

	<p align="center">Bharat Heavy Electricals Limited (A Government of India Undertaking) BOILER AUXILIARIES PLANT RANIPET - 632 406, INDIA</p>	<p>Phone No: 04172-284259,284698 FAX No: 04172-241176 E-mail: elangovan@bhelrpt.co.in mpcsekhar@bhelrpt.co.in</p>
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WORKS CONTRACT MANAGEMENT DEPARTMENT

REGISTERED POST WITH ACK.DUE

INVITING TENDER	
Tender Notice No	9850011E DT: 30.12.2015.
Name of work	Operation and Maintenance of 5MW Solar Power Plant at BAP Ranipet Premises for Two years period (Tentatively from 07.03.2016).
Type of tender	Open tender.
Period of contract	Two years.
Earnest Money Deposit (EMD) Amount	Rs.1,00,000/- (Rupees One Lakh only)
Last date & Time for Receipt of the Tender	22.01.2016 at 14.00 hrs
Date of Technical bid Opening	22.01.2016 at 14.30 hrs
<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, TAMILNADU– 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. <p>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.</p>	

**SR.MANAGER / WCM
(ISSUING OFFICER)**

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SCOPE OF WORK

1. Deploying following personnel for O&M of the Power Plant :

(a) Minimum 2 (Two) staff with ' C ' License Holders for HT operations (11kV minimum) with Diploma / BE level qualifications. One out of these two shall be Technical – cum –Administrative in-charge having Diploma / Graduation in Electrical / Electronics Engg. With competence to deftly handle Technical and Operational Issues & will be responsible for complete plant operations.

(b) Minimum 2 Persons with ITI / Diploma level qualification in Engineering with competence for operating electrical/electronics /mechanical equipment , taking measurements , data logging / maintaining registers , preparation of reports in computer.

(c) Minimum 5 Unskilled persons required for regular house keeping in around Power plant area including office & control room (Cleaning / mopping etc) , water cleaning of SPV modules/Panels, Grass Cutting of the yard / removing Garbage from the Yard / Helping during Maintenance works, etc.

2. Providing Following Tools Required for O&M :

(a) New Double end Spanners: From 6mm to 50 mm - 2 set

(b) New Tubular Spanners with extension Rods: From 6mm to 50 mm - 2 set

(c) New Hammers : 250 Gram , 500 Gram and 01 KG - each 01 no.

(d) New Screw Drivers : Small, Medium, Large.

(e) New Measuring tapes: 3M - 02 nos, 15M - 02 nos, 50M - 02 nos.

(f) New Chisels ...02 nos

(g) New Cutting Pliers, Nose Pliers, Connectors (Each 02 nos), Insulation Tapes, etc.

(h) Hand Drilling Machine (01 no) with Drill Bits (Min: 2mm to 12mm...02 sets)

(i)Manila Rope : Size: 3/4" x 20M ...01 no

(j) At least Two nos of New Torch lights (3 cell capacity) with Battery (No: 1050) OR Equivalent Rechargeable Torch Lights,

(k) Honda Brush Cutter Model :U2ST – Petrol operated Twin Blade cutter or Equivalent for Grass removal – Adequate Nos.

(l) At least 4 Brooms per month.

All the Above can be taken back by the Contractor ,after the Successful completion of the contract Period .

3. Providing Following Measuring Instruments of Analog / Digital type Meters (MICO / AEI / WACO / KUSAN MICO) Required for O&M with valid calibration certificate(s):

(a) Multimeters To check AC / DC Parameters ...02 nos

(b) Tong testers To check AC / DC Parameters ...02 nos

(c) Meggersi. 500V ...02 nos

ii.1000V ...02 nos

iii..5000V ...02 nos

(d) Earth Testers (0 to 10 ohms, 0 to 100 ohms)...02 nos

All the Above can be taken back by the Contractor ,after the Successful completion of the contract Period .

4 Providing following Personnel Protective Equipments, Uniform, ETC.:

(a) All O&M personnel shall be provided with one raincoat per person .

(b) Rubber safety Gloves as per ISI :4770 / 1968 / 1991,Working Potential : 3300 V ...02 sets

(c) Rubber safety Gloves as per ISI :4770 / 1968 / 1991,Working Potential : 7500 V ...01 set

