



BHARAT HEAVY ELECTRICALS LIMITED
Solar Business Division, Malleswaram,
Bengaluru - 560 012
Ph. No. +91-080-22182344

Works contract Cell

NOTICE INVITING TENDERS

1	TENDER NUMBER(RFQ)	:	172658	Date: 12.02.2022
2	NAME OF WORK	:	"Balance Work for Construction of Roads, Drains, Culvert And 4 Nos of 2.5 Lakh Litres Capacity Underground RCC Water Tank for 100 MWp Solar Pv plant for GSECL, Raghnesda Ph-I" at Gujarat. (All listed works shall be Undertaken and executed)	
3	ESTIMATED COST	:	Rs.397.54 Lakh (Approx.) Plus applicable GST.	
4	EARNEST MONEY DEPOSIT	:	Rs.7,95,100 (Mandatory for MSME also) a) Bidders can submit Rs.7,95,100/- EMD through DD/NEFT/RTGS/QR Code b) Alternatively, bidders can submit Rs.2.0 Lakhs through DD/NEFT/RTGS/QR Code and balance Rs.5,95,100/- in the form of Bank Guarantee from the scheduled bank. (Please refer NIT page-12 for guideline for payment through DD/NEFT/RTGS/QR Code)	
5	SECURITY DEPOSIT	:	50% of SD shall be submitted before start of work; Balance will be recovered from running Bills at a rate of 10%. (SD= 3% of the work order amount); 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	COMPLETION TIME	:	04 Months (From the date of placement of Order/handing over of the site.)	
7	Issue of tender documents		As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in	
8	Pre- BID Meeting		As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in	
9	Last date for Issue of tender documents		As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in	
10	Last date for submission of tender documents		As per Enquiry / RFQ / Notification on https://eprocurebhel.co.in	
11	Date and time of opening of Tender (Technical-Bid)		As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in	
12	Tender Submission Place		Online at https://eprocurebhel.co.in only	
13	Tender Opening Place		Online at https://eprocurebhel.co.in	
14	Dealing Officer (For any Clarifications)		Mr. Premnaraian Srivas Engineer / Works Contracts cell, BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012 E-MAIL: pnsvivas@bhel.in Ph. No. +91-080-22182344	
15	TENDER MONITORING AUTHORITY (IEM)	:	Mr. Arun Chandra Verma, IPS (Retd.) Mr. Virendra Bahadur Singh, IPS (Retd.)	

NOTE: The tenderer shall return the dully filled in tender document after affixing signature on all pages and submit.

NIT Issued By
Premnaraian Srivas
Engineer BHEL-SBD

CONTRACTOR (SIGN & SEAL)



BHARAT HEAVY ELECTRICALS LIMITED
Solar Business Division, Malleswaram,
Bengaluru - 560 012
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Tender Document for

“Balance Work for Construction of Roads, Drains, Culvert And 4 Nos of 2.5 Lakh Litres Capacity Underground RCC Water Tank for 100 MWp Solar Pv plant for GSECL, Raghnesda Ph-I” at Gujarat

TENDER NUMBER RFQ: 172658

Date: 29.10.2020

Part – I	Technical cum Commercial Bid	.....	40 Pages
	Status of balance work	.....	02 Pages
	Unpriced Price Bid	.....	04 Pages
	Technical and General Specification	.....	12 Pages
	BHEL General Conditions of Contract 2019	.....	33 Pages
	Tentative Tender Drawing	.....	04 Pages
	Tentative Field Quality Plan	.....	07 Pages
	BHEL Reverse Auction Guidelines	.....	10 Pages
	Bank Guarantee format for EMD	.....	02 Pages
	Integrity Pact	.....	08 Pages
Part – II	Price Bid (https://eprocurebhel.co.in)	.....	04 Pages

Note:

1. Part-I&II to be submitted in a separate sealed cover as per instruction on <https://eprocurebhel.co.in> & www.bhel.com .
2. Earnest Money Deposit of Rupees 7,95,100/- shall be submitted as per point No. 4 of page No. 1 of this tender document.
3. Tenders will be liable for rejection if the above mentioned EMD is not submitted along with the tender.
4. Only those bidders who have entered into Integrity Pact with BHEL would be competent to participate in the bidding. In other words, entering into integrity Pact shall be preliminary qualification. Details of Independent External Monitors (IEM) for this tender is in page No. 1, Sl. No. 11.
5. 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.
6. 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.
7. Bidders under Notice period/issued show cause notice is not qualified to participate in the tender
8. **Existing contractor/Supplier** M/s A.B CONSTRUCTION is NOT eligible to participate in this tender. Existing Contractor/Supplier will include:
 - i). In case existing contractor/supplier is The Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
 - ii). In case existing contractor/supplier is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.
9. Please ensure submission of offer before the due date and time on <https://eprocurebhel.co.in> only. No other mode of submission is permitted. Late offers will be rejected.

