

	<p align="center">Bharat Heavy Electricals Limited (A Government of India Undertaking) BOILER AUXILIARIES PLANT RANIPET – 632 406, INDIA</p>	Phone No:04172-284259, 4698 FAX No.:04172-241176 E-mail: elangovan@bhelrpt.co.in mpcsekhar@bhelrpt.co.in
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WORKS CONTRACT MANAGEMENT DEPARTMENT

REGISTERED POST WITH ACK.DUE

INVITING TENDER	
Tender Notice No	9860001E DT: 02.05.2016.
Name of work	Obtaining of RECs from NLDC and Trading of the same at power exchanges(IEX/PXIL) of 5MWp SPV power Plant, BHEL, Ranipet.
Type of tender	Open tender.
Period of contract	Two years (Tentatively from July, 2016)
Earnest Money Deposit (EMD) Amount	Not Applicable
Last date & Time for Receipt of the Tender	24.05.2016 at 14.00 hrs
Date of Technical bid Opening	24.05.2016 at 14.30 hrs on wards.
<i>(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of submission of Tender	Tender Box placed in WCM Department (Engg. Building –First Floor (South side) , BHEL –BAP- Ranipet – 632 406.
Address on the Sealed Tender Cover to be:	SR.MANAGER / WCM DEPARTMENT ENGG. BUILDING –FIRST FLOOR(SOUTHSIDE), BHARAT HEAVY ELECTRICALS LIMITED RANIPET , VELLORE DISTRICT TAMIL NADU– 632 406.
Venue of the Tender Opening	WCM DEPARTMENT
<p>Note:</p> <ol style="list-style-type: none"> The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tender/list_tender.php) and Govt tender web site: http://tenders.gov.in/ and also in Central Public Procurement Portal (CPP) website: http://eprocure.gov.in/epublish/app Interested bidders may alternately collect hard copy of tender specification documents at free of cost from WCM Dept / BHEL / Ranipet on all working days (between 10.00 to 15.00 hrs) . BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (www.bhel.com > Tender notifications > view corrigendum) only and not in the news papers. Bidders shall keep themselves updated with all such developments. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past. 	

**SR.MANAGER/WCM
ISSUING OFFICER**

**SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS**

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Brief description of 5 MW Solar PV power plant at BHEL RANIPET

The 5 MWp Solar Photovoltaic (SPV) power plant has been set up at BHEL, Ranipet, Tamilnadu under Captive consumption & REC Scheme as per MNRE guidelines. The Solar plant has been commissioned on 07/03/2014 and is in continuous operation. The Energy generated from this 5 MWp solar plant is being wheeled to our own factory consumption bearing HT service connection 1061. As per MNRE guidelines we are eligible entity for participating in REC mechanism.

Accreditation number had been obtained at state agency (SLDC, Chennai) . Registration number had also been obtained from Central agency (NLDC, Delhi) . The annual average expected generation from this plant would be 75 lac units.

Details of RE Generator is given below:

- | | |
|----------------------------------|--|
| 1) Name of the Entity | : BHEL |
| 2) Project No | : 001 |
| 3) Name of RE Generator | : Bharat Heavy Electricals Ltd, Ranipet |
| 4) REG Accreditation No | : TN0SLBHEL001A020414. |
| 5) REG Registration No | : TN0SLBHEL001R050514. |
| 6) Capacity | : 5MWp |
| 7) Physical address of the plant | : M/s. Bharat Heavy Electricals Ltd,
Boiler Auxiliaries plant,
Indira Gandhi Industrial Complex,
Ranipet-632406 |
| 8) Distribution licensee | : TANGEDCO |
| 9) Distribution circle | : Vellore, Tamilnadu. |

- The above Power Plant is accredited by SLDC on 02/04/2014 and registered by NLDC on 05/05/2014 to sell RECs for a period of 5 years.
- BHEL Ranipet plans to generate 36,000 RECs approx and plans to trade an estimated number of 33,000 RECs approx in the coming two years.

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DETAILED SCOPE OF WORK

Bidders shall read the following scope of work carefully and quote for 1) Member's REC trading margin and 2) REC issuance Service Charge.

Total Member's REC trading margin will be calculated for 33,000 estimated RECs and Total REC issuance Service Charge will be calculated for 36,000 RECs for two years period , as per the price bid.

Overall lowest bidder, of both the schedules, will be considered and work will be awarded to a single party.