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- All the Rubber safety Gloves are to be Tested at appropriate Lab ,once in 6 months from the manufactured date for healthiness or New Rubber safety Gloves should be provided.
 - (d) Gum Boots should be provided for all the Plant operators and Panel Cleaners ,once in a year.
 - (e) At least six nos of New Safety Helmets are to be provided in the Control room
 - (f) At least 3 nos of New Safety Belts are to be provided in the Control room
 - (g) At least 4 nos of New Safety Goggles are to be provided in the Control room
 - (h) New Safety shoes are to be issued to all Plant operators , once in a Year.
 - (i) Uniform for the Plant Operators (Dark Blue color Pant and Light Blue color Shirt)
 - (j) Any other personal protective equipment (PPE) that is relevant to ensure human safety.
5. Names, qualification, work responsibility of personnel shall be listed on a display board within control room.
 6. Attendance register shall be maintained for both the teams.
 7. BHEL shall have right to disallow any O&M employee, if found unfit to perform.
 8. BHEL instructions issued in writing w.r.to change of any person found not suitable shall be binding on the Contractor.
 9. O&M personnel at site shall confirm to general regulations in force at site and to any special instructions from BHEL administration.
 10. O&M personnel at site shall be deemed to be aware of damages and risks incidental to conditions of BHEL land and works from time to time and BHEL shall not be responsible for any injury to personnel arising there from.
 11. Training to O&M personnel : It is the absolute responsibility of vendor to ensure imparting of necessary training to their O&M personnel to get them acquainted with the operations of various electrical and mechanical equipment of the power plant.
 12. Keeping First Aid Box with Necessary Medical items.
 13. Availability of O&M personnel at power plant during the entire period of Operation (from **05.45 Hrs. to 18.45 Hrs**) of the plant to be ensured by the Contractor. i.e. At any point of time during the Plant operation(, availability of one C license Holder and one Plant operator (Total Two Plant Operators) are to be ensured.
 14. Other personnel for General maintenance and house keeping shall follow General Shift timing from : 0830AM to 0530 PM with suitable Lunch Break.
 15. Contractor to ensure that operating staff are present at the power plant even on festivals, public holidays and any other unique occasions so that the plant is run under competent supervision on all days.
 16. O&M personnel are not permitted to use any part of the power plant for their personal / residential purposes. Their presence at the plant shall, strictly, be meant only for the purpose of operation and maintenance of plant.
 17. **O&M activities – daily basis:**
 - (1) Control room cleaning – dry sweeping, wet mopping
 - (2) Water wash cleaning of toilets, urinals
 - (3) watering of plants, if necessary.
 - (4) Logging of parameters of PCUs, ACDB, UPS with Battery , HT panels, transformers, Weather Reports and equipment tripping/ breakdown, EB Failures, etc as per BHEL requirements.

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(5) Recording Parameters of SCADA data station / PC operations for daily monitoring of weather parameters, trend graphs and urgent reporting to BHEL in case of any problems / anomalies observed with any of the parameters.

(6) Drinking water to be arranged for O&M personnel at site.

(7) Removal of grass, weeds, garbage etc.. from solar array field, switchyard, roads, drains, Control Room, etc.

(8) Checking Transformer oil Leak, Temperature, etc.

(9) Contacting Supplier / Service Engineer / TANGEDCO / ETC., to complete Break down Maintenance / Service / Etc., through Vendor's Cell Phone .

(10) O&M activities – weekly basis

(11) Monitoring and logging of fire extinguisher levels / pressures as per BHEL formats

(12) Entering Silica GEL status, If necessary , Frying Silica GEL , using Big PAN and Spatula for 07 nos of Transformers.

(13) First aid box items – medicines and accessories shall be filled.

18 . O&M activities – once in 15 Days basis:

(1) All the Solar Modules (19,632 nos) are to be cleaned using Water and Mobs

(2) PVC Hose of size 1” Dia x 50 M length... At least 02 nos shall be used.

(3) Big size PVC mob (Mob containing metal should not be used)..At least 04 nos per month shall be used.

19. O&M activities – monthly basis :

(1) Submission of values / status of plant parameters and events for the corresponding month, as below, as per BHEL approved formats:

(2) Daily values of weather parameters (solar energy, wind speed, ambient temperature)

(3) Daily energy generation

(4) Events (with date, time) of faults / tripping / breakdown of equipment

(5) Events (with date, time) of grid outage.

(6) Events (with date, time) of equipment damages, accidents and thefts

(7) Activities of module cleaning

(8) Watering Earth Pits (214 nos)

(9) Monthly reports shall be submitted to BHEL for all the above data.

(10) Energy generation / meter reading report to be prepared and submitted to the concerned department (TNEB etc). Signatures from BHEL, Ranipet and substation representatives shall be obtained wherever required.

(11) Preventive maintenance of VCB/ACB/PCU/ Transformer ,etc. as per the instructions of BHEL OFFICIAL In charge.

20. O&M activities – Quarterly basis:

(1) Cleaning of PCUs, LT panels, HT panels, battery chargers etc to remove accumulated dust.

(2) Monitoring and status review, followed by rectification / calibration / replenishment / replacement actions as necessary and applicable for following:

(3) Cleaning Spare items of all electrical equipment

(4) Safety gadgets

(5) Tool kits and measuring instruments

(6) Yard lights

(7) Pumps, starters

(8) Control room appliances: air conditioners, lights, fans, exhaust fans, switch boards etc

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- (9) Transformer Oil Testing to find BDV of Oil...for 07 nos of Transformers and submission of reports to BHEL. Transformer Oil Testing KIT can be used on free of cost, which is at Production Building Substation of BHEL.
- (10) Pest control for control room: Pest Control of India provided 10 nos of Rat/ snake/ etc catching Boxes Sticky Pads and Rat Cakes shall be provided for the Boxes whenever required. Submission of quarterly report on above activities to BHEL.

