PERIOD OF CONTRACT</b>   |
| 7.1.  | Duration of contract is as mentioned in the General Information of NIT.   |
| 8.    | <b>FAILURE TO COMPLY WITH CONTRACT</b>  |
| 8.1.  | Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.  |
| 8.2.  | In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the tenderer, the tenderer is liable to compensate the same.  |
| 8.3.  | <b>Breach of Contract:</b> In case of breach of contract, BHEL reserve right to recover from failed supplier/ contractor, the amount of 10% of the contract value from his Security Deposit/available bills/retention amount with BHEL etc.   |
| 9.    | <b>SUB-CONTRACTING</b>  |
| 9.1.  | The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.  |
| 10.   | <b>LAWS GOVERNING THE CONTRACT</b>  |
| 10.1. | The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.  |
| 10.2. | All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.  |
| 10.3. | All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions and in the event of failure such disputes shall be referred to the Arbitrator.  |
| 11.   | <b>LEGAL JURISDICTION:</b>  |
| 11.1. | In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Bengaluru, where BHEL – SBD is situated. All legal proceedings pertaining to the above   |

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|       | matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-SBD is situated and no other court shall have the jurisdiction.   |
| 11.2. | <b>CARTEL FORMATION:</b><br>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.<br>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.   |
| 12.   | <b>ARBITRATION &amp; CONCILIATION:</b>  |
| 12.1. | Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Solar Business Division.  |
| 12.2. | The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties  |
| 12.3. | Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bengaluru.   |
| 12.4. | The cost of arbitration shall be borne as per the award of the Arbitrator.  |
| 12.5. | Subject to the arbitration in terms of 11.3, the Courts at Bengaluru shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.  |
| 12.6. | Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.   |
| 13.   | <b>COMPENSATION:</b>  |
| 13.1. | "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.<br>a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.<br>b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.<br>c) Compensation in respect of each of the victims:<br>(i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)<br>(ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)<br>d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to Section 2 (I) of the Employee's Compensation Act, 1923." |
| 14    | <b>PENALTY/ LD FOR DELAYED DELIVERY:</b><br>BHEL RESERVES THE RIGHT TO RECOVER FROM THE CONTRACTOR, AS AGREED LIQUIDATED DAMAGES AND NOT BY WAY OF PENALTY, A SUM EQUIVALENT TO HALF (½) PERCENT OF THE TOTAL CONTRACT PRICE PER WEEK OR PART THEREOF, SUBJECT TO A MAXIMUM OF TEN (10) PERCENT OF THE TOTAL CONTRACT PRICE EXCLUDING   |

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|      | ELEMENTS OF TAXES, IF THE CONTRACTOR FAILS TO DELIVER THE REQUIRED SERVICES WITHIN THE STIPULATED CONTRACT TIME / PERIOD.  |
| 15   | <p><b>REVERSE AUCTION-Terms and conditions</b></p> <p>“BHEL shall be resorting to Reverse Auction (RA) (<b>Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> with latest amendment if any</b>) for this tender.</p> <ul style="list-style-type: none"> <li>• Start price for RA to be L1 of e-bid/ sealed envelope price bids. (Note: Wherever more than one lowest sealed envelope price bids are identical, BHEL shall declare the start price by reducing the lowest sealed envelope price bid by maximum of one decrement. On acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding. However, if no bidder accepts the start price, RA shall be treated as cancelled/not successful for the respective line item(s) and the tender shall be processed accordingly).</li> <li>• Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 &amp; H2 bidders shall be eliminated.</li> </ul> <p>However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference {presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time}. In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-MII, Order 2017, who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal.</p> <p>Bidders have to submit ‘Process compliance form’ (to the designated service provider) in the Reverse Auction. Non-submission of ‘Process compliance form’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on <a href="http://www.bhel.com">www.bhel.com</a>).</p> <p>However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on <a href="http://www.bhel.com">www.bhel.com</a>).”</p> <p>.Business rule and event of auction will be furnished by our service provider. The terms and conditions specified herein are to be strictly adhered to for all the activities.</p> |
| 16   | <b>CONCILIATION CLAUSE – Annexure IA</b>   |
| 17   | <b>MAKE IN INDIA CLAUSE- NOT APPLICABLE</b>  |
|      | <ol style="list-style-type: none"> <li>i. For this procurement, Public Procurement (Preference to MAKE IN INDIA) Order 2017 Dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 and subsequent orders issued by the respective Nodal Ministry shall be applicable. Even if issued after issue of this NIT but before finalization of contract WO against this NIT.</li> <li>ii. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement same shall be applicable .</li> </ol>   |
| 18   | <b>FORMATS</b>   |
| 18.1 | Third Party Non-Disclosure Agreement (NDA) format  |
| 18.2 | EFT Format   |
| 18.3 | GCC (enclosed with NIT). In case of any conflict between the General Conditions of Contract and NIT Terms, provisions contained in the NIT terms shall prevail.  |
| 18.4 | Bank Guarantee (format)  |
| 18.5 | Reverse auction doc.   |