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**BHARAT HEAVY ELECTRICALS LIMITED Solar Business Division,
Malleswaram, Bengaluru - 560 012 Ph. No. +91-080-22182344**

TENDER NUMBER RFQ: 172658

Date: 29.10.2020

PART-I TECHNICAL-CUM-COMMERCIAL BID

(To be furnished by the Bidders)

01. NAME OF THE WORK : **“Construction Of Roads, Drains, Culvert and 4 Nos. of 2.5 Lakh Litres Capacity of Underground RCC Water Tank for 100 MWp Solar PV Plant for GSECL, Raghnesda Phase-I”**
(All listed works shall be Undertaken and executed)
02. ESTIMATED COST : Rs. **397.54** Lakh (APPROX.) plus applicable GST.
03. COMPLETION PERIOD : 4 Months
(From the date of placement of Order/handing over of site.)
04. NAME OF THE CONTRACTOR :
(WITH CONTACT PERSON)
05. ADDRESS :
(A) OFFICE :
E-mail :
TEL. PH/ Mob. NO. :
(B) RESIDENCE :
TEL. PH/ Mob. NO. :
06. PAN NO :
07. GST NO :
08. STAFF STRENGTH :
09. PLANT/EQUIPMENTS : List enclosed/not enclosed
10. a) SCOPE OF WORK : UNDERSTOOD/ NOT UNDERSTOOD
(As per schedule of items)
b) Accept to execute in total : YES/ NO
c) Bar chart to be submitted : YES/ NO
Individually for each work for L1 Scope
d) In order to complete the project
in the specified months schedule, vendor
to deploy separate Five gangs/teams (or) more
as per site requirement for each individual activities
along with tools and machineries, Undertaking
should be submitted along with offer : YES/ NO
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
2019 clause No. 2.7.9 : Accepted / Not accepted

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13. Constitution of Firm : Individual / Sole Proprietorship Concern / Partnership Firm / Public Ltd. Company/ Private Ltd. Company.
14. *BHEL reserves right to conduct reverse auction : Accepted / Not accepted*
“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders in line with new RA guideline-2021. 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.”
15. Accept to pay statutory payments like ESI, PF, BOCW, etc., as per terms and conditions of BHEL and Govt. guideline’s : Accepted / Not accepted
16. BHEL Payment terms acceptance (Cl. no. 21, 22.1 & 22.2 of “Special Conditions of Contract”) : Accepted / Not accepted
17. The bidder should encourage to use local labor that has the necessary skills as per the requirement of work. : Accepted / Not accepted
18. Acceptance for Splitting of contract mentioned on page no.5 of this NIT : Accepted / Not accepted

Note:

1. Bidders are advised to quote their best prices (% above/below the total estimate +/- (or) at par) as no further price bids will be accepted in case BHEL decides to open price bids instead of reverse auction.
2. Site progress will be reviewed periodically from the date of issue of work order and based upon the progress of work by contractor if contractor is unable to meet the target after repetitive notices/warnings, 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 one week.
3. Bidder agrees to **submit performance security** required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest.
4. The Bidder declares that they will not enter into any illegal or **undisclosed agreement** or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, and subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.



5. Start-ups registered with DIPP are exempted to fulfill the criteria of minimum turnover and minimum years of experience.
6. In view of the necessity to complete the works as per the schedule and for stringent quality control it is required that works awarded to contractor shall not be sublet by the contractor to any other agency in partial or full, without prior approval of BHEL. All works shall be carried out under the supervision of contractor by placing their regular employees at site.

Splitting as per contract- No Splitting

Evaluation- As per PRE QUALIFICATION CRETERIA

1. Experience of having successfully completed roads and drain work and RCC structure/foundations/ during last 7 years from the date of tender notice.
 - a) Three similar completed roads and drain work and RCC structure/foundations each costing not less than an amount equal to 40% (Rs.187.64 Lakh) of the NIT displayed value (Including GST 18%).

OR
 - b) Two similar completed roads and drain work and RCC structure/foundations each costing not less than an amount equal to 50% (Rs.234.55 Lakh) of the NIT displayed value (Including GST 18%).