21. **O&M activities – Half yearly basis :**

- (1) Cleaning of Sintex Make 5,000 Liters capacity overhead tanks :02 nos
- (2) Lubrication of moving contacts (VCBs, GOS switches, Earth switches etc) with appropriate Petroleum Jelly / Anti corrosive and lubrication Liquid .

22. **O&M activities – Yearly basis:**

- (1) Providing Silica Gel Breather For “2” Transformers .
- (2) Cleaning of sewerage lines.
- (3) Painting of main gate, switchyard gate / fencing, earthing chambers, other steel structures within control room and switchyard if required based on conditions of rusting etc.
- (4) Checking tightness of hardware in solar array structures and tightening wherever required.
- (5) Checking tightness of power cable terminations in SPV modules (MC4), SMBs, electrical panels of control room and switchyard
- (6) Anti Virus Program shall be installed in SCADA, every Year.
- (7) Anti Virus Program Updation shall be Done every week using DATA CARD
- (8) Earth PIT resistance measurements for solar array structures, control room equipments, switchyard equipments, lightning arrestors , etc.: Measured values shall be recorded in registers and to be written on all Earth pits neatly using Enamel Paint. Total qty : **214 nos.**
- (9) Bi-directional Energy Meters(ABT Available based tariff HT Trivector Import/Export meters- Make: Elster, Capacity: 3phase,0.2s, 4w, 3x63.5V, -/5A Impulse 5000units, Bi directional) – 2nos shall be calibrated at laboratories approved by NABL.

23. **O&M activities – as and when required :**

- (1) Monitoring and operation of plant electrical equipment as and when required:
 - (a) GOS Air break switches (with / without earth switch)
 - (b) VCB on/off: local operations from outdoor HT panel and remote operations from indoor remote annunciation panel
 - (c) Settings of numerical relays in HT panels: review and revision in consultation with BHEL.
 - (d) ACB and MCCB on/off operations on LT side.
 - (e) PCU operations: emergency close, LCD displays (selection of settings, monitoring the DC/AC/event/fault status parameters), operation of duct fans.
 - (f) Battery and battery charger operations.
 - (g) Bore well pump operations to fill the overhead tanks.
 - (h) Black Ink Cartridge shall be provided for HP DESK JET 1000 Printer, if required.
- (2) Coordinating, on behalf of BHEL, and obtaining renewal of statutory licenses, clearances and approvals from state departments such as TNEB / TANGEDCO/CEA/etc. All Statutory FEES will be paid by BHEL.

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- (3) Repair and replacement of vendor supplied items, by vendor, with urgent action plans and implementation, when the items are found non-working / damaged. The same shall be reported to BHEL within 12 hours from time of observation.
- (4) Reporting, on an immediate basis (within max 2 hours) of functional problems / damages in BHEL supplied items to facilitate repair / replacement by BHEL. Further, vendor shall correspond / coordinate with respective equipment vendors / service centers, on behalf of BHEL, for getting the service engineers to the site. Later, coordinating with the service engineers during their visit to site, and assisting them in the trouble shooting process until the problem is resolved. Vendor shall report to BHEL (within max 2 hours) immediately after the problem is resolved.
- (5) Vendor shall keep updating the spares (Related with Plant) inventory at the site every time there is consumption of spare items towards replacement. In case of consumption of spares, the same shall be reported on an urgent basis (with max 2 hours) to BHEL.
- (6) Coordinating with sub-station upon grid failures, line problems etc and implementing the needful steps to restore the plant to normal operation.
- (7) Theft incidents: immediate reporting to BHEL, filing FIRs with police stations on behalf of BHEL, coordination for site inspection by insurance companies and clearance of insurance claims, logging of events (date, time) and maintaining records.
- (8) Accidents: immediate reporting to BHEL, coordinating with hospitals, logging of events (data, time) and maintaining records. Documents to be submitted for BHEL approval after receipt of purchase order
- (9) Any other work ,connected with the Solar Power Plant.
- (10).Necessary Registers shall be Neatly maintained for Data logging, Module cleaning, Attendance, Earth pit Maintenance, Transformer Maintenance , Break down Maintenance, First Aid Treatment, etc.
- (11) .If, the System of SCADA (2 nos) fails, necessary processor /Mother Board/ SMPS/ CD Drive/Key board / Mouse/ etc, shall be changed.
- (12) Transformer oil filtering For 1250 KVA Tr...05 nos and 100KVA Transformer...01no. BHEL will spare the Transformer oil filtering Machine on free of cost.
- (13). NEW Silica GEL shall be provided, for all Trans formers, once in a Year. Total qty required: 6 Kgs / year.
- (14) If, Any replacement of Silica GEL Breather is needed, shall be replaced by a new one .

