



Bharat Heavy Electricals Limited
ELECTRONICS DIVISION
Mysore Road, Bangalore – 560026

Ph.080-26998392/8232
Email: cjaka@bhel.in, kapilverma@bhel.in
PV – O&M- DEPT.

NOTICE INVITING TENDER

- 1 TENDER NUMBER(RFQ) : **EDN: PV: GNFC/10MW: O&M/01 ; Dt: 09.10.2020**
- 2 NAME OF WORK : **Operation and Maintenance works of GNFC 10 MW Solar Power Plant at Charanka, Gujarat for a period of 10 years. (All listed works shall be undertaken and executed)**
- 3 ESTIMATED COST : **Rs 330.61 Lakhs (Approx.) Plus applicable GST.**
- 4 EARNEST MONEY DEPOSIT : **Rs. 6.62 Lakhs (Mandatory for MSME also)**
Bidders can submit Rs. 6.62 Lakhs EMD through DD/SBI Collect (Please refer “Instructions to tenderer” for guideline for payment through SBI Collect).
- 5 SECURITY DEPOSIT :
 - a) Security Deposit (SD) will be 5% of the work order amount.
 - b) 50% of SD shall be submitted before start of work.
 - c) Balance will be recovered from running Bills at a rate of 10% per bill.
 - d) 50% of SD will be released after completion of all the works and remaining 50% after 6 months from the date of completion of all the works.
- 6 DURATION OF WORK : **120 Months from the date of site handover for O&M, likely in Nov’ 2020**
- 7 LAST DATE AND TIME FOR THE SUBMISSION OF DULY FILLED IN TENDER DOCUMENT : **30.10.2020 Before 01:00 P.M.**
- 8 E-mail address for submission of tender document : **finpvse1@bhel.in**
(Please refer “Note” page no.2 and page no. 6 for details about “Mode of tender document submission”),
- 9 DATE AND TIME OF TECHNICAL BID OPENING : **30.10.2020 at 01:30 P.M**
- 10 DATE AND TIME FOR SITE INSPECTION. : **SITE INSPECTION HAS TO BE CARRIED OUT PRIOR TO BID SUBMISSION. SITE INSPECTION REPORT SHOULD BE ENCLOSED ALONG WITH THE BID.**
(Please call 9620546306 – Ashok S / DGM-SC&PV Site Services, for inspection)

NOTE: The tenderer shall return the dully filled in tender document after affixing signature on all pages and submit. Keep referring the BHEL tender website for any addendum or corrigendum and no individual intimation will be given.



Bharat Heavy Electricals Ltd
Electronics Division
Mysore Road, Bangalore – 560026

Tender Document for

Operation and Maintenance works of GNFC 10 MW Solar Power Plant at Charanka, Gujarat for a period of 10 years

TENDER NUMBER RFQ: EDN: PV: GNFC/10MW: O&M/01 ; Dt: 09.10.2020

TECHNICAL BID DATE OF OPENING: 30.10.2020 (Price bid opening date intimation will be given separately)

Part – I	Technical cum Commercial Bid	.....	19 Pages
	Unpriced Bid GNFC 10 MW	.....	04 Pages
	TECHNICAL SPECIFICATIONS	.....	21 Pages
	BHEL General Conditions of Contract 2019	.....	33 Pages
	Integrity Pact	.....	08 Pages
	Bank Guarantee format	.....	02 Pages
Part – II	Price Bid GNFC 10 MW	.....	04 Pages

Note:

1. Part I: To be submitted along separate E-Mail.
2. Part II: To be submitted along separate E-Mail.
3. Earnest Money Deposit of Rupees 6.62 Lakhs shall be submitted as per point No. 4 of page No. 1 of this tender document (Receipt has to be submitted along with Part-I through E-Mail).
4. Tenders will be liable for rejection if the above mentioned EMD is not submitted along with the tender.
5. **Part-I and Part-II to be submitted in separate E-Mail.**
6. **Bidders are instructed to submit the tender document only through E-Mail (Please refer page no. 6 for “Mode of tender document submission”). No other mode of submission is allowed.**
7. **Firms banned by BHEL are not eligible to participate in the tender. The tender submitted by such a firms will not be opened for evaluation and no communication in this regard will be entertained.**
8. **Please ensure submission of offer before the due date and time. No other mode of submission is permitted. Late offers will be rejected**
9. **In view of present pandemic situation it is advised to all bidders to mandatorily ensure all precautionary measures as per guidelines issued by State/Central government/District administration to prevent spread of COVID-19 like usage of Personal protective Equipment's and other norms like wearing masks, maintaining social distance and other instructions issued from time to time.**



