

TENDER

(Tender No. - TA/TAD/22-23/C&TA)

FOR

Appointment of Consultant and Transaction Advisor (TA) for undertaking Techno-Economic Feasibility study and Consultancy for development of Land Parcel(s) and Bid process management for Land Development at BHEL Bhopal.



**TOWN ADMINISTRATION DIVISION
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
BHOPAL – 462022 (M.P.)**

Signature of Bidder

Signature of BHEL

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Disclaimer

This includes statements, which reflect various assumptions and assessments arrived at by BHEL in relation to the Consultancy and Transaction Advisory Services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This TENDER may not be appropriate for all persons, and it is not possible for BHEL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender and obtain independent advice from appropriate sources. Information provided in this TENDER to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

BHEL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. BHEL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in this Selection Process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this Tender.

BHEL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this TENDER. The issue of this TENDER does not imply that BHEL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy.

BHEL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BHEL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and BHEL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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BID DETAILS IN BRIEF

S.No.	Description	Details
1.	TENDER Notification No. and Date	Ref. No. TA/TAD/22-23/C&TA Date 25/11/2022
	Name of the Department	TOWN ADMINISTRATION DIVISION, BHEL BHOPAL, Hostel No 4, Sampada Bhavan BHEL, Piplani, Bhopal-462022
2.	Brief Description of work:	Appointment of Consultant and Transaction Advisor (TA) for undertaking Techno-Economic Feasibility study and Consultancy for development of Land Parcel(s) and Bid process management for Land Development at BHEL Bhopal.
3.	Address for submission of Bid	TOWN ADMINISTRATION DIVISION, BHEL BHOPAL, Hostel No 4, Sampada Bhavan BHEL, Piplani, Bhopal-462022
4.	Date of issue of TENDER	25/11/2022
5.	Date of Pre-bid Conference	19/12/2022 at 14: 00 Hrs.
6.	Due date and time for Submission of bids	29/12/2022 upto 14.00 Hrs
7.	Due date and time of opening of Techno-commercial bid	29/12/2022 at 15:00 Hrs
8.	No. of envelopes to be Submitted	Envelopes:- 1. Master Envelope (Envelope 1) 2. Techno-Commercial Bid Envelope 3. Price Bid Part-A Envelope 4. Price Bid Part-B Envelope Techno-commercial bid and Price bids must be sealed in individual envelop and all three envelopes are to be enclosed in a Master Envelope (Envelope 1) Tender No. must be mentioned on each envelope.
9.	Tender Cost	Amount Rs. 1000/- including 12% GST (Non-Refundable)
NOTE:- BHEL invites Sealed Limited Tenders only from the DIPAM, NICSI empaneled Transaction Advisors for land development.		

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**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
(TOWN ADMINISTRATION DIVISION)**

NOTICE INVITING TENDER

SUBJECT: “Appointment of Consultant and Transaction Advisor (TA) for undertaking Techno-Economic Feasibility study and Consultancy for development of Land Parcel(s) and Bid process management for Land Development at BHEL Bhopal.”

1. Background :

BHEL manufactures a wide range of products, systems & services for the core sectors of the economy viz. power, transmission, transportation, renewables, water, defence & aerospace, oil & gas, and industry. With experience of over five decades, scale and depth of its operations, a strong manufacturing base, competent manpower, innovation ecosystem, diverse product mix and focus on sustainable business solutions makes BHEL a perfect partner for business collaboration for setting up Industrial parks / Innovation Hub / Technology Development Centers for global scale manufacturing in the fields of heavy engineering and related areas to realise the “**Vision of a Atmanirbhar Bharat**”.

2. Objective of Tender:

Capital city of Madhya Pradesh, Bhopal is strategically located at the center of India and well connected with air, rail and road transport. BHEL Bhopal is developed at the new center of Bhopal city easily accessible to railway station and interstate bus terminal.

BHEL Bhopal is in possession of approx. 4500 acres of land in Bhopal, which includes factory and township (residential quarters, schools, hospitals, dispensaries, guest houses, post offices, banks, markets, religious places, sports complex, Water treatment plant, Sewage treatment plants etc.).