QUALIFICATION REQUIREMENTS (QR):

S NO	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	EMD	Rs.1,00,000/- (or) One time EMD -(Rs. Two lakhs) (or) MSME valid certificate(as per MSE Clause listed in point no.37).	DD NO.
2	Eligibility	a) Should have valid "A" grade Electrical license from the state Electrical Licensing Board of Tamilnadu / Other states , for carrying out this work in the own Firm name only. b) Average annual financial turnover should be at least Rs.12.71 lakhs during the last 3 years ending on 31 st March 2015. c) Should have minimum "2" Technically Qualified Personnel(s) with "C" license for HT Operation of Minimum 11 KV.	
3	Document "Copies" to be submitted with tender.	a) "A" Grade Electrical license from the State Electrical Licensing Authorities in the Firm Name.	
		b) Audited Balance Sheet and Profit & Loss Account for "3" years(2012-13 , 2013-14 & 2014-15) duly certified by Chartered Accountant/Auditor.	
		c) "C" License(s) for Minimum 2 Staff to be posted.	
		d) Experience certificate in HT operation (i.e. Minimum 11KV).	
		5) At least one Work Order or Completion certificate for 11KV Electrical works.	
<p>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.</p> <p>2. Vendor shall visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for O&M of the 5MWe Solar Power Plant.</p> <p>3. Plant operation timing will be from 06.45 Hrs. to 18.45 Hrs on all the days during the contract period.</p>			

CHECK LIST (TO BE FILLED BY THE TENDERER)

S.no.	Description	To be filled by Tenderer
1	Name of the Tenderer	
2	Address for Communication	
3	Telephone & Mobile No.	
4	Details of experience in Similar Work	
5	“A” grade Electrical license Number	
6	Names of Staff with “C” License	1. 2.
7	Copies of Audited Balance Sheet and Profit & Loss Account for “3” years(2012-13 , 2013-14 & 2014-15) duly certified by Chartered Accountant/Auditor.	Enclosed / Not Enclosed
8	Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.	

EMD payment details : DD No _____ Dt _____

Amount Rs. 1,00,000/-

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GENERAL CONDITIONS :

1. Tenders will be received by M/s Bharat Heavy Electricals Ltd, Ranipet-6 up to **14.00 Hrs on 22.01.2016 in the prescribed form and will be opened on 22.01.2016 at 14.30Hrs** in the presence of such of those tenderers or their agents, who may choose to attend, with authorization letter from the tender.
2. Tenders must be submitted in sealed covers and should be addressed to **Sr.Manager / WCM Department, ENGG. BUILDING –FIRST FLOOR(SOUTHSIDE), BHEL/BAP/RANIPET, Tamilnadu-632406**, with full name and address of the tenderer and the name of the work being super scribed on the cover
3. Late offers & incomplete offers shall become liable for rejection.

IMPORTANT NOTE

4. The tender shall be submitted as given below.

Cover-1 shall contain the EMD alone. Bidders who had already remitted one time EMD (Rs. Two lakhs) should furnish the details of cash receipt No. _____Dt. _____ with a covering letter. Tender without EMD / without reference to one time EMD / without MSME valid certificate(as per MSE Clause listed in point no.37) will be summarily rejected.

Cover-2 shall contain the techno-commercial bid (Page **1 to 31**) and all relevant documents.

Cover-3 shall contain only the price bid.(**Page 32**)

Each of the above covers shall be super scribed with tender number, respective cover content detail as EMD, Technical bid, Price bid and with full name and address of the tenderer.

Finally, all the above three covers shall be put in one single large cover and super scribed with the tender number, due date, name of the work and with full name and address of the tenderer.

5. At the time of tender opening,
 - Covers containing EMD /One time EMD particulars (if paid already)/ MSME valid certificate(as per MSE Clause listed in point no.37), alone shall be opened first. Tenders received without earnest money deposit in full or part, in the form prescribed shall be summarily rejected.
 - **Techno commercial bids of such of those tenderers who satisfy EMD requirements alone will be opened next.**
 - Price bids will be opened, after evaluation of suitability of technical bids.
 - If any of the tenders not fulfilling the laid down conditions (qualification criteria) or non submission of valid documents within the time limit prescribed by BHEL, their offer shall be rejected.
- The date & time of opening of price bid will be intimated to those tenderers who are technically qualified.
6. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned.
7. Tenderers should fill their rates in figures and words in the blank spaces provided for this purpose in the schedule of rates format enclosed along with these documents and also sign each and every page of the tender documents.
8. The tenderer should fill and sign the “checklist of this Tender document page no 9” which forms part of the technical bid.
9. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or other wise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.