OR
 - c) One similar completed roads and drain work and RCC structure/foundations each costing not less than an amount equal to 80% (Rs.375.29 Lakhs) of the NIT displayed value (Including GST 18%).
2. Average annual financial turn over during the last 3 years, ending 31st March of the previous financial year, should be 30% (Rs.140.73Lakhs) of the NIT displayed value (Including GST 18%).

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

Documents required to be submitted

1. Registration Certificate with ESI and PF Authority/Declaration.
2. Income Tax Returns for last Three years
3. Balance Sheet and Profit & Loss Account for the last 03 years certified by auditor.
4. Availability of Technical personnel in letter head.
5. Registration with BHEL/CPWD/other Govt. organization/PSU if any.
6. Declaration for full filling the BOCW requirements.
7. List of equipment to be mobilized at site.
8. GST Registration details or Declaration.
9. Declaration/Certificate of MSE/Qualify for PPP MII order 2017 (Udhyam).

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



INFORMATION TO THE TENDERER:

- (i) Successful Bidder should establish their Site office at Construction site, including common facilities such as toilet, water, electricity etc. in consultation with BHEL. Contractor has to arrange water and power as required for completing the job in the stipulated time frame at their own cost.
- (ii) Contractors shall take at most care on their manpower deployed, considering the current outbreak due to COVID-19, contractor shall take all precautionary measures and follow guideline issued by state and central government to contain and spreading of CORONA VIRUS.
- (iii) Contractor shall issue face mask and gloves to the labours and maintain social distancing while carrying out the work. WEARING OF FACE MASK AND GLOVES IS MANDATORY AT THE WORK PLACE.
- (iv) The bidders should furnish "Site Inspection Certificate" in Annexure-III enclosed herewith.
- (v) Bidders should study the prevailing Market trend of Construction materials/laborers/other relevant requirement before quote and submit the competitive price.
- (vi) The bidder should encourage to use local labor that has the necessary skills as per the requirement of work.
- (vii) 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).
- (viii) The bidders should carry out preliminary survey at proposed construction site before submission of offer to ensure that the rate quoted for the relevant schedule of items are correct.
- (ix) 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
 - j) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute job as per required schedule.
- (x) The **liquidated damages (LD)/penalties** arising out of Risk and Cost as explained under Sl.no (ix). BHEL shall recover the amount from any money due from Contractor, or from any money due to the contractor including security deposit, or by forfeiting any T & P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.



(xi) 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 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.

The following documents are to be submitted along with the Running Account Bills for process of payment

- a) Tax Invoice with details of GST number of BHEL and contractor.
- b) Measurement books duly filled and signed by officials of BHEL and contractor
- 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.
Bill submitted subsequently to be accompanied with a declaration that GST liability on the earlier bill has been discharged.
- f) by paying money to the Government (along with Tax paid Challan Copy)
- g) by utilization of Input GST Credit
- h) BOCW Registration and payment proof.
- i) Field quality assurance documents (as applicable) as per instruction of Engineer In-charge.
- j) List of supplier/supplier's (material and manpower).
- k) After completion of work, bidders should mandatorily furnish NOC from all declared suppliers along with the running/Final Bill.

Mobilization at site:

- 1) Requisite Material (all construction materials like cement, sand, coarse aggregate, reinforcement steel, etc.), men (mason, carpenter, bar binder, fabricator, etc.) and machinery (DTH, Concrete mixer machine/RMC/AJAX with printing facility, Power chain saw, JCB/excavator/dozer, grader, tipper, etc., Total station & other equipment required for building works and levelling, grading works, and other associated works as listed in BOQ) should be arranged in order to complete the project within stipulated time period.
- 2) The contractor shall carry the work as per the approved Field Quality Plan issued by BHEL (Field quality plan enclosed with this tender for reference)
- 3) Calibration of equipment's should be done by NABL accredited laboratories.
- 4) Contractor shall submit the design mix report (from NABL/Govt. approved labs) and shall carry the work as per the approved design mix report, approved by BHEL/GSECL
- 5) Contractor shall conduct the pile load test (Initial and routine test) (OR) any test (as applicable) and shall submit the report (from NABL/Govt. approved labs) as approved by BHEL/GSECL.



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INSTRUCTIONS TO TENDERER

1. Sealed Tender for the above noted work is hereby invited from Contractors experienced in similar civil works like mentioned in PQC.
2. Scope of work for, **“Construction Of Roads, Drains, Culvert and 4 Nos. of 2.5 Lakh Litres Capacity of Underground RCC Water Tank for 100 MWp Solar PV Plant for GSECL, Raghnesda Phase-I”** at location as specified under Sl. No. 3 “Project scope, detail and location” as per Tender/approved construction drawing, works as per instruction of Engineer in charge, terms and condition of contract. However Depending on site conditions minor modification in works may be necessary.