BHEL envisages development of approx. 230 acres of vacant land available with BHEL Bhopal for the purpose of setting up Industrial parks / Innovation Hub / Technology Development Centers or other industries for global scale manufacturing in the fields of heavy engineering and allied areas to realise the “Vision of a Atmanirbhar Bharat”. For this purpose, BHEL invites sealed tenders for appointment of Consultant and Transaction Advisor (TA) for undertaking Techno-Economic Feasibility study and Consultancy for development of Land Parcel(s) and Bid process management for optimum development of available land.

Towards this purpose, BHEL invites Sealed Limited Tenders from the DIPAM, NICSI empaneled Transaction Advisors.

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3. Schedule of Tender :

The Schedule of Tendering Activities is as under:

Schedule of Tender	Date & Time	Remarks
Issue of Tender Document	25/11/2022	
Date of Pre-bid Conference	19/12/2022	
Submission of Tender (PART- I & II)	On or before 29/12/2022 at 14: 00 Hrs.	Bid to be dropped in 'Tender Box' placed at Sampada Bhawan, Hostel No.-4, Piplani, BHEL Bhopal M.P 462022
Opening of Techno-commercial Bid (PART-I)	On or after 29/12/2022 at 15:00 Hrs.	Place of opening of Techno Commercial Bids Sampada Bhawan, Hostel No.-4, Piplani, BHEL Bhopal M.P 462022
Opening of Part-II : Price-Bids for Part-A & Part-B with Techno-commercially accepted bidders	Shall be informed later to all the qualified bidders	Place of opening of Price Bids: Sampada Bhawan, Hostel No.-4, Piplani, BHEL Bhopal M.P 462022

Detailed tender documents can be obtained from the office of Town Administration Division, Sampada Bhawan, BHEL Bhopal or bidders may download the tender documents from the website of BHEL at <http://www.bhel.com> and use the documents for submission of tender.

At any time prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Tenderer, modify the condition in Tender documents by an amendment. All the prospective Tenderers who have received the tender document will be notified of the amendment only through website, <http://www.bhel.com> and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extend the date and time for submission of tenders. BHEL reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document, if it is felt necessary.

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All updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications / conditions will be hosted on web-site only and not in the newspapers. Bidders should regularly visit web-sites to keep themselves updated with all such information. Any ignorance on the part of the firms in not seeing the website will not be an excuse. BHEL shall not be responsible if any Bidder omits to notice any amendments / Errata / corrigendum / clarification. Amendments /Errata / corrigendum / clarification will form part and parcel of tender document and Tender Inviting Authority will not issue separate communication to them.

Your best offer for the above requirement, in line with our terms and conditions should either be delivered in-person or sent by Courier / Registered Post / Speed Post to the official inviting tender. **The Bids shall be dropped in ‘Tender Box’ placed at Hostel No 4, Sampada Bhawan BHEL, Piplani, Bhopal- 462022 latest by due date i.e. by 14:00 Hrs. on 29/12/2022.**

It shall be the responsibility of the bidder to ensure that the offer is complete in all respects and delivered on or **before the due date & time.**

Eligible and willing agencies are advised to visit BHEL Bhopal sites to get an onsite assessment of the work on any working day between 10.00 AM to 04.00 PM after taking permission from BHEL or his authorized representative. BHEL will not reimburse any costs or expenses incurred by the tenderer in connection with the preparation or delivery of this tender including costs and expenses related to visit the site.

BHEL will not take any responsibility for delay / loss of documents or correspondence sent by in-person / courier / post.

BHEL reserves the right to accept or reject any of the bid / all the bids or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action by BHEL.

4. TENDER COST: - Rs. 1000 /- including GST @12%

The Tender Cost shall be accepted only in e-Mode (NEFT/RTGS/Net-banking/POS/SB COLLECT etc.)

The online receipt or proof of deposition of tender cost shall be enclosed along with the techno-commercial bid. In case, tender is not accompanied with the tender cost as detailed above, tender shall be treated as invalid.

For NEFT/RTGS payment, refer bank details as per Annexure "X". (Tender Cost is mandatory & non-returnable).

