

Domain :	bhel.abcprocure.com
Parent department:	CFP RUDRAPUR

## View form

Event ID : 31285 RFQ/NIT/Enquiry no. : 201901601

Description : ANNUAL MAINTENANCE CONTRACT OF SOLAR ROOF-TOP & GROUND MOUNTED PV SYSTEMS AT VARIOUS LOCATIONS CUMULATIVE 1420 KWp AT ONGC ASSAM (AMC FOR FIVE YEARS)

### TECHNO COMMERCIAL

Technical and Commercial terms of NIT. Disagreeing to any terms and conditions may lead to disqualification of offer.

SL. NO.	DESCRIPTION	DETAILS	REMARKS (IF DISAGREE)
All numbers   Other   Show	Long text   Other   Show	Long text   Other   Show	Other   Show
1	Conformity of Product with specification & terms given in tender.	Bidder has to accept the technical specifications, tender terms and attached all relative documents as per NIT, PQR, GCC, SCC.	To be filled by bidder (Combo Box)
2	Mobilization at Site	Various Locations of ONGC NAZIRA, LAKWA, SIBSAGAR, ASSAM , details as per Annexure-I	To be filled by bidder (Combo Box)
3	Price basis	Price shall be variable as per Price Variation Formula indicated in Special Terms & Conditions (SCC) "Price Variation Clause, Chapter IX". Any Compensation amount shall be paid or recovered shall be accordingly	To be filled by bidder

			(Combo Box)
4	Payment Terms	Bills shall be raised by Contractor on Quarterly basis only after completion of recording and verification of work measurement as per Chapter-7 (Page 17-18) of GCC attached in this NIT. Any bill without Verified Measurement Sheet and duly filled and signed Format WAM6/WAM7 shall not be entertained by BHEL. Payments to Contractors shall be made as per chapter VIII of SCC.	To be filled by bidder (Combo Box)
5	Quotation validity	90 days from bid opening	To be filled by bidder (Combo Box)
6	LD clause	In case of non-deployment of labour and non-commencement of Operation & Maintenance activities at site within ten days after award of contract, Liquidated Damages (at the rate of 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value) shall imposed on the Contractor/Bidder. For details, please refer Chpater-09 "Liquidated Damages/Penalty" of General Terms & Conditions.If an issue related to operation & maintenance is not attended within 72 hrs of lodging of complaint as indicated in above-mentioned clause SI No.4, a reminder of complaint may be raised by BHEL/ONGC, pursuant to which, a penalty of Rs.25 per KW/day or more shall be imposed. If the outage of the plant is more than 30 days continuously, then the 50% Security Deposit amount shall be encashed by BHEL and if the outage is exceeding more than 60 days than complete Security Deposit amount shall be encashed by BHEL. This will be applicable until 5 years of O&M as per the scope of the NIT.	To be filled by bidder (Combo Box)
7	Security Deposit	Security Deposit (SD) amount shall be 5% of the Contract value. 100% Security Deposit amount will have to be deposited by the successful bidder within a week of award of Contract. Complete details regarding submission of security deposit has been given in GCC (REG1920-20190160/ Part-05) in Chapter 01, Clause 8 (page 5/41).	To be filled by bidder (Combo Box)
8	Risk Purchase Clause	Bidder to accept BHEL standard risk purchase clause. If the supplier fails to deliver the whole or any part of the goods or services within the stipulated delivery period mentioned in the Purchase order, BHEL shall be entitled to terminate the contract and to purchase the same or the best and the nearest available substitute from elsewhere at the risk and cost of the seller either the whole or any part of the goods/Services. In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection.	To be filled by bidder (Combo Box)
9	Reverse Auction	BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-Submission of 'Process compliance form or Online sealed bid' by the agreed bidder (s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. 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	To be filled by bidder (Combo Box)

		BHEL as per extant guidelines for suspension of business dealing with suppliers/ contractors (as available on www.bhel.com).” As a reminder to the bidders, system will flash following message (in RED Color) during the course of ‘online sealed bid’: “Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”.	
10	Suspension of Business Dealings	Suspension of Business Dealings: Action shall be taken as per extant BHEL “Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016” against Supplier as well their agents who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Further details in this regard can be accessed through BHEL website www.bhel.com	To be filled by bidder (Combo Box)
11	Fraud Prevention Policy	The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."	To be filled by bidder (Combo Box)
12	Facilitation to MSE bidders	MSE bidders are encouraged by BHEL and shall be facilitated as per attached Annexure-3. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of valid MSE certificate like EM-II certificate or NSIC certificate or Udyog Aadhar Memorandum (UAM) or any other relevant certificate provided by any other body specified by Ministry of MSME, GoI under Public Procurement Policy along with attested copy of a Chartered Accountants certificate not older than one financial year (Format enclosed at Annexure-4). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening/reverse auction. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.	To be filled by bidder (Combo Box)
13	Jurisdiction	Suits or any matter arising out of the PO shall be settled in Rudrapur, Uttarakhand, India courts.	To be filled by bidder (Combo Box)
14	Delivery Destination	Successful bidder shall depute labour at sites(ONGC ASSAM at various locations, as per Annexure-I) to start operation & maintenance activities within 10 days from the date of work order with all required tools and spares	To be filled by bidder (Combo Box)
15	Quotation Reference No.	Bidder to mention its Quotation Reference no. with date.	To be filled by bidder (Long text)
16	Bidder's Detail	Name and Contacting Details (i.e. Mobile no. E-mail ID) of Bidder	To be filled by bidder (Long text)

17	Bank Charges	Respective bank charges to respective account.	To be filled by bidder (Combo Box)
18	Arbitration & Conciliation	a) In case amicable settlement is not reached between the Parties, in respect of any dispute or difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract( or Agreement) 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 or controversy of claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In-Charge of the Unit/Division/Region. b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute. c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications of re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be at Component Fabrication Plant, Rudrapur, Distt. Udham Singh Nagar, Uttarakhand. d) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: e) In the event any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of Public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. f) Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.	To be filled by bidder (Combo Box)
19	Delivery Period	The work is of continuous nature and of total duration of 05 years (60 months). Once the contract for maintenance of Solar PV plants has been awarded, the labour at site will be deputed by the bidder within 10 days. Contract shall start from the date of deputation of labour as per specified scope and shall be considered as Zero date for billing and measurement purpose. Zero date of start of maintenance contract shall be recorded. In case of any delay in deputation of labour, rendering of service Liquidated damages shall be imposed on Contractor. Accordingly, monthly verification of work shall be arranged by the bidder from the customer. Payments shall be processed based on monthly verification on Log Book as submitted.	To be filled by bidder (Combo Box)

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Mandatory : Yes

## Form properties

Price bid form	No	Multiple filling	No
Requires encryption	No	Requires document encryption	No
Requires bid supporting documents	Yes	Mandatory	Yes

## Datatype

Data type	Example
Long Text	There are many variations of passages of Lorem Ipsum available, but the majority have suffered alteration in some form, by injected humour, or randomised words which don't look even slightly believable etc.
All Numbers	123, 1.23, -123, Zero etc.. Values are allowed.
Combo Box	List of combo box as created with alphanumeric characters