3. Project Scope, detail and Location:

Site Detail	Project detail	Location	Scope of Work
Project Site	100MWp (AC) SPV Power plant for GSECL	RAGHANESDA PHASE-I	100MWp (AC)

4. **Tenders should be addressed to: Mr.B.M.Hiremani., AGM (Bharat Heavy Electricals Limited- Solar Business Division, Professor C.N.Rao Circle Opposite Indian Institute of Science Malleshswaram, Bangalore– 560 012.**
Tenders should be submitted on <https://eprocurebhel.co.in>. In two part bid. Part-1 “Technical cum Commercial Bid” and Part-2 Price Bid. DD for Tender document Cost (if applicable) & EMD duly submitted along with the tender documents (Original DD/BG for EMD to be sent to address of Dealing Officer, BHEL-SBD Bangalore detail as per NIT-page 1 sl. no. 14).
5. The local address of the Contractors, the name of the person to whom all the Correspondence are to be addressed should be indicated, with telephone number (both office and residence).
6. 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.
7. Tenderers shall fill in all the required particular 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 attached there to before submitting tender.
8. Unit rate/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 each item and for the items 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, Sales Tax, tax on work contract etc., (as applicable) and also expenses towards PF and ESI contributions (see clauses 8, 40 and Enclosure ‘C’) but excluding GST.

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9. 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.
10. The rate to be quoted by the tenderer shall be firm and shall cover and include all statutory levies such as "BOCW, Octroi, sales tax, excise duty etc., 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.
11. (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.**
12. The rates quoted should be inclusive of all taxes 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 including all taxes but excluding GST which shall be shown separately in price bid.**
13. Quantities shown in the schedule are only approximate and are liable to variation without entitling the Contractors to any compensation.
14. Before tendering, the tenderer are 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 and labour. 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.
15. 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 shall be measured and price at the corresponding rates to be quoted by the Contractor in the bill of quantities attached hereto.
16. 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

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- 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.
17. 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.
 18. If in any case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.
 19. Every 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 Clause-16 of 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.
 20. **The Earnest money deposit may be furnished**
 - a) **Demand Draft in favor of BHEL SBD, Bangalore – 560012.**
 - b) **The Earnest money deposit may be furnished through online (Bank Detail NIT page-11)**
 - c) **Bank guarantee as per Sl. No. 4 (b), page No. 1.**

Guidelines for payment of EMD Fee

Bank Detail (For EMD submission as applicable): Bharat Heavy Electricals Limited Solar Business Division Prof. CNR Rao Circle Malleswaram Bengaluru-560012		
1	Name of the Beneficiary:	Bharat Heavy Electricals Limited Ceramic Business Unit Prof. CNR Rao Circle Malleswaram Bengaluru-560012
2	Name of the Bank & Branch:	IDBI Bank Limited, Trade Finance
3	Address of the Branch:	Trade Finance IDBI House,58, 1 st Floor, Mission road, Bengaluru-560027
4	Bank Telephone No:	080-2227 9576
5	NEFT IFSC code	IBKL0000377
6	Account Type:	Current
7	Account No.	008103000003605
8	RTGS IFSC code:	IBKL0000377

QR Code for EMD submission



21. 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.
22. EMD may be submitted in Bank guarantee as per Sl. No. 4 (b), page No. 1, in BHEL format in Non-judicial stamp paper amounting Rs.200 (or) applicable rate at bidder's state, whichever is higher. **Bank guarantee from any Co-operative banks are not acceptable in any circumstances.**
23. Unless the bidder whose tender is accepted signs contract agreement (If applicable) within fifteen days (15 days) of the date of the order directing to do so, the amount of Earnest Money already deposited by bidder will be forfeited and acceptance of the tender withdrawn as per discretion of BHEL.



24. If after opening of tenders 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 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.
25. 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.
26. 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.
27. Tenderer shall submit Solvency Certificate for the value specified from a Bank of standing regarding the tenderer's financial position (as applicable).
28. The tenderers should enclose relevant documents regarding constitution of firm i.e. Individual / Sole Proprietorship Concern / Partnership Firm / Public Limited Company / Private Limited.
29. 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.
30. The Contractors responsibility under this contract shall commence from date of receipt of the order or acceptance of tender.
31. 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.
32. 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.