

Name of Work: “Maintenance activity at 5MWp solar power plant of HEEP Plant.”

NIT No: BHEL/HEEP/WCS/6370/202202571 DTD. 26.12.2022



BHARAT HEAVY ELECTRICALS LIMITED, HEEP: RANIPUR, HARIDWAR

NOTICE INVITING e-TENDER

Offers in two-part bids i.e. (i) Techno-Commercial Offer and (ii) Price Bid, against subject **e-tender – Limited Tender (EW001 Category)** Enquiry “BHEL/HEEP/WCS/6370/202202571 DTD. 26.12.2022” are invited from registered contractors for the under-mentioned work at BHEL, HEEP, Haridwar as per detailed scope defined in above referred tender by the undersigned on the behalf of **BHARAT HEAVY ELECTRICALS LIMITED** hereafter referred as **BHEL** as per the tender document.

NIT No & Date	BHEL/HEEP/WCS/6370/202202571 DTD. 26.12.2022
Tender Type	LIMITED (EW001 Category) (TWO PART)
GEPNIC TENDER ID	2022_BHEL_21018_1
Name of Work	Maintenance activity at 5MWp solar power plant of HEEP Plant.
Period of Work	12 Months
Amount of Earnest Money Required	Rs. 45,175/-
NIT Value	Rs. 22,58,750/- (GST extra)
Mode for Submission of Offer	No physical submission of tender. Tender only to be submitted electronically by logging to BHEL e-Procurement portal https://eprocurebhel.co.in/
Corrigendum/Addendum	All corrigendum/addendum in subject NIT shall be updated on BHEL e-Procurement portal https://eprocurebhel.co.in/ . Bidders are requested to visit above portals/website on regular intervals to keep abreast with latest updates.
Last date and Time of Receipt of Tender	06/01/2023 up to 13:00 HRS
Date & Time of Techno-Commercial Bid Opening	06/01/2023 up to 14:00 HRS
Contact details for queries related to tender	<i>Himanshu Arora, Manager(WEX-WCS)</i> Email: harora@bhel.in Phone: +91-1334-281932; Fax: +91-1334-226460 Address: WEX-WCS, ADM-4, BHEL (HEEP), Haridwar-249403

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INSTRUCTIONS TO THE TENDERER

EMD as specified above **must be paid** & Tender without EMD will be summarily rejected and the Technical bid & price bid shall not be considered.

(Note: There is no provision of EMD waiver for MSE suppliers and EMD amount as shown above must be paid.)

▪ **Mode of Payment of EMD:**

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening) or
- (ii) Electronic Fund Transfer (EFT) credited in BHEL account (before tender opening) or
- (iii) Banker’s cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) or
- (iv) Fixed Deposit Receipt (FDR) 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)

In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

- For Electronic Fund Transfer, BHEL account details are as below:

NAME: BHEL HEEP COLLECTION A/C

ADDRESS: RANIPUR, HARIDWAR

ACCOUNT NO.: 10667995458

IFSC CODE: SBIN0000586

- In case of e-Tender, no paper bids shall be accepted, therefore, the scanned copy of the Banker’s cheque/ Pay order/ DD/ FDR/ Bank Guarantee/ details of payment made through EFT should be uploaded in the e-Procurement portal and hardcopies of original EMD (i.e. Banker’s cheque/ Pay order/ DD/ FDR/Bank Guarantee) should be posted/couriered/given in person in a sealed cover super scribing “Name of Work”, “Enquiry number & date” before tender opening and same should reach to BHEL, HEEP, Haridwar before the due date and time of bid of submission.
- In case of Post/Courier, it should be addressed to The Dy. Manager/ WEX- WCS, ADM-4, BHEL, HEEP, Haridwar-249403.
- EMD is acceptable only in the form as mentioned above and offer without original EMD at the time of tender opening will be rejected.
- BHEL reserves the right to cancel/extend the Tender without assigning any reason thereof.