1. Renewal of Registration with IEX&PXIL: It is the sole responsibility of the contractor, to renew the registration of BHEL in the IEX&PXIL power exchanges . The registration fee along with service tax shall be paid by BHEL to the contractor, as per the norms of respective power exchanges , on production of a valid invoice. It is the responsibility of the contractor to co-ordinate with IEX & PXIL and make payment to IEX & PXIL on BHEL Ranipet's behalf for renewal of registration. The current registration with IEX & PXIL is valid up to 30.06.2016. Hence , renewal of registration which falls due on 01.07.2016 & 01.07.2017 are in the scope of work , under this tender/contract.

2. Obtaining Energy Injection report from SLDC/TANGEDCO:

- The contractor has to co-ordinate with SLDC/TANGEDCO to obtain *Application for issuance of REC* on monthly basis. BHEL Ranipet will assist in providing necessary authorization letters/ clarifications regarding generation details. BHEL Ranipet will also inform the contractor to co-ordinate with SLDC/ TANGEDCO for any other outstanding REC related issues with State Load Dispatch Center (SLDC) and the contractor shall oblige as per BHEL's request.

3. Applying for issuance of RECs and obtaining RECs from NLDC :

- BHEL Ranipet will apply for issuance of RECs to Central agency – National Load Dispatch Center (NLDC). The contractor shall co-ordinate with NLDC and should obtain RECs for BHEL within 15 days from the date of submission of valid documents like *Online Energy Injection Report & Application for issuance of REC*. The NLDC's REC issuance fee charges as fixed by the NLDC shall be paid by BHEL to NLDC. Currently, the rate is Rs.4 per REC.
- The Member's REC issuance charges for issued RECs from NLDC, as quoted and accepted shall be paid against submission of valid invoice.
- However, during the period of contract, if required, BHEL shall inform the contractor to apply for issuance of RECs on BHEL's behalf through on line. Hard copy of the application along with necessary documents has to be submitted to Central agency (NLDC). Contractor has to oblige as per BHEL's request.

4. Submission and Trading of accumulated RECs in IEX/PXIL: Trading of RECs at Power Exchanges (IEX/PXIL) on behalf of BHEL Ranipet for a period of two years.

- The contractor has to submit REC sell bids every month at power exchanges on BHEL's behalf and get them **Redeemed** as per IEX/PXIL norms for getting maximum benefits to BHEL. The number of RECs to be traded at IEX and PXIL will be specified by BHEL Ranipet one day before the trading date. The contractor has to put all-out efforts to redeem all the accumulated RECs before its expiry date.
- Statutory trading commission charges for traded RECs to be paid to IEX & PXIL may be recovered from the monthly REC re-imburement due to BHEL.

- Member's REC trading margin for traded RECs may be deducted from monthly REC reimbursement due to BHEL. Else, payment will be made by M/s BHEL to the contractor on production of valid invoice. Member's REC trading margin shall be claimed monthly.
- After the completion of trading at IEX & PXIL power exchanges, trade reports shall be sent to BHEL Ranipet by email immediately within one day from the completion of trading.

5. Payout to BHEL

- After deduction of IEX/PXIL trading commission charges and Member's REC trading charges (if deducted), the contractor has to ensure that the **payout to BHEL** is credited into BHEL Account (**A/c No: 10664849171, IFSC Code: SBIN0007013, Bank Name: SBI, MR PURAM, BHEL Project, Branch code: 07013**) within the time frame specified by power exchanges (presently T+ 2 days, where T is trading date). The current REC sell charge is Rs.3500 per REC.

6. The contractor shall quote for the following.

- a. Member's REC trading margin per REC traded
- b. REC issuance Service Charge per REC issued

7. The contractor has to function as per the Business Rules of the Indian Energy Exchange/ Power Exchange of India Ltd revised from time to time. Any changes in the Business Rules of Power exchanges, then and there will be adoptable on mutual agreement between BHEL and the contractor.
8. BHEL Ranipet is not responsible for variations in the estimated generation of 36,000 RECs and estimated trading of 33,000 RECs. The quantity indicated in the tender document is indicative and notwithstanding anything to the contrary, BHEL shall not be bound by the same. BHEL reserves the right to increase or decrease the actual quantity.

BHEL's Scope :

1. **Annual Renewal of Registration fees by IEX and PXIL** (at actual) along with service tax will be paid by BHEL to the contractor on production of a valid invoice. At present Annual registration fee is Rs. 20,000 for IEX & PXIL each for one year.
2. **IEX & PXIL trading commission charges (at actual)** along with service tax shall be deducted by the contractor from the monthly Re-imbursement of REC sell charges. A valid invoice/ document regarding deduction shall be produced to BHEL. At Present, IEX & PXIL trading commission charge is Rs.20 per REC traded.