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### Details related to Reverse Auction

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| <p><b>LOG IN NAME &amp; PASSWORD:</b> Each Bidder is assigned a Unique User Name &amp; Password by Service Provider. Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from Service Provider All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.</p>  |
| <p><b>BIDS PLACED BY BIDDER:</b> The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, BHEL and / or Service Provider shall take action as appropriate.</p>  |
| <p><b>Auction Start price &amp; Decremental Value:</b> Start price for RA to be L1 of e-bid/ sealed envelope price bids &amp; Decremental value applicable in the on line reverse auction will be decided by BHEL after evaluating the bids received from the vendors in the sealed envelope price bid/e-bid and will be available to the vendors on the bidding screen of the online reverse auction.</p>   |
| <p><b>LOWEST BID OF A BIDDER:</b> In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to sell. The bidders to note that the first appreciable bid that comes in the system must be equal to or less than the auction start price which the bidder can view at the start of reverse auction and subsequent bids shall conform to minimum decremented value or multiples of the decremented value.</p> |
| <p><b>AUCTION TYPE:</b> English No Ties Reverse (Refer Bidder Manual)</p>  |
| <p><b>VISIBILITY TO BIDDER:</b> The Bidder shall be able to view the following on his screen along with the necessary fields:</p> <ul style="list-style-type: none"> <li>• Rank of the bidder</li> <li>• Lowest bid in the reverse auction</li> <li>• Bid Placed by him</li> </ul>   |
| <p><b>AUCTION WINNER:</b> At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.</p>  |
| <p><b>GENERAL TERMS &amp; CONDITIONS:</b> Bidders are required to read the "Terms and Conditions" section of the auctions site ----- using the Login ID and passwords given to them.</p>   |
| <p>The Supplier / Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.</p>   |
| <p>The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.</p>   |
| <p>BHEL's decision on award of Contract shall be final and binding on all the Bidders.</p>   |
| <p>BHEL along with Service Provider can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or Service Provider after the first posting will have to be accepted if the Bidder continues to access the site after that time.</p>  |
| <p>BHEL/Service Provider shall not have any liability to Bidders for any interruption or delay in access to the site for the reasons which include Power supply interruption, System failure, non-availability of WEB/Screen etc.</p>  |
| <p>BHEL/Service Provider is not responsible for any damages, including damages that result from, but are not limited to negligence. BHEL / Service Provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.</p>  |
| <p>All the Bidders are required to submit the Agreement Form duly signed to Service Provider. After the receipt of the Agreement Form, Log in ID &amp; Password shall be allotted to the suppliers (bidders).</p>  |
| <p>After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to Service Provider for further proceedings.</p>  |

### Reverse Auction Form

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#### Event Information

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

#### 1. Scheduled Date & Time of the event:

WILL BE INTIMATED BY .....