Note:- For SB Collect/Net banking payment, follow the link :

<https://bpl.bhel.com/qcins/jccs.htm>

5. SUBMISSION OF BIDS

Tenders should be filled in English only. All the pages of tender document duly filled-in including all Annexures /supporting documents should be signed and stamped by the

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authorized signatory of the bidder as acceptance of all the terms and conditions of tender. Bidders not complying with the above shall invite disqualification.

Bids should be submitted in ordered / indexed / numbered form. Additional documents, if found any, shall not be considered for evaluation purpose.

Offers should be kept in **Three separate sealed envelopes which would be enclosed in one Master envelope**. The envelopes should contain information as per following:

First envelope	PART-I : Techno-commercial Bid (along with annexures, exhibits & Blank Price Bid Copy (un-priced) duly signed & stamped
	PART-II : Price-Bids
	Price Bids should be quoted in Prescribed Format in two parts in separate envelopes as under:
Second envelope	1. PART-A :- Stage – I of the Project – Lump Sum charges
Third envelope	2. PART-B :- Stage – II, III & IV of the Project - Lump Sum charges
Master envelope	Both First, Second & Third sealed envelopes are to be enclosed in the Master Envelope.

First, Second & Third envelopes should be marked as PART-I (Techno-commercial Bid), PART-A Price Bid & PART-B Price Bid respectively indicating Tender Enquiry No., bid subject, bid submission & opening date, name of the bidder. In Both **Price Bids, rates shall be quoted both in words and figures.**

All the three envelopes containing Techno Commercial Bid, Part-A Price Bid & Part-B Price Bid shall be kept in one sealed Master envelope and this envelope should be superscripted with **“Appointment of Consultant and Transaction Advisor (TA) for undertaking Techno-Economic Feasibility study and Consultancy for development of Land Parcel(s) and Bid process management for Land Development at BHEL Bhopal.”** along with NIT No., Bid Opening date & time, Address/Venue of Bid Submission and Bidder’s Name & Address.

The Bids shall be dropped in ‘**Tender Box**’ placed at **Hostel No 4, Sampada Bhawan BHEL, Piplani, Bhopal-462022** latest by due date i.e. by 14:00 Hrs on 29/12/2022.

PRE-BID MEETING- A pre-bid meeting shall be held on 19/12/2022 at 14:00 Hrs at **Town Administration Division, Sampada Bhawan, BHEL Bhopal.** All the bidders are requested to attend the pre-bid meeting so that issues if any, related to the NIT are clarified during the meeting.

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The official address for correspondence: -

**MANAGER(TAD),
Town Administration Division,
Sampada Bhawan, BHEL Bhopal-462021
Ph:- 0755 2505757**

Please ensure the timely submission of your offer. Tenders / offers received after the specified time of their 'Submission' are treated as Late tenders and shall not be considered under any circumstances.

Tender incomplete in any way will be rejected out rightly. Similarly, conditional Tenders will also be rejected out rightly.

6. OPENING OF BIDS

All the Tenderers are entitled to be present at the date and time for opening of Technical Commercial Bid as per the key schedule of the tender submitted by them. Authorized representative of each of the Tenderer would be permitted to be present at the time of opening of the techno-commercial bids. The authorized representative of bidders present at the time of opening of the techno-commercial bids shall be required to sign an attendance register as a proof of having attended the techno-commercial bid opening.

A. PART- I TECHNO- COMMERCIAL BID:

PART- I Techno- Commercial Bid shall be opened on the same day of bid submission i.e. on **29/12/2022 at 15:00 Hrs.** in the presence of authorized representatives of the bidders, who may like to be present. The Techno Commercial Bid (PART-I) shall be opened at **Hostel No 4, Sampada Bhawan BHEL, Piplani, Bhopal-462022**

BHEL reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by BHEL. After Techno-Commercial bid opening, any clarification required by the BHEL must be submitted within **seven days**. After this period, no application would be entertained.

Price Bids shall be opened after opening of the Techno-commercial bids.