If the above mentioned Annual Registration fees and trading commission change, the contractor shall follow the revised charges. In addition, if there is any other statutory fee payable by the contractor to NLDC/SLDC/IEX/PXIL or any other agency, the contractor shall pay on BHEL's behalf and the fee will be reimbursed on production of valid invoice.

3. **Other Statutory Charges to NLDC/SLDC:** BHEL will make payment for the following statutory requirements to NLDC/SLDC :

- 1) Annual accreditation charge to SLDC
- 2) Annual registration charge to NLDC
- 3) NLDC's REC issuance fee to NLDC

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QUALIFICATION REQUIREMENTS (QR):

The following are the eligibility Criteria

1. The Bidder must be trader member / professional member in IEX and PXIL for trading of RECs and proof of membership has to be submitted along with the tender.
2. The bidder should have experience in trading of RECs and should have minimum of 3 REC clients in the state of Tamilnadu or any other state in India.
3. The average annual REC trading volume during the last three years ending 30th April, 2016 should be at least 9900 RECs.

Note :

1. Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.
2. BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.
3. The work executed in the own name of the bidder only will be considered for the works executed and for meeting the eligibility criteria.
4. Offers of the Contractors/Suppliers , against whom , any unit of BHEL had initiated process for banning or already banned will summarily be rejected.

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DETAILS TO BE FILLED BY THE BIDDER

Details of the Member		Member to confirm	
(a)	Name and Address of the Registered Member		
(b)	Membership No. with IEX		Copy enclosed Yes / No
(c)	Membership No. with PXIL		Copy enclosed Yes / No
(d)	Total number of REC clients as on date in Tamilnadu state		Copy enclosed Yes / No
(e)	Total Number of clients as on date Nationwide.		Copy enclosed Yes / No
(f)	PAN No		Copy enclosed Yes / No
(g)	Service Tax Registration No		Copy enclosed Yes / No
(h)	Name and Address of the Authorized officials for Business contacts		
(i)	Mobile Phone Number		
(j)	Landline Phone Number		
(k)	e-mail id		
(l)	Web site address		

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IMPORTANT NOTE TO BIDDERS

Bidders are requested to submit their offers 'in a sealed cover' consisting of two inner sealed covers such as (1) **Technical Bid cover & (2) Price Bid cover, all **super scribing the name of the work, Tender Number, Due date etc.****

- 1) Technical/Qualification bid cover shall contain duly filled in qualification bid document signed by the bidder in all the pages with documentary evidences for pre-qualification. Any bid without proper documentary evidence for pre-qualification shall not be considered for further evaluation.
- 2) The price bid cover shall contain price bid document(BHEL format only) duly filled in and signed by the bidder in all the pages. The bidder has to quote most competitive rates for all the items in the price bid. The completed technical bid and price bid shall reach the office of the undersigned on or before 24.05.2016 at 14.00 Hrs.
- 3) The Qualification/ Technical bid will be opened on 24.05.2014 at 14.30 hrs onwards. In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the Tender shall automatically fall at the same timing on the next working day. Date and time of opening of the price bid shall be intimated to those bidders who have qualified in the technical bid. The bidders or their authorized agents can participate in the tender opening for which they shall bring authorization letter.
- 4) Bidders are required to submit their price bid in the BHEL format only
- 5) Seeking clarification on Tender : Clarifications on tender if any may be sought by the bidders during the office hours only from the Sr. Manager/WCM Department- phone no -04172-284259/ 284698.
- 6) All the information as called for in the various clauses and annexure of tender should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
- 7) Offers received with any deviation or without relevant information are liable to be rejected.
- 8) Price bids received in any form other than prescribed in PRICE BID are liable for rejection.
- 9) The tender offer should be kept valid for 3 MONTHS from the date of technical bid opening for acceptance by BHEL. No revision of rates shall be entertained after opening of price bid.
- 10) Quoted rates shall be firm through out the contract period of 24 months and extended contract period also and no cost escalation is allowed on any account.
- 11) **Bidders are required to submit their price bid in the BHEL format only.**
- 12) **Seeking clarification on Tender Specification:** Clarifications on tender specification if any may be sought by the bidders during the office hours only from the **Sr. Manager/WCM- Phone no- 04172-284259.**
- 13) All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
- 14) Offers received with any deviation or without relevant information are liable to be rejected.