(Himanshu Arora)
Manager

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DETAILS OF TENDER DOCUMENT

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID)

1. General Instructions to Tenderer
2. General Terms & Conditions of Tender
3. Bill of Quantity
4. Scope of work
5. Special Terms & Conditions of Tender
6. Payment Terms and Conditions
7. Undertaking
8. Acceptance/ No Deviation Certificate

General Instructions to Tenderer

(Valid for e-Procurement only through BHEL GePNIC Portal)

The Contractors who wish to participate should **go through the Tender documents thoroughly** before quoting, to ensure that the Tender process is not aborted / vitiated, due to them.

1.0 Quoting & Signing the Tender

- a. Tender to be submitted through electronic mode only by logging to e-Procurement portal <https://eprocurebhel.co.in/>. Physical submission of tender shall not be accepted. It is mandatory to have a valid digital signature certificate (DSC) for submission of tender on e- Procurement portal. (Refer Director (ER&D) order no. AA:DERD:09:SSP dated 21st August,2021)
- b. Vendors interested in participating against an electronic tender are advised to obtain “Digital Signature Certificate” and get themselves registered on “<https://eprocurebhel.co.in/>” website well in advance of the tender closing date. BHEL shall not be able to provide any assistance to the vendor in this regard, and shall not be responsible for failure of the vendor to submit their offer timely against the electronic tender.
- c. Before Quoting, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General Terms & conditions, Special Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which are part of tender and shall form part of the agreement to be entered into.
- d. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- e. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- f. EMD should be submitted as per Part-I (Technical Bid) Qualifying Criteria. Techno-commercial bid will be considered only, if the EMD is valid. EMD in any other form except as specified in tender and tender without EMD will be summarily rejected. EMD indicated in the tender may or may not, reflect any specified percentage on value of work. Hence vendors are advised to offer their quote cautiously while submitting their bid, without any presumption.
- g. EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in the online available cover/envelope in GePNIC specified for Techno-commercial bid only.
- h. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned as per options available on the GePNIC portal.
- i. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.
 - 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 e(a) and e(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.
- j. The Bidder shall fill in all the required particulars of the Tender (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached therein while submitting their tender.

- k. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit their Tender in time.
- l. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- m. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum and within the permissible limits available on the GePNIC portal. If required, documents may be scanned at lower resolutions. However, it shall be sole responsibility of bidder that the uploaded documents are legible.
- n. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**.
- o. If a Bidder deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, **BHEL WILL REJECT SUCH TENDER AT ANY STAGE**.
- p. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- q. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of the Tender. Should any information be found incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and action as per BHEL Policy, rules & prevailing Guidelines shall be taken.
- r. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative be employed in BHEL Haridwar, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- s. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- t. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- u. There will be cover types with the name to identify how many covers will have to be submitted by a Bidder for a particular tender. For single part bid single cover system consisting of **EMD Fee/Prequal/Technical/Finance** in one cover, two part bid double covers system consisting **EMD fee details/technical** bid in one cover & **Financial** bid in the second cover and in three part bid three covers system consisting **EMD fee details** in one cover, **Technical** bid in the second cover & the **Financial** bid in the third cover.
- v. Price bid should not be submitted along with the techno commercial bid in the cover type “Fee/ PreQual/ Technical” specified for techno commercial bid. The price bid has to be submitted separately in the cover type “finance” specified for price bid only.

ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE “TECHNO-COMMERCIAL BID”. The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.

- w. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works and /or provide all documents as per PQR criteria.
- x. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- y. The digital signature of the tenderer on the E-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the conditions laid down in the documents unless special deviation is quoted by the tenderer.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a **"NO DEVIATION STATEMENT"** shall be submitted with the tender (Techno-commercial offer).