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10. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
11. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
12. Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One Lakh only) , must be accompanied with the tender, in the form of Demand Draft(DD) drawn from any nationalized bank, in favor of “**BHEL, Ranipet**” payable at Ranipet (or) SBI, Mukundarayapuram Branch (Code 7013).
13. *“No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL.” “BHEL shall have the right 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.”*
14. ***If a tenderer withdraws his offer after submission or after acceptance, fails to engage sufficient Man power in accordance with the instructions of the Manager/M&S, Electrical Services , the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.***
15. 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.
16. Tenders submitted by post should be sent through “REGISTERED POST WITH ACKNOWLEDGEMENT DUE/Speed Post/Courier”. The tender should be posted with due allowance for any delay in postal delivery. **The tenders received after the due date and time schedule specified in the tender will not be considered for further processing.**
17. The contractor’s responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
18. The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
19. In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of acceptance of award of work by the successful tenderers.
20. Unless the contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.

21. SECURITY DEPOSIT

SECURITY DEPOSIT shall be collected from the successful tenderer. The rate of security deposit will be as below.

- | | |
|-----------------------------------|--|
| i) Up to 10 lakhs | = 10% |
| ii) Above 10 lakhs up to 50 lakhs | = Rs.1 lakh+7.5 % of the amount exceeding 10 lakhs |
| iii) Above 50 lakhs | = Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs |

The security deposit shall be furnished before start of work by the contractor. ***The rate of security deposit shall be calculated for the total rental value only which excludes diesel cost and other charges etc.,***

22. The security deposit may be furnished in any one of the following forms.

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- i) Cash (as permissible under the Income Tax Act)
- ii) Pay order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificate, Kisan Vikas Patra 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).
- v) Bank guarantee from scheduled banks / Public Financial Institutions as defined in the companies Act. The bank guarantee format shall have the approval of BHEL.
- vi) Fixed Deposit Receipts issued by scheduled banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit can be also recovered at the rate of 10% from running bills. However in such cases at least 50% of the security deposit shall be furnished before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer can be converted and adjusted against security deposit.
- ix) The security deposit shall not carry any interest.

23. Security deposit shall be refunded only after successful completion of the contract with BHEL's satisfaction.

24. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
25. BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified.
26. If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Ltd, may be at their discretion to cancel such tender.
27. BHEL will not bound by any power of Attorney granted by the tenderer 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.
28. If 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 such tender at any stage.
29. Words imparting the singular number shall deemed to include the plural number and vice versa where the context so require.
30. The expenses for completing and stamping the agreement shall be to the contractor's account.

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31. The general and special conditions of contract are complementary 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 BHEL, shall apply.
32. Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
33. 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.
34. **The “GENERAL CONDITIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER” shall be deemed to form an integral part of contract for the work to be entered into.**
35. The tenderer should be present if called for negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
36. In case if the vendor is not interested in submitting offer against this tender, the vendor should return all the tender papers with a covering letter stating the reasons for not submitting offer.
37. **If vendor have their MSE Certificate, EMD need not to pay for this work.**

MSME CLAUSE:-MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (as below) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- c) EM II certificate along with attested copy of CA certificate (as per prescribed format as below applicable for the relevant financial year (latest audited) , where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause 9ii) at the time of tender evaluation.

Certificate by Chartered Accountant on Letter head

This is to certify that
M/s.....
(hereinafter referred to as 'Company') having its registered office at.....
..... is registered under MSMED Act
2006,(Entrepreneur memorandum No(Part-II)..... dtd:.....
Category:.....(Micro/Small).(Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:
Rs..... Lacs
2. For Service Enterprises: Investment in equipment(original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.
Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
Rs..... Lacs
for.....Micro/Small(Strike off which is not
applicable)Category under MSMED Act 2006.

Or

The company has been graduated from its original category(Micro/Small)(Strike off which is not applicable) and the date of graduation of such enterprise from its original category is(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number

Seal of Chartered Accountant

38. 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.

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- iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
 - iv) The Contractor shall, notwithstanding 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.

39. 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/M&S subject to prompt notification by the contractor.

40. 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 updated0.0.0

41. 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."

42. 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.

43. Affidavit:

Applicant shall ensure furnishing an undertaking in the form of an affidavit(As per Annexure-II) on non-judicial stamp paper valued `100/- and duly self-attested by the Bidder.

ANNEXURE-II

(THE FOLLOWING AFFIDAVIT TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER VALUED ` 100/-)

AFFIDAVIT

We(Name & Address of bidder) disclose/confirm the following:-

(a) The details of our Group concerns or affiliates etc. who are also engaged in Transportation Business are given below:-

SL No	Company Name	Directors / Partners / Proprietor Name as applicable	DIN / PAN Number or Partnership Deed registration number if applicable
1			
2			
etc.,			

**Note: (i) If none of your Group concerns or affiliates etc. are also engaged in Transportation Business, kindly write "Not applicable" in the table cells.
 (ii) If applicable, self-attested copies of relevant documents confirming DIN Number/ PAN Number / Partnership registration shall be enclosed along with affidavit.

(b) We confirm that none of our Group concerns or affiliates etc. appears on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc. are involved with such firm/company.

(c) We confirm that other than us (.....*Name of bidder*), none of our Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).