BHARAT HEAVY ELECTRICALS LTD, ELECTRONICS DIVISION, BANGALORE-26

TENDER NUMBER RFQ: EDN: PV: GNFC/10MW: O&M/01 ; Dt: 09.10.2020

PART-I TECHNICAL-CUM-COMMERCIAL BID

(To be furnished by the Bidders)

01. NAME OF THE WORK : **Operation and Maintenance works of GNFC 10 MW Solar Power Plant at Charanka, Gujarat for a period of 10 years. (All listed works shall be undertaken and executed)**
02. APPROXIMATE ESTT.COST RS. : Rs. 330.61 Lakhs (approx.) Plus applicable GST.
03. DURATION OF WORK : **120 Months** from the date of site handover for O&M, likely in November' 2020
04. NAME OF THE CONTRACTOR :
05. ADDRESS
- (A) OFFICE :
- E-mail :
- TEL. PH. NO. :
- (B) RESIDENCE :
- TEL.PH NO :
06. PAN NO :
07. GST NO :
08. STAFF STRENGTH :
09. DOCUMENTS FULFILLING TENDER : Enclosed / Not enclosed
PRE-QUALIFICATION CRITERIA
10. a) SCOPE OF WORK : UNDERSTOOD/ NOT UNDERSTOOD
(As per schedule of items)
- b) Accept to execute all activities : YES/ NO
of Schedule of works
- c) Full acceptance to all points : YES/ NO
mentioned in "Notes" under
Schedule of works
11. a) EMD PARTICULARS (DEMAND DRAFT/ :
SBI COLLECT REF NO. / BG DETAIL)
- b) Electronic Funds Transfer (EFT) form enclosed : Please fill up the form in ANNEXURE-II



12. Penalty as per BHEL General Conditions of contract : Understood / Not understood
2019 clause No. 2.7.9

O&M activities are defined item-wise with particular rate.

In case vendor does not execute any of the jobs within 30 days,
BHEL reserves the option to execute the same themselves and
the cost incurred will be deducted from the vendor's bills.

13. Constitution of Firm : Individual / Sole Proprietorship Concern /
Partnership Firm / Public Ltd. Company/
Private Ltd. Company.

15. Accept to pay statutory payments like ESI, PF
etc., as per terms and conditions of
BHEL and Govt. guideline's : Accepted / Not accepted

16. BHEL Payment terms acceptance as per GCC : Accepted / Not accepted

17. **O&M Contractor shall have to fill at least 65% of post in supervisory and managerial cadres and 80% of posts in other cadres by the local persons. The expression "Local person" shall mean a person domiciled in Gujrat state for minimum 15 years shall be considered as local person. The Contractor shall furnish documentary evidence to this effect before start of O&M** : Accepted / Not accepted

Note:

1. Bidders are advised to quote their best prices (% above/below the total estimate +/- (or) at par).
2. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.



PRE QUALIFICATION CRITERIA

1. Average annual financial turnover during the last 3 years ending 31st March of the previous financial year, should be **30% of the estimated value**. Bidder shall submit the audited balance sheets for past 3 years. In case, audited balance sheet is not available for current year, unaudited balance sheet is acceptable.
2. Experience of having successfully completed similar works during last 7 years ending last day of previous month to the one in which applications are invited should be either of the following:
 - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
 - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost."Similar work" is defined as contract which includes Operation and Maintenance / Electrical Installation & Commissioning of Power Plants / Sub Stations of voltage level 33KV and above, in India.