B. PART-II: PRICE BIDS are to be submitted in two parts i.e. Part-A & Part-B

PRICE BID for **PART – A** will be opened after assessment of the technical cum commercial bids, in presence of willing tenderers, subsequently. Price Bid for Part-A shall be opened & intimation for price bid opening shall be sent. Price-Bid for PART-A shall be opened in the presence of authorized representatives of the bidders, who may like to be present.

PRICE BID for **PART – B** will be opened after opening of Part-A price bid, in presence of willing tenderers, subsequently. Price Bid for Part-B shall be opened & intimation for price

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bid opening shall be sent. Price-Bid for PART-B shall be opened in the presence of authorized representatives of the bidders, who may like to be present.

Price Bid has to be submitted in sealed cover only. There should not be any alteration or condition in the tender. If the same is found, then tender is liable to be cancelled. The Tenderer should quote firm price in their offer without which their offer is likely to be ignored. Tenderer will not furnish any ambiguous or vague information in the tender. In tendering, if there is unworkable rates/change in rates or withdrawal of offer within the initial validity period, the EMD may be forfeited.

Sealed Envelopes for price bids should contain only the Price Bid in the prescribed format on letter head of the bidder, duly signed and stamped by the Authorised Signatory of the Bidder. NO OTHER DOCUMENT should be attached / enclosed with the price bid. Part-A & Part-B shall contain **Prices only as per Price bid Format of this tender** and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details and / or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I only as indicated above.

The bidder should submit their best price at this stage itself and they will not be allowed to revise the price unless asked from BHEL. Any unsolicited revision / discount given by bidder subsequently will be ignored unless asked from BHEL.

7. Public Procurement (Preference to Make in India):

Bidder shall provide an undertaking mentioning:

"Services offered by me meets the local content requirement for "Class-I local supplier" with Local content equal to or more than 50%."

8. Banned/ De-listed/ Under Hold Firms:

The offers of the bidders who are banned / De-Listed/ Under Hold by BHEL and also the offers of the bidders, who engage the services of the firms which are banned / De-Listed/ Under Hold by BHEL, shall be rejected. The list of banned firms is available on BHEL website; www.bhel.com

All further notification/amendments, if any, shall only be posted on websites mentioned above.

Attention of the tenderer further is drawn to other clauses such as earnest money & security deposit and regarding delay/extension of time /LD /Termination of contract and other General conditions of the contract.

Manager (TAD)

Hostel No 4, Sampada Bhavan

BHEL, Piplani, Bhopal-462021

Ph: 0755-2505757

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SECTION – I**INSTRUCTIONS TO BIDDERS****1.0 The bid is invited in two parts viz. Part-I: Techno-commercial Bid; Part-II: Price Bid.**

- 1.1 Part-I (Techno-commercial) Bid:** Techno-commercial bid should contain documents in the same order as listed below:
- 1.1.1** Covering letter as per Annexure “A”
 - 1.1.2** Check List & particulars of applicant as per Annexure “B”
 - 1.1.3** Tender Fee in the prescribed form as mentioned in NIT
 - 1.1.4** EMD in the prescribed form as mentioned in NIT
 - 1.1.5** No deviation certificate- Technical & Commercial -ANNEXURE-K
 - 1.1.6** Certificate conforming knowledge about site conditions – ANNEXURE - L
 - 1.1.7** This bid document, each page signed and stamped with all tables/Declaration forms/information sheets (Annexure- A to Annexure- L) duly filled in legible writing to be submitted.
 - 1.1.8** Copy of work orders/ contract agreement and completion certificates in support of past relevant work experience as per bidder Qualifying Criteria mentioned in NIT & Special Conditions of this tender document
 - 1.1.9** Copy of Income Tax Returns, Copy of duly audited balance sheet and Profit & Loss Account of past three years ending **31st March 2021.**
 - 1.1.10** Banker’s certificate to prove bidder’s financial strength to undertake the work duly indicating the financial limits the bidder enjoys.
 - 1.1.11** An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender
 - 1.1.12** Copy of Certificate of Incorporation of firm.
 - 1.1.13** Type of Firm with supporting documents:
 - 1.1.13.1** IN CASE OF AN INDIVIDUAL: His full name, experience, address and nature of business.
 - 1.1.13.2** IN CASE OF PARTNERSHIP FIRMS: The names of all the partners with addresses and their experience. A copy of the partnership deed/ Instrument of Partnership duly certified by a Notary Public shall be enclosed.
 - 1.1.13.3** IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried on by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses Telephone Number, Fax Number, e-mail address of the firm and of the Director and experience of the Directors. The list of present Directors in the Board of the Company duly self-certified
 - 1.1.14** Human Resource totally available with the bidder with organisation structure.
 - 1.1.15** Photocopy of PAN card in which PAN is readable.
 - 1.1.16** Copy of GST Registration Certificate.
 - 1.1.17** Professional Tax Clearance Certificate/Registration Challan, if applicable.
 - 1.1.18** The Photocopies submitted should be attested by the Tenderer.