(d) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including "Guidelines for Suspension of Business Dealings" without any liability for any compensation to us (-----*Name of bidder*) if,

- (i) BHEL found at any time that any statement made by us in affidavit cum undertaking is false, fraudulent (or)
- (ii) any document submitted by us was fake or forged (or)
- (iii) if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

(e) We confirm that we have not changed any information in tender documents submitted.

Signature of the tenderer with seal
(Authorized Signatory)

44. Minimum Wages to be paid :

Description	For Unskilled Worker (Rs.)	For Semi skilled Worker (Fresh ITI) (Rs.)	Skilled Worker (ITI Holder with 3 years Experience / Diploma Holder / BE Holder) (Rs.)
Basic Pay as on 01.04.2015	3600 pm	3840	4050
Dearness allowance as on 01.04.2015	4575 pm	4575	4575
BHEL Adhoc (2000 + 1200) per month	3200 pm	3700	4100
Total wage per month	11,375 pm	12,115	12,725

- Payment of Bonus to be ensured as per Bonus act.

45. Any increase in minimum wages during the Period of the Contract, also to be paid by the Contractor with in the quoted Rates.

46. Payment will be made to the Contractor, every month, after submitting the necessary Reports and Invoices in triplicate, duly certified by the concerned BHEL official.

47. The Contractor shall remain liable for the payment of all wages or other moneys to his work-men or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

48. The filled ESI declaration forms shall be submitted to the Executive of HRM Dept. In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.

49. ESI contributions (1.75% employees contribution + 4.75% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number. Along with the challan copy, the details of remittance shall be submitted to the concerned HRM Executive in the ESI compliance form.

50. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.

51. f. The workers' particulars such as Name, Age, Father's name, address , Phone no ,etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.

52. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).

- a) Muster Roll
- b) Register of Wages
- c) Register of Deductions
- d) Register of Overtime
- e) Register of Fine
- f) Register of Advance
- g) Wage slips
- h) Register of Accidents
- i) Register of Leave with Wages

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j) ESI Register in Form-7

All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.

53. In case a contract labourer meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) with in 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
54. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
55. Contractor should employ only persons having sound health and not above the age of 58 years, and not below the age of 18 years.
56. As per employees PF and misc. provisions Act 1952, the employee's contribution payable at present is 12% of wages which shall be recovered by the Contractor from the wages of his workmen and the contractor should pay equal contribution in addition to any administrative charges (In total :13.61%) in this behalf that may be decided from time to time. Remittance shall be made on time (i.e. on or before 15th of the following month).

57. SERVICE TAX :

- a. The Tenderers shall not include Service Tax in their quoted rates; but the Tenderer has to separately Indicate the Service Tax rate in the unpriced Bid (Schedule of work), Service Tax Rate, amount and workings thereof in the Price bid schedule included in the Tender documents.
- b. 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.
- c. The price quoted in the Price Bid shall be inclusive of all taxes, duties, levies etc. other than Service Tax.
- d. In respect of Tenderer being an Individual, Sole proprietorship firm, Partnership firm, Hindu undivided family, Association of persons whether registered or not, service tax will not be reimbursed by the Company as the Company will pay the applicable service tax under supply of man power service directly to Govt. as receiver of service under reverse charge mechanism of service tax Rules which will be considered for evaluation. For Other Tenderers full Service Tax quoted shall be considered for evaluation.
- e. In such cases of successful Bidder being other than an Individual, Sole Proprietary ship firm, Hindu Undivided Family of Partnership firm, Association of Persons whether registered or not, the Service Tax amount quoted in the Price Bid format will be considered for reimbursement against valid documentary evidence ie. Service Tax Registration Certificate, Original Invoice, Service Tax Payment Certificate and copy of Service Tax payment Challan.
- f. Any statutory variation in Service Tax Rate during the contract period shall be reimbursed by the Company based on claim by the Contractor along with valid documentary evidence.

SPECIAL CONDITIONS TO THE TENDER:

1. The tender is floated on two part bid basis i.e., (1) Techno commercial bid and (2) Price bid.
2. From the technically qualified bidders, based on the Lowest standing (L1) in the price bid evaluation rating, Work will be awarded to L1 bidder.
3. In case, there is no differentiation in the rates of more than one bidder and as a result if there exists more than one lowest bidder (L1), loading shall be decided based on the details given below.
 - a) Having experience in O&M of "Solar Power Plant" of any capacity will be ranked first.
 - b) More No. of years in HT O&M experience .
4. Minimum wages have to be paid by the Contractor to all their staff engaged , as per government of Tamilnadu wages act.
5. BHEL ADHOC payment of Rs.3200/- pm to USW has to be paid by the Contractor.
6. PF , ESI shall be paid by the Contractor , considering BHEL Adhoc payments also.
7. PPE's (Personnel Protective Equipments) must be provided for all workers by the Contractor.
8. Safety rules shall be followed by all working Personnel in the Solar plant.
9. Any increase in wages by Government of Tamilnadu during the period of the contract , to be borne by the Contractor within the quoted rates.
10. Operation timing of the 5 MWe Solar power plant – 05.45 Hrs to 18.45 Hrs.
11. At any part of the time during Operation of the plant minimum two persons must be available in the plant. One person shall be "c" license holders for HT operations (11 KV minimum) with Engg.Diploma / Degree level Qualifications. Another one person must be minimum with ITI qualifications & two years experience in the Electrical field.
12. Unskilled workers are required for Cleaning of the Panels by using Mobbing with water **twice in a month**. The total no.of panels to be cleaned in 12 working days. (total no.of panels are 19,632 nos). Size of the each panel is 1Metre x 2 Metre.
13. Unskilled workers are required to clean all the office premises and keep the house in order.
14. All consumables required for cleaning of panels & office premises are in the scope of the Contractor.
15. Small repair works during Shut down period viz. Tightening and cleaning of all panels , Cable replacements are in the scope of work .\
16. Attending minor break down works of VCBs panel ,ACBs panel ,Battery panels , Solar panels , four pole structure , 11 KV transformers etc. are in the scope of work.
17. Periodical removal of vegetation such as weeds , bushes ,climbers , grass etc. from the area in and around power plant either manually or by suitable Grass weeding machines.

Recovery and penalty

18. **During the contract period, if the contractor is not able to provide the sufficient Staff, the actual cost incurred in getting the alternate arrangements of same or higher segment subject to availability for the absence day(s) will be recovered in addition to penalty of Rs.1000/- per day will be recovered from the contractor.**
19. *If the contractor is not able to provide the sufficient Staff for a continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor. In the event of contract termination, the security deposit paid by the contractor will be forfeited.*

20. ***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.***
21. The contractor shall be responsible for obtaining necessary comprehensive insurance policy, appropriate driving license with proper endorsement etc, and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor.
22. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.
23. The contractor shall check for exhaust emission test and obtain fitness for their vehicle once in 6 months in meeting the statutory norms laid by Tamil Nadu Motor Vehicle Rules.
24. The driver should keep the copy of relevant documents (Driving license, Road tax token, Registration Certificate, Insurance, Fitness Certificate, and Permit etc.) with the vehicle and produce as and when required by us or any government transport authorities. In case the original documents are required for verification it should be produced on demand.
25. Subject as aforesaid the provisions of the Motor Vehicle Act or any statutory modification or amendments or re-enactment there of and the rules made there under from time to time have to be followed by the contractors.
26. ***The contractor shall take Comprehensive Insurance Cover for all the Man power engaged.***
27. ***Bills shall be raised by the contractor (Printed format with Sl.No. only accepted) once in a month and submitted in triplicate in the format given by BHEL. Payment will be made to the contractor through NEFT/RTGS within 30 days from the date of receipt of clear bill & complying all statutory requirements with due certification by the concerned department or authorized official of BHEL.***
28. 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.
29. **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.

REVERSE AUCTION

- 1) BHEL reserves the right to go for reverse auctioning among the technically qualified bidders who have been sort listed after technical bid evaluation.
- 2) “BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno commercial evaluation. All bidders to give their acceptance for participation in RA.

Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

ANNEXURE- I

TERMS & CONDITIONS OF REVERSE AUCTION

Against Operation and Maintenance of 5MW Solar Power Plant at BAP Ranipet Premises for Two years period, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- 1) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2) Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid” in the Reverse Auction. Non-submission of „online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 3) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 4) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 5) Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 6) Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 7) In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 8) Reverse auction will be conducted on scheduled date & time.
- 9) At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

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- 10) The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 11) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 12) Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
- 13) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 14) The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 15) In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
- 16) BHEL reserves the right to negotiate with the L1 tenderer emerged out of Reverse Auction if the L1 amount is more than the estimated amount.

ANNEXURE- II

BUSINESS RULES FOR REVERSE AUCTION

SCOPE: Operation and Maintenance of 5MW Solar Power Plant at BAP Ranipet Premises. Bidders should please go through the guidelines given below and submit acceptance of the same.

1. **SCHEDULE FOR REVERSE AUCTION:** The Reverse Auction scheduled date will be informed later.
 - **Online Sealed bid** : **Will be informed later.**
 - **Online Reverse Auction** : **Will be informed later.**
2. **AUCTION EXTENSION TIME:** If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auctions duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till completion of Reverse Auction.
3. **BID PRICE:** The Bidder has to quote the total lump sum price (inclusive of design, fabrication supply to site, erection and all taxes and duties) for the Items specified in *Annexure.VI*. & as per excel working sheet.

Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

4. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian rupees for the scope and the specifications mentioned in *Annexure- VI* & as per excel working sheet.