Overall contract value will be considered for each similar work irrespective of the O&M / I&C value. As evidence to this, the vendor shall submit (a) Copies of work orders from the clients, (b) Completion Certificate from client/client certified invoice.
3. Any vendors, against whom, action due to non-performance has been initiated by BHEL are not eligible for participation. The tender envelope submitted by such a firms/bidder will not be opened for evaluation and no communication in this regard will be entertained.
4. The bidders presently working at BHEL sites should submit the satisfactory performance certification issued by BHEL not earlier than 60 days reckoning from the date of tender opening.

Note: Offers of the Tenderers not meeting the above requirements are liable to be rejected.

Documents required to be submitted:

1. Certificate of Incorporation of the Bidder's company.
2. Registration Certificate with ESI and PF Authority/Declaration.
3. Income Tax Returns for last Three years
4. Balance Sheet and Profit & Loss Account for the last 03 years signed by auditor.
5. Availability of Technical personnel in letter head.
6. Registration with BHEL/CPWD/other Govt. organization/PSU if any.
7. Declaration for fulfilling the BOCW requirements in bidder's letter head if any.
8. List of equipment to be mobilized at site in bidder's letter head.
9. GST Registration details or Declaration in bidder's letter head.
10. Declaration by bidder's for not blacklisted and/or not banned by any PSU's (or) Government institutions/organizations (or) semi-Government institutions/organizations in bidder's letter head.

All the supporting documents to be signed and sealed by the bidder (BHEL have the rights to verify the original documents if required)

MODE OF OFFER SUBMISSION / OPENING OF BID/BID'S:

Due to existing Covid-19 lockdown and non-availability of proper courier and postal service. Sealed tenders are invited to from all eligible bidders in two-part bid system in **soft copies** and same can be sent to BHEL email ID **finpvse1@bhel.in** [finpvse1(at the rate)bhel(dot)in] by two separate emails for technical bid and price bid (i.e., one separate email for technical bid and one separate e-mail for price bid),

- (a) The bidders shall submit the bids only through the said email ID and no copy (Cc and Bcc) shall be marked, to maintain the secrecy of the bid. Violation of these instructions shall be entirely at the risk and responsibility of the bidder.
- (b) The bid documents shall be accepted in **“.PDF”** format only. The maximum size allowed per document shall be **8 MB**. The documents should not be password protected.
- (c) ONE email subject heading shall be indicated with **"Bidder name (Principal) – EDN: PV: GNFC/10MW: O&M/01 - Technical bid"** consisting of Part-I (technical offer, PQC documents, commercial terms and conditions).

If the size of email is bigger than allowed limit, kindly send email in parts clearly indicating in the subject header as Part-1,2,3..... (of) Total no. of mails.

- (d) No deviation in the tender is allowed.
(To reduce the size of Technical offers by bidder, Bidder has to fill and submit **“TECHNO-COMMERCIAL DEVIATION SHEET”** (see page no. 20) for deviation sheet against sealed and signed copies of technical and commercial terms of NIT. All other documents required in technical cum commercial bid format shall be submitted along with Part-I (technical bid)).
- (e) SECOND email subject indicating **"Bidder name (Principal) – EDN: PV: GNFC/10MW: O&M/01 - Price bid"** where in the Part-II (price bid) to be submitted as an attachment.
- (f) **Part-I (Technical Bid) and EMD to be submitted in separate E-Mail.**
- (g) **Part-II (Price Bid) to be submitted in separate E-Mail.**
- (h) EMD SUBMISSION: In case total amount of EMD is being submitted through SBI Collect, then electronic receipt of SBI collect to be submitted along with technical bid. In case the EMD shall be submitted in other forms as allowed in NIT, original EMD shall be sent to following address through speed post/courier/other available means:

Mr Chandrashekhar C Jaka, DGM, (PV- O&M)
5th Floor New Engineering Building
Bharat Heavy Electricals Limited
Electronics Division Mysore Road, Bangalore -560 026

The original hardcopy EMD should reach us before price bid opening/RA. In case, it would not have reached before price bid opening/RA, the offer shall be liable for rejection.