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- 1.1.19** Self-declaration regarding the firm participating as TA against the instant NIT should not be having any association with the firm(s) participating in the subsequent Project implementation tender.

Note:

- (i) Any deviation written elsewhere in the offer shall be treated as unread and shall not be considered for any purpose.
- (ii) The bidder should not give their price offer in Techno-commercial Bid. The techno-commercial bid containing price offer shall be rejected.

- 1.2 Part-II (Price) Bid:** Price bid should contain only Price Offer to be submitted strictly as per enclosed Price Schedule. The Price Bid not submitted as per Price Schedule (Annexure-2) may not be considered.

- 2.0** Tenders can be submitted personally or by courier/post. Tenders submitted by post shall be sent preferably as “REGISTERED POST ACKNOWLEDGEMENT DUE / SPEED POST” and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening shall not be considered under any circumstances. Telegraphic offers and offers received by telex / fax will not be considered.
- 3.0** Tenders shall be opened by authorized officer of BHEL in the office of **TOWN ADMINISTRATION DIVISION, Hostel No 4, Sampada Bhawan BHEL, Piplani Bhopal** at the time and date specified in the Notice Inviting Tender in the presence of such of those tenderer or their authorized representatives who may like to be present.

Tender offer envelope received in open/worn out condition will not be accepted. Price bids will be opened for those bidders who are found to qualify after scrutiny of techno-commercial bid (Part – I).

Techno-Commercial Bids will be scrutinized by the Tender Committee constituted for evaluation of the tender. BHEL will check all requisite and relevant documents and their authenticity. The Tenderers, whose Techno-Commercial Bids are accepted, will be informed about the date and time of opening of Price Bids.

The tenderer shall closely peruse all the clauses, specifications and scope of services indicated in the Tender Documents before quoting. The offers should be strictly in accordance with the tender specifications & General Instructions to the tenderer. Should the tenderer require any clarification on the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender at least 3 days prior to the date of opening of tender. **No deviation w.r.t. all the terms & conditions of the tender are acceptable.**

- 4.0** If there are varying or conflicting provisions made in any of the documents forming part of the tender, the accepting authority shall be deciding authority with regard to the intension of the document.

The Bidder shall not make alteration in the tender document anywhere. The Tenderer shall ensure that the tendered rates are not mentioned anywhere in any accompaniments to the tender put in the first cover either directly or indirectly.

5.0 Before submission of the bid, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. and furnish the certificate as per enclosed Annexure “L”. No claim will be entertained later on grounds of lack of knowledge.

6.0 Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. **Each and every page of the Tender Specification along with Unpriced price schedule must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE TECHNO-COMMERCIAL OFFER by the tenderer in token of complete acceptance thereof.** The information furnished shall be complete in itself.

7.0 The tenderer shall quote the rates in figures (international numerals to be used) as well as in words (English language to be used). If on check there are found to be differences between the rates given by the consultant in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly, unless in the opinion of the BHEL 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 shall be corrected.
- (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.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder and bidder shall send his acceptance on the above lines and If any bidder does not accept the correction of errors, their bids are liable to be disqualified.

8.0 In case of repetition of some items in different sections, the lowest rate quoted by the Consultant for such item of work in any section / sub-head of schedule of quantities shall be considered as the quoted rate for the item in all the different section/sub-head for payment.