2.0 Signing the Tender

- a. The Tender shall be digitally signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

3.0 Date / Time for opening of Tender

- a. The e-Bidding Notice shall be published on e-procurement portal, stipulating the bid submission end date and bid opening date. The bidders are strictly advised to follow date and time as indicated in the e-Bidding Notice. The date and time shall be binding on all bidders.
- b. No Vendor shall be required to be present in the BHEL office for any E-Tender opening process. BHEL does not guarantee opening of tenders at the specified Date and Time which may change due to reasons beyond control and hence tenders can be opened after due date and time also. It will, however, be ensured that no bids are submitted after tender closing Date and Time. Vendors cannot submit any offer or attach any file after the due date and time as stipulated under the tender notice.
- c. In case of two-part bid, the Price Bids of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

4.0 Quoting

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be should be honoured throughout the period of the Contract.

5.0 Participation

The Parties who have been suspended or black listed or banned by BHEL HEEP, Haridwar or any other BHEL Unit and are under suspension at the time of bid submission will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

6.0 Validity of Offers:

The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of first/Techno-commercial bid.

Note: -

In case of any ambiguity/discrepancy between any clause of “General Terms & Conditions” and “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” the clause of Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” shall prevail.

General Terms & Conditions of Tender

1. GENERAL

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the works/services contracts pertaining to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Work Order (W.O.) until unless the deviations are specifically agreed by BHEL.

2. DEFINITIONS

In these general conditions of contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) "**THE CONTRACT**" shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- (b) The "**TENDER DOCUMENT**" means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "**WORK**" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "**SITE**" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The "**CONTRACTOR**" shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations " Engr/Sr. Engineer / Dy. Mgr/ Mgr./ Sr. Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy. General Manager respectively who will direct the contract.
- (g) The "**ENGINEER-IN-CHARGE**" means the Engineer/ Sr. Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power.
- (i) "**APPROVED**" means the approval of directions of the Engineer/ Sr. Engineer or any other executive or person deputed by them for the particular purpose.
BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.
- (j) The "**CONTRACT SUM**" means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (k) The "**FINAL SUM**" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (l) The "**TIME OF COMPLETION**" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (m) A "**WEEK**" means seven days without regard to the number of hours worked in any day in that week.

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- (n) A "DAY" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (o) A "WORK DAY" means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (p) "DEVIATION ORDER" means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (q) "EMERGENCY WORK" means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (r) "PROVISIONAL SUM" or "PROVISIONAL LUMP SUM" means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (s) "PROVISIONAL ITEMS" means items for which approximate quantities have been included in the tender documents.

3. EARNEST MONEY DEPOSIT

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:
The EMD may be accepted only in the following forms:
- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
 - (iv) Fixed Deposit Receipt (FDR) 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)**
- In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- (d) Forfeiture of EMD
EMD by the Tenderer will be forfeited as per NIT conditions, if:
- (i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - (ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- (e) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

4. SECURITY DEPOSIT

- (a) Successful vendor shall require to deposit security. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- (b) Modes of deposit:
The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- i) Cash (as permissible under the extant Income Tax Act)

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- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - 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
 - 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)
 - 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)
- (c) 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)
- (d) The Security Deposit shall not carry any interest.
- (e) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.

(f) Refund of Security Deposit

After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the contractor as follows: 100% shall be released within 3 months of satisfactory completion of the work duly verified by Site/Engineer-In-charge.

5. COMMERCIAL TERMS

- Prices shall be quoted on “Firm Price” basis only.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

6. NOT APPLICABLE

7. SETTLEMENT OF DISPUTES/ARBITRATION

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURISDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.

8. RISK PURCHASE CLAUSE

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.”

9. FORCE MAJEURE CLAUSE

Notwithstanding any other thing contained anywhere else in the contract or WO (Work Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (WO date). In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.

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- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.
The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- b) Mitigate the effect of any Force Majeure Event.
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this W.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

10. 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”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

11. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on “supplier registration page”.