- 15) Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
- 16) **The bidder has to quote his Rate for all individual items in the Rate Schedule of Price Bid. If the bidder has not quoted the Rate for any item(s), it is considered as incomplete tender and tender can not be accepted.**
- 17) **The tender offer should be kept valid for 3 MONTHS from the date of technical bid opening** for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
- 18) Quoted rates shall be firm through out the contract period and extended contract period also and no cost escalation is allowed on any account.
- 19) **The similar works executed in the own name of the bidder only will be considered for eligibility / qualification criteria.**
- 20) BHEL reserves the right to increase or decrease the tendered quantity.
- 21) Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- 22) BHEL reserves the right to negotiate or refloat the tender opened, if L1 Price is not lowest acceptable price to them inter-alia other reasons.
- 23) BHEL reserves the right to negotiate the L1 rate.
- 24) The contract may be pre closed as decided by BHEL during tenure of the contract with one month prior intimation.
- 25) **The contract will be finalized based on the overall LOWEST value and to be awarded to single party only since split in schedules is not possible.**
- 26) a) **Arbitration**
 - i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of Executive Director, BAP or any designate nominated by the Executive Director of BHEL in his sole discretion.
 - ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
 - iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
 - iv) The Contractor shall, not with standing any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL.
- b) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.
- c) **Risk Purchase**
 - i) In case of any neglect or refusal on the part of the Contractor to:
 - commence the Contract, or
 - provide sufficient labour for the Contract or
 - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
 - if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

- ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.
 - iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means.
- d) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
- i) Breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - ii) Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - iii) Failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
 - iv) Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

27) FORCE MAJEURE CLAUSE:-

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

If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time / waiver of penalty/liquidated damages shall be granted for periods considered reasonable by AGM/WCM subject to prompt notification by the contractor.

28) All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL website to keep themselves updated.

29) Multiple Bids:

The bidder in his own interest shall submit only one bid. If a bidder submits Multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party.
- b) If one bidder is the Affiliate of another bidder.

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

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

30) Fraud Prevention Policy:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice.

31) Discrepancy in "words " & " Figures ":

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

32) BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.

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

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ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	PAN NO. <input type="text"/>	
02	VENDOR CODE (as In WORK ORDER)	<input type="text"/>	
03	Details of Bank Account:		
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	<input type="text"/>	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<input type="text"/>	
C)	BANK BRANCH CODE:	<input type="text"/>	
D)	MICR CODE	<input type="text"/>	
E)	ACCOUNT NUMBER	<input type="text"/>	
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT	
G)	VENDOR NAME AS PER BANK RECORDS	<input type="text"/>	
H)	BANK BRANCH RTGS IFSC CODE	<input type="text"/>	
I)	BANK BRANCH NEFT IFSC CODE	<input type="text"/>	
J)	VENDOR'S EMAIL ID (give two ids)	<input type="text"/>	
		<input type="text"/>	
K)	NAME OF AUTHORISED SIGNATORY	<input type="text"/>	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
Signature Under Bank stamp)
Authorisation No. _____

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorized Signatory and certified by Banker.

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GENERAL CONDITIONS OF CONTRACT

1) DESPATCH INSTRUCTIONS:

- 1.1. This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in a sealed cover duly super scribing the name of work as given in the tender notice.
- 1.2. The tender shall be addressed to Officer inviting tender as indicated in the tender notice.
- 1.3. Tenders submitted by post shall be sent by “**REGISTERED POST WITH ACKNOWLEDGEMENT DUE**” and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
- 1.4. Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those bidders or their authorized representatives who may be present.
- 1.5. The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 1.6. Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.
- 1.7. Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offers by the bidder in token of complete acceptance thereof. The information's furnished shall be completed by itself.
- 1.8. The bidders shall quote the rates for each item of the tender schedules in rupees and paise only. These rates shall be entered in figures as well as in words. In case of any difference in the rates quoted in figures and in words, words will be taken as the tendered rate.
- 1.9. All entries in the tender documents should be in one ink. Over-writing and corrections should be avoided. The Bidders concerned should duly sign for all corrections and over-writings.

2) DATA TO BE FURNISHED :

- 2.1. Full information shall be given by the bidder in respect of the following. Non-submission of this information may lead to rejection of the offer.
- 2.2. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached. (If it is a Company or Firm, etc., Director/Managing Partner as the case may be is required to sign).

2.3. IN CASE OF AN INDIVIDUAL:

His full name, address and place and nature of business shall be indicated.

2.4. IN CASE OF PARTNERSHIP FIRMS:

The names of all the partners and their addresses be furnished along with a copy of the partnership deed/instrument of partnership duly certified by Notary Public shall be enclosed.