- (i) Email is password protective and will be opened by tender opening committee on due date and time.
- (j) **Note: Please ensure submission of offer before the due date and time. No other mode of submission is permitted. Late offers will be rejected.**
- (k) **Offer submission is bidder's responsibility, any issue arising while submitting the offer may be brought to the notice of BHEL well before tender due date and time, so that BHEL has sufficient time to take suitable action, if any**



INFORMATION TO THE TENDERER:

- (i) The Bidders is advised to visit the site and examine the site conditions, but not limited to traffic, location, surroundings, climate, access to site, applicable laws and regulations, and obtain for itself on its own responsibility of all information, as per their understanding, as may be necessary for preparing the Bid and entering into the Contract Agreement. All the expenses in this regard for the subject Solar plant and its associated costs shall be borne by the Bidder.
- (ii) The bidders should carry out preliminary survey at the site before submission of offer to ensure that the rate quoted for the relevant schedule of items are correct and submit the competitive price.
- (iii) The bidder should encourage to use local labour that has the necessary skills as per the requirement of work.
- (iv) Before engaging the labour in to work, Contractor should get the NOC from labours' native police station as well as NOC from local police station (If applicable).
- (v) Contractor to note, BHEL reserves the right to get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:
 - a) Contractors continued poor progress.
 - b) Withdrawal from or abandonment of the work before completion of the work.
 - c) Contractor's inability to progress the work for completion as stipulated in the contract.
 - d) Poor quality of work.
 - e) Corrupt act of Contractor.
 - f) Insolvency of the contractor.
 - g) Persistent disregard to the instructions of BHEL.
 - h) Assignment, transfer, sub-letting of contract without BHEL's written permission.
 - i) Non fulfillment of any contractual obligations, Non-compliance to any Statutory laws / regulations of the land.
 - j) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute job as per required schedule.
- (vi) The liquidated damages/penalties arising out of Risk and Cost will be recovered. BHEL shall recover the amount from any money due from the Contractor, or from any money due to the contractor including security deposit or by forfeiting any T&P asset or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.
- (vii) **Documents to be submitted on award of work (as applicable):**
 - (a) Security deposit in the form of Cash/DD/ NSC's / Kisan Vikas Patra / FDR / Bank Guarantee in favour of BHEL
 - (b) Electronic Fund Transfer Form duly signed & sealed by banker along with cancelled cheque copy
 - (c) Labour license of the workmen engaged, valid for contract period (If applicable)
 - (d) Workmen Compensation Insurance Policy for the workmen engaged and valid for contract period
 - (e) Deduction of statutory taxes (as applicable) at source would be enforced from the running bills at the rates prescribed unless exemption certificate is produced from the concerned authorities.
- (viii) The following documents are to be submitted along with the Running Account Bills for process of payment. Period of billing should be as per BOQ.
 - a) Tax Invoice with details of GST number of BHEL and contractor.
 - b) Measurements of works executed, duly verified by Site in charge / Project manager of BHEL and signed as Accepted by contractor along with the stipulated O&M formats.
 - c) Provident PF Remittance challan for the bill duration.
 - d) ESI Remittance challan for the bill duration.
 - e) Invoice submitted along with running bills to indicate the GST amount charged and bear GST NUMBER etc. as per prevailing taxes.
 - f) Bill submitted subsequently to be accompanied with a declaration that GST liability on the earlier bill has been discharged.
 - i) by paying money to the Government (along with Tax paid Challan Copy)
 - ii) by utilization of Input GST Credit
 - g) BOCW Registration and payment proof if applicable.
 - h) O&M reports (as applicable) as per instruction of Engineer In-charge.



Bharat Heavy Electricals Limited
ELECTRONICS DIVISION
MYSORE ROAD- BANGALORE-26
INSTRUCTIONS TO TENDERER

1. Sealed Tender for the above noted work is hereby invited from Contractors experienced in similar Operation & maintenance works of Solar power plants with 33KV switchyard.