12. IMPLEMENTATION OF INTEGRITY PACT (IP)

Bidders shall submit Integrity Pact (IP), duly signed by its authorized signatory who signs in the offer, along with their techno-commercial bids wherever estimated tender value is Rs. 2 Crore or above. This pact shall be considered as a preliminary qualification for further participation.

12A. INTEGRITY PACT (IP)

i). IP is a tool to ensure that activities and transactions between the Company and its Bidders /Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitor (IEM) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI No	IEM	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

ii). The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

iii). Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the above IEM. All correspondence with the IEM shall be done through email only.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department’s officials whose contact details are mentioned on the first page of tender documents.

13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE

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

14. RIGHT OF ACCEPTANCE

- a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount /revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

15. PRICE SCHEDULE

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Applicable IGST / CGST / SGST and any other statutory levy should be indicated separately and clearly in the bid / quotation
NB: Financial evaluation of L1, L2Status will be on the basis of Landed Cost to BHEL.

16. GST RELATED TERMS & CONDITIONS

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

- I. a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
b) HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.

II. a) Unregistered Dealer

Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

b) Dealer opting for Composition Scheme

In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

- III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-

- a) Timely raising & submission of GST compliant Invoices
b) Timely receipt of Goods & Services
c) Timely and correct payment of applicable GST by supplier/contractor
d) Timely filing of return
e) Compliance of other applicable provisions on supplier/contractor:

Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

- IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

- V. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.

- VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

- VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

- VIII.** As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall need to submit the undertaking as per the following format

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before such GST payments. However in case the availability of ITC on self-declaration is discontinued at the time of submission of invoice then the clause II above shall be applicable.

Certificate of Goods and Service to be furnished by Contractor with each bill / invoice

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl. No	PO No/ Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)

GST No:

- IX. The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is “05AAACB4146P1ZL” with state Code as “05” and State Name as “Uttarakhand”.

17. SPECIAL POWERS OF TERMINATION

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

18. PUBLIC PROCUREMENT PREFERENCE TO MAKE IN INDIA, ORDER 2017

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/ PO/WO against this NIT. 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.

19. OVERWRITING IN PRICE BIDS

Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.

20. GENERAL NOTES

- a. Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
- b. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
- c. The contractor shall not employ any worker less than 18 years of age during execution of his work.
- d. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
Ranking will be done accordingly. BHEL’s decision in such situations shall be final and binding.”
- e. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
- f. The contractors are advised to see the site before quoting the rates.
- g. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
- h. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
- i. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
- j. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
- k. Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE’s (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.
- l. The evaluation currency for this tender shall be **INR**.
- m. 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.
In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- n. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

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Bill of Quantity

Sl.No.	Discription	Unit	Qty	Rate	Amount
1	WASHING AND MOPPING OF ALL THE SOLAR PANELS OF 5 MWp SOLAR PV PLANT (one cycles in every 20 days, each cycle shall consist of cleaning of entire 16460 Nos modules). Detail as per scope of work.				
		Job	18		
2	GRASS CUTTING AND REMOVAL OF WEEDS/ BUSHES/ VEGETATION INSIDE THE 5 MWp SOLAR PV PLANT (One cycle in every Two months). Detail as per scope of work.				
		Job	6		
3	PLANT OPERATION AND MAINTENANCE WORKS OF 5 MWp SOLAR PV PLANT (every day of a year) Detail as per scope of work. .				
		Days	365		
4	ROTATION OF PASSIVE TRACKER MODULE TABLES BY HAND OF 5MWp SOLAR PV PLANT (Two cycle each day, each cycle shall consist of rotation of 398 Nos module tables). Detail as per scope of work.				
		Job	365		

OBLIGATIONS ENCLOSED WITH THIS TENDER DOCUMENT AND AGREE TO ABIDE BY THESE.