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

#### 2. Contact Information

“BHEL-SBD”

#### A. General Contract related Queries

Name:

Designation:

Tel Nos.

E-mail ID:

Mobile No:

“Service Provider”

#### Software Related Queries/ Process related Queries

Name:

Designation:

Tel Nos.

E-mail ID:

TO BE INTIMATED LATER

### Process Compliance Form

To

Service Provider,


.....

.....,

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

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

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This letter is to confirm that:

- 1) The undersigned is authorized official of the company.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

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

With regards


Signature with company seal -

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

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### THIRD PARTY NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_ on behalf of the \_\_\_\_\_ (Name of Company),

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

I warrant and agree as follows:

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

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

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

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

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


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

Dated at....., this.....day of .....20 .

Name

Company

Signature


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**ANNEXURE IA:**

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

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:  
The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in Format 7 hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in Format-8 hereto.
2. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
3. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
4. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
5. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
6. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
7. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of

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receipt of the recommendations from the IEC.

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




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section 30 of the Arbitration and Conciliation Act, 1996.


19. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
20. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
21. The proceedings of Conciliation under this Scheme may be terminated as follows:
  - a. On the date of signing of the Settlement agreement by the Parties; or,
  - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
  - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
22. The Conciliator(s) shall be entitled to following fees and facilities:

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


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|   |                           |  |
|---|---------------------------|--|
| 4 | Travel and transportation | As per entitlement of equivalent officer (pay scale wise) in BHEL  |
|   | Others                    | As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class   |
| 5 | Venue for meeting         | Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately. |

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

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|---|--|--|

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

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**Format 5 to BHEL Conciliation Scheme, 2018**  
**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE**  
**IEC BY BOTH THE PARTIES**

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

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

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

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

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**FORMAT-7**

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

To,

M/s. (Stakeholder's name)

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

Ref: ContractNo/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Dear Sir/Madam,

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

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

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


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

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

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

Thanking you Yours  
faithfully  
Representative of BHEL

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

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

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

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

Ref: ContractNo/MoU/Agreement/LOI/LOA& date\_\_\_\_\_.

Dear Sir/Madam,

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

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


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

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

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

Thanking you  
 Yours faithfully  
 Representative of the Stakeholder

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

|   |  |  |
|---|--|--|
|  | <b>BHARAT HEAVY ELECTRICALS LIMITED,</b><br><b>Solar Business Division, Malleswaram,</b><br><b>Bengaluru - 560 012</b> | <b>TENDER</b><br><b>DOCUMENT</b><br><b>(PART – A)</b><br><b>Vol II</b> |
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**FORMAT-9****FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC**

To,

M/s. (Stakeholder's name)

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

Ref: ContractNo/MoU/Agreement/LOI/LOA&amp; date\_\_\_\_\_.

Sir,

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

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

details of Conciliator(s)

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

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


Yours faithfully,

Representative of BHEL

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

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



|   |  |  |
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|  | <b>BHARAT HEAVY ELECTRICALS LIMITED,</b><br><b>Solar Business Division, Malleswaram,</b><br><b>Bengaluru - 560 012</b> | <b>TENDER</b><br><b>DOCUMENT</b><br><b>(PART – A)</b><br><b>Vol II</b> |
|---|--|--|

| <b>Bank Detail (For EMD/SD submission as applicable):</b><br><b>Bharat Heavy Electricals Limited Solar Business Division Prof. CNR Rao Circle Malleswaram Bengaluru-560012</b> |                            |  |
|--|----------------------------|--|
| 1  | Name of the Beneficiary:   | Bharat Heavy Electricals Limited   |
| 2  | Name of the Bank & Branch: | IDBI Bank Limited, Trade Finance   |
| 3  | Address of the Branch:     | Trade Finance IDBI House,58, 1 <sup>st</sup> Floor, Mission road, Bengaluru-560027 |
| 4  | Bank Telephone No:         | 080-2227 9576  |
| 5  | NEFT IFSC code             | IBKL0000377  |
| 6  | Account Type:              | Current  |
| 7  | Account No.                | 008103000003605  |
| 8  | RTGS IFSC code:            | IBKL0000377  |