2. Project detail and location:

Project Name	10 MW Solar Power Plant
Owner	M/s GNFC
Location	Charanka, Gujrat

3. **Tenders should be addressed to: Mr Chandrashekhar C Jaka, DGM, (PV- O&M), NEB 5th Floor, Electronics Division, Bharat Heavy Electricals Limited, Mysore road, Bangalore – 560 026. In three separate sealed cover for “Technical cum Commercial Bid”, Price Bid & EMD duly super scribed and put in an outer envelope, super scribing the Name of work, Tender no. and Name and address of the Tenderer.**
4. The local address of the Contractors, the name of the person to whom all the Correspondence are to be addressed should be indicated, with email id, telephone/mobile number (both office and residence).
5. All entries in tender documents should be in one ink (preferably blue ink). Erasing and overwriting is not permitted. All corrections should be duly signed by tenderer concerned.
6. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document including the drawings if any attached there to before submitting tender.
7. Percentage above or below estimate should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paisa with reference to overall cost shown in the attached schedule. These rates shall be for the finished work at site. The rate shall include all taxes and duties payable on account of , Octroi, tax etc except GST. on work contract etc., and also expenses towards PF and ESI contributions.
8. In case the rate quoted in figures differs from those quoted in words, the lower of the rates quoted will be taken as the tendered rate and shall be binding on the tenderer.
9. The rate to be quoted by the tenderer shall be firm and shall cover and include all statutory levies such as “Octroi, etc except GST, arising from Act passed by Parliament or State Legislature and rules framed there under. The rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come into force, subsequent to submission of tenders.
10. (a) The rate quoted in the tender shall remain valid for a period of ‘THREE MONTHS’ from the date of opening tender.
(b) Tenderer shall not increase quoted rates, once the tenderer has submitted offers/quotation/price and during execution of contract in case tender is accepted.
(c) Successful bidder should execute the work strictly in accordance with Tender schedule quoted rates as accepted by BHEL.
(d) **PRICE VARIATION clause not applicable.**
11. The rates quoted should be excluding GST arising on the transaction. If BHEL is required to discharge the liability of any taxes on the transaction like TDS(IT), TDS(WCT), TDS(GST) (as applicable) under reverse charge mechanism or any other similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor. **The rate/Percentage quoted by bidder shall be excluding GST which shall be shown separately in price bid.**
12. Before tendering, the tenderer is advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of material, Condition of each equipment and extent of repair / replacements to be carried out and labour work involved. They should be well versed with BHEL General Conditions of Contract instruction to the tenderers, drawing and specification and all other documents which form part of the agreement to be entered into, subsequent to award of work. The tenderer should be specially note that it is tenderers responsibility to provide any items which is not specifically mentioned in the specifications and drawing, but which is necessary to complete the work.
13. Details and quantities of each item of work shown in the bill of quantities attached here to only approximate. They are given as a guide for the purpose of tendering only and are liable for variation and alteration at the



discretion of the competent authority. The work under each item as executed to the satisfaction of the engineer in charge and records/reports to be submitted by the Contractor.

14. Should a tenderer find discrepancies or omission in the drawing attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
15. In the event of the tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of firm concerned. In the latter case, a copy of the power of Attorney duly attested by a Gazette Officer must accompany the tender.
16. If in any case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.
17. Tender must be accompanied by Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderer after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as a part of Security Deposit for satisfactory completion of the work in accordance with BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipt are liable to reject. No interest will be paid on the earnest money deposit.
18. **The Earnest money deposit may be furnished**
 - a) **Through Demand Draft in favor of BHEL EDN, Bangalore – 560026.**
 - b) **through online from SBI Collect.**

Guidelines for payment of EMD Fee

Step-1: Please enter the following link in your internet address browser or click on the following link.

<https://www.onlinesbi.com/sbicollect/icollecthome.htm>

Please click on “proceed” after Clicking “Check Box” to proceed for payment

Step-2 : Now the SBI’s SB-Collect site gets opened. Please select State of Corporation as “Gujrat” and type of Corporation as “Industry” and then click on “Go” appearing on the screen.


Step-3 : Now select “Bharat Heavy Electricals ” from the dropdown table appearing against “Industry Name” and click Submit

Step-4: Now select “Others” from the dropdown table appearing against “Category” and click Submit

Step-5: The below screen (similar) will appear. Please select sub category “EMD” and fill up other details and transfer money.