2.5. IN CASE OF COMPANIES:

Date and place of registration including date of commencement certificate in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished) are to be furnished.

2.6. Nature of business carried on by the Company and the provisions of the Memorandum relating there of shall be furnished.

2.7. Names and particulars including addresses of the Directors and their previous experiences shall be furnished.

2.8. A list of tools and tackles that the bidder is having and those that will be used on this job shall be furnished.

2.9. In addition to the above, the particulars required in annexure shall also be furnished.

3)

4) AUTHORISATION AND ATTESTATION:

Tenders shall be signed by persons duly authorized /empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

5) VALIDITY OF OFFER:

The rates in the Tender shall be kept open for acceptance for a minimum period of **THREE MONTHS** from the date of tender opening. In case the Bharat Heavy Electricals Limited calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the bidders.

6) EXECUTION OF CONTRACT:

The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Award by Bharat Heavy Electricals Limited. The successful bidder shall be required to execute an agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion, stamping and registration of the agreement with prescribed authority, if necessary, shall be borne by the Contractor.

7) SECURITY DEPOSIT (SD):

7.1. Upon acceptance of tender, the successful bidder within the time specified in the letter of intent must deposit the required amount of Security Deposit for satisfactory execution of work and shall not commence work under this contract before remitting security deposit except as directed by BHEL.

7.2. The total amount of Security Deposit shall be as follows:

- 7.2.1. In the case of work costing up to Rs.10 lakhs – 10% of the quoted value.
- 7.2.2. In the case of work costing Rs.10 lakhs to Rs.50 lakhs – Rs.1 lakh plus 7.5% of the amount exceeding Rs.10 Lakhs.
- 7.2.3. In the case of work costing more than Rs.50 Lakhs – Rs.4 lakhs plus 5% of the amount exceeding Rs.50 Lakhs.

7.3. The Security Deposit may be furnished in any one of the following forms:-

- 7.3.1. Cash (as permissible under the income tax act).
- 7.3.2. Pay order, Demand Draft in favour of BHEL.
- 7.3.3. Local cheques of Scheduled Banks, subject to realization.
- 7.3.4. Securities available from Post Offices such as National saving Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- 7.3.5. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the companies act subject to a maximum of 50% of the total security deposit value. Balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- 7.3.6. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the companies act. The FDR should be in the name of the contractor, account BHEL, duly discharged on the back.
- 7.3.7. Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the security deposit (as Bank Guarantee or Demand Draft) should be remitted before start of the work and balance 50% may be recovered from the running bills till the full Security Deposit is made up.
- 7.3.8. Acceptance of security deposit as per clause 7.3.4 and 7.3.6 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- 7.3.9. If the value of the work done at any time exceeds the accepted agreement value, the security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.
- 7.3.10. Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money and cancellation of the award of work.
- 7.3.11. If any part of Security Deposit of the Contractor is held in the form of approved securities it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Ranipet, in such a manner that the same can be realized fully without referring to the Contractor, BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.

7.3.12. BHEL reserves the right to forfeiture of Security Deposit in addition to the other claims and penalties in the event of the Contractor's failure to fulfill any of the Contractual obligation including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL or in the event of termination of Contract as per terms and conditions of Contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

8.0 RETURN OF SECURITY DEPOSIT:

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

9.0 REJECTION OF TENDER AND OTHER CONDITIONS

9.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

9.1.1. To reject any or all of the bidders.

9.1.2. To award the work in part.

9.1.3. Either of the contingencies stated in (9.1.2) above to modify the time for completion suitably.

9.2. Conditional and Un witnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

9.3. If a bidder expires after the submission of his/her tender or after the acceptance of his/her tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

9.4. BHEL will not be bound by any power of Attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the Contract. They may, however recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

9.5. If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or cancel the contract, if awarded. The Earnest Money/Security Deposit /any other money due shall also be forfeited.

9.6. Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the contractor's who resort to canvassing in any form are liable to rejection.

9.7. Should a bidder or contractor or in the case of a firm or company of contractor's one or more of its partners/share holders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

9.8. The successful bidder should not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to

**SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS**

BHEL for the work awarded to him.

9.9. No deviation from the tender specification shall be acceptable to BHEL. Bidders shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate letter as specified by BHEL.

10.1 DEFINITION:

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

10.2 BHEL or (B.H.E.Ltd) shall mean Bharat Heavy Electricals Limited a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri fort, New Delhi 110 049 or its Authorized Officers or its Resident Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

10.3 “GENERAL MANAGER”

Shall mean the officer in Administrative charges of contracting unit of BHEL.