Scope of work:

Sl.No.	NAME OF WORK	DESCRIPTION
1..	<p>WASHING AND MOPPING OF ALL THE SOLAR PANELS OF 5 MWp SOLAR PV PLANT</p> <p>(one cycles in every 20 days, each cycle shall consist of cleaning of entire 16460 Nos modules)</p>	<p>Responsibilities / Works related to Washing and Mopping of Solar Panels:</p> <ul style="list-style-type: none"> a. Vendor shall ensure one cycle of washing and mopping covering all the Solar Panels of the Solar Plant shall be completed within 20 Days. b. Record of Cleaning/washing shall be maintained by Supervisor-in-Charge. c. Basic material for washing/mopping i.e. Hose pipes / Wipers/ Dusters etc shall be arranged by the Vendor itself. d. The modules to be cleaned with a mop stick after applying water onto the modules. e. All the consumables for cleaning of modules shall be arranged by vendor. f. Measurement of One job is one cycles of washing and mopping of all the solar panels as per scope of work.
2.	<p>GRASS CUTTING AND REMOVAL OF WEEDS/ BUSHES/ VEGETATION INSIDE THE 5 MWp SOLAR PV PLANT</p> <p>(One cycle in every Two months).</p>	<p>Responsibility/ Works related to Grass Cutting and removal of weeds/ bushes/ vegetation of inside the Solar Plant:</p> <ul style="list-style-type: none"> a. Vendor shall ensure one cycle of grass cutting and removal of weeds / bushes/ vegetation of total Solar Plant shall be completed within 2 Months. b. Area of solar plant is approximate 25 acres. c. Grass Cutting and removal of Weeds/ Bushes/ Vegetation shall be done for the entire Solar plant. d. Record of activity at Point No: a above shall be maintained by the vendor. e. vendor shall ensure that Solar Panels are shadow-free from any kind of Grass/ Weeds/ Bushes /Vegetation/plants which affect generation from the solar panels. f. Basic equipment for the activity as mentioned at Point No: a above shall be arranged by the Vendor including any additional Weed Cutting m/cs as per requirement. g. Measurement of One job is one cycles of Grass Cutting and removal of weeds/ bushes/ vegetation inside the solar as per scope of work. <p><i>Note: 2 Nos Weed Cutting Machines without Petrol shall be provided by BHEL. However, maintenance and upkeep of these machines And Petrol expenses shall be in vendor's scope for operation of the grass cutting machine.</i></p>

3.	PLANT OPERATION AND MAINTENANCE WORKS OF 5 MWp SOLAR PV PLANT (every day of a year)	Responsibilities/Works related to Operation and Maintenance of solar PV plant Plant Operation works and maintenance works such as(i) Logging of DC, AC, grid parameters (current, voltage, power, energy) at PCUs, HT panels, 11KV switchyard, transformer temperatures, equipment tripping/ breakdown, grid outage as per BHEL formats on daily basis. (ii) daily monitoring of weather parameters. (iii) street light maintenance work. (iv). Maintenance activity of SMB connections and all electrical connection outside control room. (v) module table tightness checks, lubrication and other maintenance All operation work shall be carried out on daily basis. All tools and tackles required for maintenance activities shall be arranged by O&M vendor.
4.	ROTATION OF PASSIVE TRACKER MODULE TABLES BY HAND OF 5MWp SOLAR PV PLANT (Two cycle each day , each cycle shall consist of rotation of 398 Nos module tables)	Responsibilities/Works related to passive tracker table rotation of solar PV plant: Tables of passive trackers are to be rotated manually twice a day everyday of a year in the direction of sun as per instruction by Engineer in Charge. Measurement of One job is two cycles of rotation of all passive tracker modules tables by hand as per scope of work.