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5. **VALIDITY OF BIDS:** Price shall be valid for 90 days from the date of reverse auction. These shall not be subjected to any change whatsoever.
6. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
7. **POST AUCTION PROCEDURE:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
8. **PROCEDURE OF REVERSE AUCTIONING :**
 - i. **Online Sealed Bid:** This duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.
 - ii. **Online Reverse Auction:** The „opening price“ i.e. start price for RA and „bid decrement“ will be decided by BHEL.
 - iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
 - iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become “L1” and this continues as an iterative process.
 - v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.
9. If no bid is received in the auction system/ website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).
In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.

Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.
10. Only those bidders who have submitted the “online sealed bid” within the scheduled time shall be eligible to participate further in RA process. **However, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.**
11. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders.
12. Computerized reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

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

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Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. {Service provider}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will upload that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed.

It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

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

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

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

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

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

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.

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15. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder"s nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.
16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in **Annexure - VII** after the completion of auction to M/s. Service provider besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.
18. Bidders bid will be taken as an offer to execute the work as per tender no 9850011E, DT: 30.12.2015. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.
19. Bidders shall be assigned a Unique User Name & Password by BHEL or M/s. {Service provider}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ M/s. {Service provider} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders" company.
20. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
21. After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL"s decision on award of contract shall be final and binding on all the Bidders.
22. BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.
23. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
24. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
25. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per **Annexure-IV.**
26. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.
27. If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. {Service provider} the terms& conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

ANNEXURE- VI

The List of Items to be procured along with the Quantities and the Auction Start Time & Close Time is as follows:

ITEM DESCRIPTION:

Operation and Maintenance of 5MW Solar Power Plant at BAP Ranipet Premises for Two years period

SI. No	DESCRIPTION	OPENING PRICE (Rs.)	BID DECREMENT (Rs.)	AUCTION TIME
1	Total Amount for Operating & Maintaining 5MWe Solar Power Plant at BAP/BHEL/Ranipet for "2" Years period. (i.e. On all Days from 05.45 Hrs to 18.45 Hrs).	Shall get displayed on the site during the start of the auction.	Will be informed later	Will be informed later

Annexure – IV**Process Compliance Form (Sample)**

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)

To

- M/s. {Service provider
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the tender document for "Operation and Maintenance of 5MW Solar Power Plant at BAP Ranipet Premises for Two years period against BHEL tender Notice no: **9850011E**. This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price as per template Excel working sheets issued by M/s BHEL M/s. {Service provider.
- 5) We confirm that **rates are valid till 90 days from the date of completion of Reverse Auction**

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

With regards

Signature with company seal

ENQUIRY NO.9850011E

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and Fax it to M/s {Service provider} at {.....} prior to start of the Event.

- Attach a signed copy of the tender document along with the Agreement Form/ Process Compliance form and send to M/s. {Service provider}

Annexure – VII

RA price confirmation and breakup (Sample)

To

M/s. Service provider

Postal address

CC: M/s BHEL

{Unit- Address-}

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted against the Tender notice no **9850011E** as detailed below

As our final prices during the Reverse Auction conducted **on xx.xx.2015.**

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

,

For _____

Name:

Company:

Date:

Seal:



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)	
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	
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	

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 Authorised Signatory and certified by Banker.

UN -PRICE BID

SL NO	DESCRIPTION	Amount (Rs.)
01	Total Amount for Operating & Maintaining 5MWe Solar Power Plant at BAP/BHEL/Ranipet for "2" Years period.	<u>QUOTED IN PRICE BID</u>
02	Applicable rate of Service Tax in percentage	_____ %
03	Applicable amount of Service Tax	<u>QUOTED IN PRICE BID</u>
04	Total Amount (Sl.no 01+03)	<u>QUOTED IN PRICE BID</u>

EMD payment details : DD No _____ Dt _____
Amount Rs.1,00,000 /-.

Note:- 1

1. Contractor has to fill applicable service tax % in Sl.No : 2
2. Contractor should not mention any amount in this Un price bid and same should be submitted along with techno commercial bid in cover 2.
3. Rate should be quoted only in the price bid and to be submitted in a separate cover 3 along with the tender.

Note:-2

1. 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 monthly invoice.
2. If the bidder's serviceable turnover is less than threshold limit at present (i.e prevailing limit Rs.10 lakhs per financial year) 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).
3. If service tax is not specified in the tender, the same will be treated as inclusive of service tax.

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PRICE BID

SL NO	DESCRIPTION	AMOUNT
01	Total Amount for Operating & Maintaining 5MWe Solar Power Plant at BAP/BHEL/Ranipet for "2" Years period. (i.e. On all Days from 05.45 Hrs to 18.45 Hrs).	Rs.
02	Applicable rate of Service Tax in percentage	%
03	Applicable amount of Service Tax	Rs.
04	Total Amount (Sl.no 01+03)	Rs. (Rupees in words _____ _____ only)

1. **The rate/amount quoted is FIRM price basis. Any revision in minimum wages , during the period of the contract , is to be borne by the contractor only.**
2. If 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 monthly invoice.
3. If service tax is not specified in the tender, the same will be treated as inclusive of service tax.
4. The ranking will be calculated on total amount .

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