10.4 “ENGINEER” or “ENGINEER IN CHARGE” shall mean Engineer who is in-charge for the works referred.

10.5 “SITE” shall mean the place or places at which the plants/equipments are to be erected and services are to be performed as per the specification of this contract.

10.6 “CONTRACTOR” shall mean the individual, firm or company who enters in to this contract with BHEL and shall include their executors, administrators and successor and permitted assignees.

10.7 “CONTRACT” or “CONTRACT DOCUMENT” shall mean/and include the agreement or work order, the accepted appendices of rates, schedules, quantities, if any and general conditions of contract, the special conditions of contract, instructions to the bidders, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/Acceptance Letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender document or subsequent letters shall not form part of the contract unless specially accepted in writing by BHEL, in the Letter of intent and incorporated in the agreement.

10.8 “GENERAL AND SPECIAL CONDITIONS OF CONTRACT” shall mean the “Instructions to Bidders and General and Special Conditions of Contract” pertaining to the work for which the bidders are called for.

10.9 “TENDER SPECIFICATIONS” shall mean the “SPECIFIC CONDITIONS, Technical specifications, appendices, site information’s and drawings” pertaining to the work in which the bidders are required to submit their offer, Individual specification number will be assigned to each tender specification..

10.10 “TENDER DOCUMENTS” shall mean the General and Special Conditions of Contract (10.8) and tender specification (10.9).

10.11 “LETTER OF INTENT” shall mean the intimation by a letter to the bidder that the tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are

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WITH SEAL AND ADDRESS**

applicable from this date.

10.12 “COMPLETION TIME” Shall mean the period by date specified in the acceptance of tender or date mutually agreed upon for handing over of the erected equipment/plant which is found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.

10.13 “PLANT” shall mean and cannot the entire assembly of the plant and equipments covered by the contract.

10.14 “EQUIPMENT” shall mean all equipments, machinery, materials, structural, electrical and their components of the plant covered by the contract.

10.15 “TESTS” shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contract work or part thereof.

10.16 “APPROVED” “DIRECTED” or “INSTRUCTED” shall mean approved, directed or instructed by BHEL.

10.17 “WORK OR CONTRACT WORK” shall mean and include supply of all categories of labour specified consumables, tools and tackles required for complete and satisfactory site transportation handling, stocking, storing, erecting, testing, and commissioning of the equipments to the entire satisfaction of BHEL.

10.18 “SINGULAR AND PLURAL ETC” works carrying singular number shall also include plural and vice versa, where the context so required. Words importing the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any company or association or body of individuals, whether incorporated or not.

10.19 “HEADINGS”

The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

10.20 “MONTH” shall mean calendar month, unless specified otherwise in the tender.

10.21 “WRITING” shall include any manuscript typewritten or printed statement under the signature of BHEL.

10.22 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India, and shall be subject to the Jurisdiction of the courts having Jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu).

10.23 ISSUE OF NOTICE:

The Contractor shall furnish to the BHEL ENGINEER the name, designation and address of his authorized agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor or his authorized agent or left or posted to the address of either the contractor or of his representative and shall be deemed to have been so give in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.

10.24 USE OF LAND:

No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.

11 COMMENCEMENT OF WORKS:

- 11.1** The Contractor shall commence the works within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.
- 11.2** If the successful bidder fails to start the work within the stipulated time, BHEL, at his sole discretion will have the right to cancel the contract. His earnest money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHELs other rights and remedies in this regard.
- 11.3** All the works shall be carried out under the direction and to the satisfaction of BHEL.
- 11.4** The erected/constructed plant or work performed under this contract shall be taken over when it has been completed in all respects and/or satisfactorily put in to operation at site.

12 MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:

12.1 All payments due to the contract shall be paid through E-PAYMENT (EFT / RTGS) only. The contractor has to furnish acceptance for e-payment, duly indicating the bank account details in the prescribed format.

12.2 For Progress running bill payment :

The contractor shall present detailed measurement working sheets, in quadruplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities/weight shall be the relevant documents and drawings released by BHEL.

12.3 These measurement working sheets will be checked and vetted by BHEL Engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL engineers. The abstract of quantities and percentage so arrived based on the terms of payment shall be entered in Measurement Book and signed by both the parties.

12.4 Based on the above quantity, contractor shall prepare the bills in prescribed Performa and work out the financial value. These will be entered in Measurement Book and signed by both the parties and paid duly effecting recoveries due.

12.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.

12.6 Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.

12.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.