SPECIAL TERMS & CONDITIONS OF TENDER

The tenderer are requested to care full read the following before tendering:

1. The contractor shall maintain the following during the execution of contract, as applicable:-
 - a) Valid Electrical license as applicable.
 - b) P.F code and abide by the relevant laws & rules.
 - c) E.S.I. code and abide by the relevant laws & rules.
2. The contractor shall pay the minimum wages to his workmen applicable from time to time as per rule/act.
3. Contractor shall maintain the muster roll, wage payment register and all other records applicable as per labour laws.
4. In case of non-compliance of any of the labour laws as per act by the contractor, will be responsible for expenses/liability occurring / accruing on BHEL on account of above including expenditure on legal proceedings. All such expenses shall be recoverable from the contractor from any of his running contracts with BHEL or any contract entered thereafter.
5. The contractor shall not employ a worker less than 18 years of age in the premises of BHEL, or otherwise during execution of his work.
6. The contractor shall inform BHEL for engaging or removing the labours from the site of work.
7. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from issue of NITs for at least one year or till the proof of compliance is produced.
8. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, environment related conditions, safety rules and any other relevant conditions applicable from time to time.
9. Maintenance activity required shut down shall be preferably carried out during evening to avoid generation loss.
10. Contractor has to complete the work in time as per demand of the site in-charge.
11. Contractor not completing the work as advised by the site in-charge will be debarred for issue of further NITs.
12. Quantities of individual item may vary up to 20% on either side as per actual site requirement.
13. Schedule/ analyzed item rates are liable for correction if there is any omission or typographical or calculation error.
- 14. The contractor must quote their rates inclusive of PF&ESI & Contractors Profit etc.**
15. The contractors are advised to see the site before quoting the rates.
16. BHEL reserves the right to award only fraction or part of the work given in the bill of quantity.
17. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. In that event, the tender cost shall not be refunded.
18. Gate passes / tokens to be issued by the CISF unit shall have to be returned to the pass section of CISF after completion of work, failing which recovery at the rate as applicable shall be made from the bill of contractor.
19. No bill will be entertained until the wages of workers, as applicable, are paid.

20. The contractor will have to protect the BHEL equipment, property and material from fire hazards or any other damages or loss.
21. No excuses for hindrance viz. Jungle, extreme weather conditions, non-availability of labour etc. will be entertained for not executing/completing the work.
22. All necessary precautions regarding safety & environmental aspects shall have to be taken by the contractor for the activities performed by his workers.
23. The contractor shall have to carry out the work any where out side / in side factory area and nothing extra shall be paid for any extra lead and lift for carrying out the work at various heights / conditions.
24. Emergency work arises if any, will be dealt on priority and arrangement for proper & timely completion of work will have to be done by contractor.
25. Contractor will have to submit the valid Electrical licence from Electrical Inspector of uttrakhand at award of work. Contractor is not eligible for executing electrical work without it.
26. Shut down, if needed will be given to the competent person authorized by the contractor.
27. Unless and otherwise specified all the electrical works being carried out by the contractor should be in accordance with Indian electricity rules.
28. Contractor shall be responsible for any mishap, injury to personnel/material etc.
29. E.M.D. shall be taken on full nit value.
30. Maintenance period of work is 3 months from date of completion of work.
31. As a matter of administrative ease, the contractor should make all disbursements to his workmen preferably through their bank accounts.
32. collection of security:

At least 50% of the required security deposit, including the EMD, should be collected before start of the work. Balance of the security deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of security deposit shall be correspondingly enhanced and the additional security deposit shall be immediately deposited by the contractor or recovered from payment/s due to the contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent bank guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

(Note: in case of (a) small value contracts not exceeding ` 20 lakhs or (b) SAS jobs, work can be started before required security deposit is collected. however, payment can be released only after collection/ recovery of initial

50% security deposit).

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33. Involvement in any undesirable activity by him or his workmen shall be viewed seriously and attract strict action including cancellation of contract of debarring from tendering.
34. Any offer without proper earnest money, with any ambiguity, unclear quotation and against the above instructions shall be treated as invalid and will not be considered at all and the responsibility for the same shall lie on the concerned contractor.