State Bank Collect / State Bank Collect

State Bank Collect

 BHARAT HEAVY ELECTRICALS LTD
BHEL HOUSE, SIRI FORT, NEW DELHI-110003

Provide details of payment

Select Payment Category * OTHERS

SUB CATEGORY * --Select SUB CATEGORY--

NAME *

VENDOR CODE

AMOUNT *

Remarks

Please enter your Name, Date of Birth (For Personal Banking) / Incorporation (For Corporate Banking) & Mobile Number. This is required to reprint your e-receipt / remittance(PAP) form, if the need arises.

Name *

Date of Birth / Incorporation *

Mobile Number *

Enter the text as shown in the image * 87E21

19. For reimbursement of Earnest Money Deposit, the tenderer should fill the enclosed EFT form, obtain the Banker’s signature and also enclose a photocopy of cancelled cheque leaf.



20. Unless the bidder whose tender is accepted, signs contract agreement within fifteen days (15 days) of the date of the order directing to do so, the amount of Earnest Money Deposit (EMD) will be forfeited and acceptance of the tender will be withdrawn.
21. If after opening of tender, a tenderer revokes the tender or increase of earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of Engineer-in-charge, the Earnest Money Deposited by bidder will be forfeited and acceptance of bidder's tender will be withdrawn.
If only a part of work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be retained will be based on value of the contract so awarded.
22. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered necessary by the accepting authority.
23. Conditional and Unsigned tenders, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the accepting officer and tenders not submitted in the prescribed forms are liable to be rejected.
24. Tenderer shall submit Solvency Certificate for the value specified from a Bank of standing regarding the tenderer's financial position (as applicable).
25. The tenderers should enclose relevant documents regarding constitution of firm i.e. Individual / Sole Proprietorship Concern / Partnership Firm / Public Limited Company / Private Limited.
26. The tenders should be enclosed with a list of contracts already held by the tenderer at the time of submitting the tender and giving the following particulars:
 - a) Name of the work, value and address.
 - b) The balance work remaining to be done on the same.
27. a) The filled in tender sealed cover shall be handed over/couriered/speed post to at office of **Mr Chandrashekhar C Jaka, DGM, (PV- O&M), NEB 5th Floor, Electronics Division, Bharat Heavy Electricals Limited, Mysore road, Bangalore – 560 026)** before the time fixed for submission of tender.
b) Tenders received after the due date & time of opening of tenders will be rejected.
28. The Contractors responsibility under this contract shall commence from date of receipt of the order or acceptance of tender.
29. Tenders submitted by speed post or courier service, shall be posted with due consideration of any delay in postal delivery. Tenders received after the due date of opening tenders are liable to be rejected.
30. If proprietor or partner of a firm expires after the submission of tender or after the acceptance of tender, BHEL reserves the right to cancel the contract if the character of the firm undergoes a substantial change.
31. THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or changes in the composition of firm made subsequent to signing of the contract. They may however recognize such power of Attorney and changes after obtaining proper legal advice.
32. If the tenderer deliberately gives wrong information on tender regarding past unsatisfactory performance with BHEL sister units or any other Customer / clients, BHEL reserves the right to reject such tender at any stage including contract execution period and initiate penal action against the bidder as deemed fit.
33. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so require.
34. The General and Special Conditions are complementary to each other and where they are in conflict, the special condition shall prevail.
35. The expenses for completing the stamping agreement shall be borne by the contractor.
36. Unless or otherwise stated above tendered work includes men, material, machine as agreed to in the contract.
37. Any covering letter and comments of the tenderer should be submitted along with the offer.
38. Should a tenderer or a contractor has a relative or in the case of firm or company, any of its shareholder's relative is employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such fact subsequently comes to light.
39. These 'INSTRUCTIONS TO TENDERER' & GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the Contract agreement for the work to be entered into. The Contractor has to scrutinize the same, and when submitting his tender, indicate his acceptance of both. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERER' shall prevail. (Extracts of important clauses of BHEL GCC are enclosed).