12.8 The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall, without extra charges provide all the assistance with appliances and other things necessary for measurement.

12.9 If, at any time due to any reason, whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurements shall be borne by the contractor.

12.10 Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.

12.11. Final measurement bill shall be prepared in the final bill preformed prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractors shall give unqualified „No Due and „No Demand certificate. All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL. Quantities/Weight erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill, only guarantee obligation percentage shall remain unpaid which shall be released in accordance with terms of payment. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.

13 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation.

13.1 To get the work done through other agency at the risk and cost of the Contractor, in the event of Contractor's poor progress, or inability to progress the work, persistent disregard in instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues.

13.2 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated and get it done through other agency and/or with departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons/BHEL's obligation to its customer.

13.3 To terminate the contract after due notice to cause forfeiting of Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:

- 1) Contractor's continued poor progress.
- 2) Withdrawal from or abandonment of the work before completion of the work.
- 3) Corrupt act of contractor.
- 4) Insolvency of the contractor.
- 5) Persistent disregards to the instructions of BHEL.
- 6) Assignment transfer, sub-letting of the contract without BHEL's permission.
- 7) Non-fulfillment of any contractual obligations.

- 13.4** To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.
- 13.5** To claim compensation for losses sustained including BHEL's supervision charges and overheads for completion on termination of contract and to impose penalty for delay in completion of the work at the rate of ½% of the contract value per week of delay or part thereof subject to a ceiling of 10% of contract value.
- 13.6** To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.
- 13.7** To affect recovery from any amount due to the contractor under this or any other contractor in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation.
- 13.8** To restrict or increase the quantity and nature of work to suit the site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.
- 13.9** While every endeavor will be made by BHEL they cannot guarantee un-interrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation extra payment on his account.
- 13.10** In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

14) CONSEQUENCES OF CANCELLATION:

- 14.1** Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 13 they may complete the work by any means. In the event of the cost of completion as certified by the site Engineer which is final and conclusive being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per the relevant clauses.
- 14.2** In case BHEL completes the work under the provision of this condition, the cost of such Completion to be taken into account in determining the excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

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GENERAL INSTRUCTIONS TO BIDDERS

1. Sealed Tenders for the work mentioned in the Schedule are invited from Contractors experienced in works of similar kind and magnitude.

2. Tenders must be submitted **in sealed covers** and should be addressed to

**SR. MANAGER, WCM DEPARTMENT,
ENGG. BUILDING –FIRST FLOOR(SOUTHSIDE),
BHARAT HEAVY ELECTRICALS LIMITED,
RANIPET – 632 406.**

The Name, Address of the Bidder and the name of work shall be clearly mentioned on the cover.

3. Tenders will be received up to 14.00 hrs. on 24.05.2016 in the prescribed form and will be opened on 24.05.2016 at 14.30 hrs onwards at WCM Office Conference Hall in the presence of such of those Bidders or their agents who may choose to attend.

4. Bidder should sign and seal each and every page of the tender document including the drawings/annexure attached thereto before submitting the tender.

5. Tenders not submitted in the prescribed forms are liable for rejection.

6. In quoting the rates, the Bidders are advised to take into account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

7. GENERAL CONDITIONS OF CONTRACT FOR WORKS, GENERAL INSTRUCTIONS TO BIDDERS , drawings, specifications and other documents also form part of the agreement to be entered into.

8. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the Power of Attorney on behalf of the firm concerned. In the latter case, a copy of the Power of Attorney duly attested by a Gazette Officer must accompany the tender.

9. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for. In case of acceptance of a part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting authority.

10. Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule.

11. Rates quoted SHALL INCLUDE ALL royalties, terminal taxes, octrai, duties, central and provincial excise tax, sales tax / VAT and other taxes levied under the State or Central Government Rules excluding applicable service tax for this work.

12. **Service Tax:**

Rates quoted shall include all royalties, terminal taxes, octroi duties, central and provincial excise tax, sales tax and other taxes leviable under the State or Central Government Rules excluding Service Tax. The Bharat Heavy Electrical Limited will not entertain any claim whatsoever in this respect in future.

The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule included in the bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Pure Service not involving any supply of materials by Contractor:

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

The L1 will be decided based on the lowest cost to BHEL.

If any change in Service tax (statutory variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the vendor only. The required compliance under relevant statute shall be carried out.

13. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the labourer & staff deployed in the work.