### QR-CODE for EMD/SD Submission

Powered by



**BHIM** **UPI**

INDIA INTERFACE FOR MONEY UNIFIED PAYMENTS INTERFACE

**SCAN & PAY**



**1000200123000007.8792274550@idbi**

**BHARAT HEAVY ELECTRICALS LIMITED**

**Payment Accepted from all UPI Apps.**

सभी UPI Apps से  
भुगतान स्वीकार किया जाता है।




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

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

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

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

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including \_\_\_\_\_<sup>6</sup> and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee

is made on us in writing on or before the \_\_\_\_\_<sup>7</sup>, we shall be discharged from all the liability under this guarantee thereafter.

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

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

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

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>5</sup>
- b) This Guarantee shall be valid up to .....<sup>6</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>7</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date \_\_\_\_\_ Day of \_\_\_\_\_

for \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_

(Signature of Authorized signatory)

<sup>1</sup> ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited

<sup>2</sup> ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>6</sup> VALIDITY DATE ((At least 3 months more than completion period)

<sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD (At least 3 months more than the present date of validity of BG)

**Notes:**

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

## Guidelines for Reverse Auction – 2021

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

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### 1.0 Scope

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

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

### 3.0 Upfront declaration in NIT

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

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

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

### 6.0 Business rules for RA

Model Annexure-I is attached.

### 7.0 Role of Service Provider

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

## Guidelines for Reverse Auction – 2021

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

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

### 10.0 Reverse Auction Process

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

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

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

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

### 11.0 Processing of case after RA

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

## Guidelines for Reverse Auction – 2021

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

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### 13.0 Others

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

---XXX---

ABRIDGED VERSION

## Guidelines for Reverse Auction – 2021

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

### Business Rules for Reverse Auction

#### Annexure – I

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

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

#### 1. Procedure of Reverse Auctioning

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

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

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

## Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05

Dated: 08.03.2021

### Business Rules for Reverse Auction

### Annexure – I

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

The above process will continue till completion of Reverse Auction.

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

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

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ABRIDGED VERSION

Validate Print Help

**Percentage BoQ**

Tender Inviting Authority: AGM - WCC

Name of Work:Exterior painting works at Townships A & B at BHE-SBD, Bangalore

Contract No: 419799

| Sl. No. | Item Description   | Quantity | Units | Estimated Unit Rate in Rs. P | TOTAL AMOUNT Without Taxes in Rs. P | TOTAL AMOUNT In Words  |
|---------|--|----------|-------|------------------------------|-------------------------------------|--|
| 1       | 2  | 4        | 5     | 6                            | 53                                  | 55   |
| 1       | <b>BOQ for Exterior painting works at Townships A &amp; B at BHE-SBD, Bangalore</b>  |          |       |                              |                                     |  |
| 1.01    | Providing, applying and finishing exterior walls with two or more coats of Arylic Smooth exterior paint (Asian Paints make - Apex Ultima) @ 1.67 ltr/ 10sqm over the existing painted surface after thoroughly cleaning the surface and making it free from all the dust, dirt and any other foreign matter, providing and applying suitable crack filler over minor cracks and gaps including the cost of all materials, labour and proper scaffolding to be provided for building and over head tanks. Working height upto 13m for building structure and Working height of 25m for 2 nos. of Over Head Tanks. The Scaffolding charges for painting work of Over Head Tank will be paid saperately. This item includes the rate of usage of suitable scaffolding charges required for painting of building structure and no additional payment will be made for the same. The contractor shall deploy only skilled painters who are experienced for working at height. | 22853.00 | sqm   | 102.33                       | 2338547.490                         | INR Twenty Three Lakh Thirty Eight Thousand Five Hundred & Forty Seven and Paise Forty Nine Only |
| 1.02    | Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to 25m height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after. The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in- charge. The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.(Remarks:Over Head Tanks)                                     | 600.00   | sqm   | 286.65                       | 171990.000                          | INR One Lakh Seventy One Thousand Nine Hundred & Ninety Only                                     |
| 1.03    | Repair to plaster of thickness 12mm to 20 mm in patches of area 2.5 sqm and under, including cutting the patch in proper shape, raking out joints and preparing plastering the wall surface with white cement based polymer modified self curing mortar, including disposal of rubbish, all complete as per the direction of Engineer-In-Charge. (Remarks:For repair works in Building exterior surface and Over head tank exterior surfaces.)   | 300.00   | sqm   | 568.60                       | 170580.000                          | INR One Lakh Seventy Thousand Five Hundred & Eighty Only   |
| 1.04    | Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work over the fixed and shutters portion of Windows and ventilators after thoroughly rubbing and cleaning the surface and making it free from dust, dirt or any foreign matter including the cost of all materials and labour. The contractor shall deploy only skilled painters who are experienced for working at height. Working height 13m approx.  | 1397.82  | sqm   | 87.12                        | 121778.078                          | INR One Lakh Twenty One Thousand Seven Hundred & Seventy Eight and Paise Eight Only              |