PAYMENT TERMS AND CONDITIONS

1. LD/ PENALTY CLAUSE

1. Penalty for Late Deliveries shall be applicable @ 0.5% per week on total value of contract subject to maximum of 10% of the value of contract.
2. Any delay due to reasons attributed to BHEL will not be accounted in delivery period .This Period will be excluded for the purpose of calculating LD Penalty.

2. PAYMENT TERM

1. All payment will be subject to deduction of income tax / trade tax etc. at source as per applicable rules.
2. No bill will be entertained until the wages of workers, as applicable are paid. Item wise payment can be done subject to successful completion as per site requirement & producing timely bills.
3. No advance payment shall be made under any circumstances. Also no interest shall be paid due to delay in making the payment.
4. Applicable GST shall be paid by BHEL on submission of GST complied invoice under Goods & Services tax (GST) law.
5. GST shall be reimbursed after same is appear on GST portal.
6. Contractor to ensure compliance of GST law and rule applicable on supply involved in this tender and in the event of any non-compliance by contractor, implication of same if any shall be on account of contractor.
7. Tax deduction at source: - tax shall be deducted at source from running bill as applicable income tax rule & other statutory requirements.
8. No payment will be made against supply of material. However, running bills will be paid as part payment on partly completed works.
9. No payment shall be made for the work done without the permission of engineer in charge.
10. All payment will be made through e-mode.
11. Running bills limited to 90% of contract value against work contractors shall be submitted to the finance for payment within 15 days from the date of measurement, unless there is some problem which shall be supported by documents in this regard.
12. The payment of final bill will be made only after satisfactory completion of the work, clearance of the site & clearance of all the liabilities on contractor’s part. No claim will be entertained after signing the final bills.
13. Final bill against work contractors shall be submitted to finance within 2 months from date of actual completion of work or within one month from date of measurement whichever is earlier, unless there is some problem which shall be supported by a document in this regard.
14. Payment shall be made as per accepted rates for the satisfactory work done as per details given in item & its specification.
15. Maintenance period of work is 03 months from date of completion of work.
16. In this contract goods and service tax shall be applicable. For this GST registration is required no payment shall be made unless GST registration number is submitted.

UNDERTAKING:-

The contractor shall sign the undertaking as below:-

1. I/We have carefully perused all the terms and conditions of the tender, NIT including special conditions mentioned in the tender before quoting the offer and I/we commit to abide by them in toto. I/ we have read BHEL General Conditions of Contract and agree to abide by the same.
2. I/We shall abide by and fulfill the requirement of all the statutory obligations in respect of EPF, ESI, labour license, electrical license and all other provisions of labour laws applicable to me/us and maintain muster roll, payment register and all other registers/ records as applicable and produce the same to BHEL officials or statutory authorities whenever desired.
3. I/ We shall abide by the GST Act/ Rules/regime as applicable.
4. I/ we shall decide the number of employees to be deployed for execution of the work and give instruction to my/ our employees. BHEL will have nothing to do or be concerned with the employment of my/ our employees.
5. I/ we shall provide employment card / identity with photograph duly verified and attested by me/ us to my/ our employees.
6. I/ we shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership card to each of my/ our employees.
7. I/We shall pay minimum wages as applicable from time to time including leave with wages to my/ our workers as per rules /act.
8. In case of non-compliance of any of the statutory obligations, labour laws by me/us, I/we shall be responsible for all expenses/ liability occurring /accruing on BHEL because of this including all expenditure on legal proceedings. All such expenses shall be recoverable from any of my/ our running contract with BHEL or any contract entered thereafter.
9. I/ we shall maintain valid labour license throughout the period of contract.

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Acceptance/ No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.
Or we hereby accept all terms and conditions of the above tender except the following: (Give reference to Clause Nos. of Terms & Conditions which is not acceptable)

1.

2.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.