14. The contractor will have to submit the Service Tax Registration certificate to BHEL and claim the Service Tax from BHEL by submitting Tax invoice as per Rules & Regulations of Service Tax and the documentary evidence will have to be submitted along with the next bill. If for any reason, the contractor has to pay penalty, interest on service tax, the contractor has to bear such additional payment. BHEL will pay only the service tax at actual. **The Bharat Heavy Electricals Limited will not entertain any claim in this regard.**

15. **Terms of Payment:**

a) **For Members REC Issuance charges:** Payment shall be made within 15 days from the date of submission of valid tax invoice along with proof of REC issuance.

b) **For Members Trading margin:** Payment shall be made within 15 days from the date of submission of valid tax invoice along with IEX/PXIL trading advise slip.

16. If the bidder find discrepancies or omissions in the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful Bidder shall take up on himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

17. Should a Bidder or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or share holder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be rescinded.
18. If the Bidder expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion of cancel such tender.
19. If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains his character.
20. The Bharat Heavy Electricals Limited will not bound by any Power of Attorney granted by the Bidder or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
21. The contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.
22. Words imparting the singular number shall also deem to include the plural number and vice versa where the context so requires.
23. The General and Special Conditions of Contract are complimentary to each other and where they are in conflict, the Special Conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by Bharat Heavy Electricals Limited shall apply.
24. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
25. **COMPLIANCE TO REGULATIONS AND BY-LAWS:**

The Contractor shall conform to the provisions of any statute relating to the work and regulations and By-laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
26. **SET OFF Clause:**

BHEL shall have the right to recover any money due from the contractor form any money due to the contractor under this contract or any other contract or from the security deposit.

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SPECIAL CONDITIONS

1. BHEL reserves the right to increase or decrease the tendered quantity.
2. Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
3. BHEL reserves the right to negotiate or refloat the tender opened, if L1 Price is not lowest acceptable price to them inter-alia other reasons.
4. BHEL reserves the right to negotiate the L1 rate.
5. **The contract will be finalized based on the overall LOWEST value and to be awarded to single party only.**
6. This work shall be in force for Two years from the date of commencement of work. The period of the contract may be renewed or extended at the discretion of Bharat Heavy Electricals Limited.

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UN - PRICE BID

Name of work_: **Obtaining of RECs from NLDC and Trading of the same at power exchanges(IEX/PXIL) of our 5MWp SPV power Plant, BHEL, Ranipet.**

Period of Contract : **Two years.**

Tender Notice No : **9860001E**, DT: 02.05.2016.

SI no	Description	Unit	Quantity (a)	Rate in Rs. (b)	Amount in Rs. (c)=(a) *(b)
01	Members REC Issuance charges	REC	36000	QUOTED	QUOTED
02	Members Trading Margin	REC	33000	QUOTED	QUOTED
03	Sub Total in Rs.			(I)	QUOTED
04	Service tax amount @ %			(II)	QUOTED
05	Total Amount (III) = (I) + (II)				QUOTED

Note:

1. Contractor has to **fill the applicable Service Tax in-terms of percentage (%) in the SI.no. 4.** No other information are allowed to fill in the above tabulation.
2. This Un-Price bid should be submitted along with Techno-Commercial Bid
3. The amount should be quoted only in the PRICE – BID and to be submitted in a separate sealed cover along with the tender.
4. If the service tax is applicable, then the rate of service tax shall be clearly indicated. The service tax paid shall be fully reimbursed by BHEL, on submission of proof for payment of Service Tax receipt along with the invoice.
5. If the bidder's annual serviceable turnover is less than threshold limit (prevailing limit Rs.10 lakhs) and the same shall be clearly indicated as "Service tax is not applicable at present and incase of any service tax liabilities due to exceeding the threshold limit, the bidder shall be responsible and the service tax shall not be reimbursed by BHEL).
6. If not specified in the tender, the same will be treated as inclusive of service tax.
7. **The lowest bidder shall be evaluated based on over all cost to BHEL.**

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PRICE BID

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SI no	Description	Unit	Quantity (a)	Rate in Rs. (b)	Amount in Rs. (c)=(a) *(b)
01	Members REC Issuance charges	REC	36000		
02	Members Trading Margin	REC	33000		
03	Sub Total in Rs.			(I)	
04	Service tax amount @ _____ %			(II)	
05	Total Amount (III) = (I) + (II)				

Total amount in words: (III) (Rs. _____ only)

Note:

All statutory fee like registration fee, REC transaction charges by IEX/PXIL, REC issuance charges by NLDC and any other charges as levied by IEX/PXIL/NLDC/SLDC are not to be included in the above and will be paid by BHEL at actuals.

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