|                               |   |        |                      |        |                    |   |
|-------------------------------|---|--------|----------------------|--------|--------------------|---|
| 1.05                          | Cleaning of Over Head R.C.C. Tank ( independent staging) including disposal of silt and rubbish, all as per direction of Engineer-in-Charge. The cleaning shall consist following operations:-<br>(i) Tank shall be emptied of water by pumping & bottom shall be cleaned of silt and other deposits.<br>(ii) Entire surface area of the sump shall then scrubbed thoroughly with wire brush etc. and pressure washed with water.<br>(iii) Chlorination of RCC internal surface by liquid chlorine.<br>(iv) The treated surface shall be dried using air jetting and all loose particles shall be removed from the surface.<br>(v) Finally the surface shall be treated with ultraviolet radiation etc. as per direction of Engineer-in-Charge. Working height 25m. (Remarks:Over Head Tanks)   | 443.52 | sqm                  | 358.22 | 158877.734         | INR One Lakh Fifty Eight Thousand Eight Hundred & Seventy Seven and Paise Seventy Three Only      |
| 1.06                          | Providing and applying integral crystalline slurry of hydrophilic in nature for waterproofing treatment to the RCC structures like Over Head water tanks, prepared by mixing in the ratio of 5 : 2 (5 parts integral crystalline slurry : 2 parts water) for vertical surfaces and 3 : 1 (3 parts integral crystalline slurry : 1 part water) for horizontal surfaces and applying the same from negative (internal) side with the help of synthetic fiber brush. The material shall meet the requirements as specified in ACI- 212-3R-2010 i.e by reducing permeability of concrete by more than 90% compared with control concrete as per DIN 1048 and resistant to 16 bar hydrostatic pressure on negative side. The crystalline slurry shall be capable of self-healing of cracks up to a width of 0.50mm. The work shall be carried out all complete as per specification and the direction of the engineer-in-charge. The product performance shall carry guarantee for 10 years against any leakage. For vertical surface two coats @ 0.70 kg per sqm. Working height 25m. (Remarks:Over Head Tanks) | 443.52 | sqm                  | 399.07 | 176995.526         | INR One Lakh Seventy Six Thousand Nine Hundred & Ninety Five and Paise Fifty Three Only           |
| <b>Total in Figures</b>       |   |        |                      |        | <b>3138768.828</b> | INR Thirty One Lakh Thirty Eight Thousand Seven Hundred & Sixty Eight and Paise Eighty Three Only |
| <b>Quoted Rate in Figures</b> |   |        | Select               |        | <b>0.000</b>       | INR Zero Only   |
| <b>Quoted Rate in Words</b>   |   |        | <b>INR Zero Only</b> |        |                    |   |