9.0 IN CASE OF TIE ON QUOTED PRICE OF BIDDERS:

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL’s decision in such situation shall be final and binding.

10.0 All entries in the tender shall either be typed or be written in ink. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid. Else bid shall be liable for rejection.

All overwritings/cuttings etc. will be numbered by bid opening officials and announced during bid opening.

11.0 Only Bidder who have previous experience in the work of the nature & description detailed in this tender specification are expected to quote for this work. Offer from Bidder who does not have a proven and established experience in the field is not likely to be considered.

12.0 The tenderer shall give full information in respect of the following: -

- 12.1** Permanent Account Number as allotted by the Income Tax Department.
- 12.2** GSTIN.
- 12.3** Check list and schedule of general particulars, duly filled in, signed and stamped as per Annexure-‘B’.
- 12.4** Financial viability as per proforma enclosed as per Annexure – ‘C’.
- 12.5** A statement giving particulars of the various services rendered / in progress for similar works by the bidder indicating the particulars & value of each work, site location, duration, date of completion as per Annexure –‘D’ & Annexure –‘E’
- 12.6** The human resource/manpower that are totally available with him, & that will be employed by the tenderer for this work in the form of month-wise & category-wise deployment plan duly indicating the no. of employees etc. (Proforma at Annexure – ‘F’ also to be filled).
- 12.7** Experience of the Key personnel as per Annexure –‘G’ & Annexure –‘H’.
- 12.8** Declaration sheet as per proforma at Annexure – ‘I’.
- 12.9** An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender as per proforma at Annexure – ‘J’.

Note: - All the data required to be enclosed with the tender as per the requirements of this section need to be furnished neatly typed, signed and stamped in the given formats only & wherever necessary documentary proof also needs to be enclosed. In the absence of the above information the tender may be considered as incomplete and may lead to rejection.

13.0 The offer shall be kept open for acceptance for a period of **06 (Six) months** from the date of opening of techno-commercial offer. In case Bharat Heavy Electrical Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderer. All expenses for attending such negotiations are to be born by the tenderer.

14.0 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tenderer OR any tender and reserves to itself full rights to reject any or all the tenders without assigning any reason thereof and in such case no bidder shall have any claim arising out of such action by BHEL.

15.0 The bidders are required to quote for the complete scope of work with the lowest possible rate. The Tenderers quoting for part of the work or incomplete in any respect are likely to be rejected.

16.0 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance

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with the tender conditions, specifications, etc., are liable to be rejected.

- 17.0** If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 18.0** BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the consultant concerned.
- 19.0** If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
- 20.0** Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Consultant who resorts to canvassing are liable to be rejected.
- 21.0** Should a tenderer or, in the case of a firm or Company, its Partner(s) / major shareholder(s) /Director(s) have relation(s) employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer. Otherwise, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money /Security Deposit.
- 22.0** BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.
- 23.0** The successful tenderer should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 24.0** Responsibility of authenticity of documents submitted by the tenderer lies totally with them. If at any stage it is found that any document submitted by them is not authentic then BHEL will take any action against the tenderer as deemed fit. The tenderer will be whole responsible for such resulting action.
- 25.0** **The Technical Cum Commercial Bid shall be evaluated as per evaluation criteria mentioned in Section-III.**

Signature of Bidder

Signature of BHEL

ANNEXURE “A”

LETTER OF PROPOSAL
(On Applicant’s letter head)
(Date and Reference)

To

.....
.....
.....

Sub: Appointment of Consultant and Transaction Advisor (TA) for undertaking Techno-Economic Feasibility study and Consultancy for development of Land Parcel(s) and Bid process management for Land Development at BHEL Bhopal.

Dear sir,

With reference to your TENDER No.-..... dated, I/We, having examined all relevant document and understood their contents, hereby submit our proposal for selection as Consultant for the project mentioned in TENDER. The proposal is unconditional and unqualified.

All information provided in the proposal and in the Appendices is true and correct and all documents accompanying such proposal are true copies of their respective originals.

This statement is made for the express purpose of appointment as the Transaction Advisor for the aforesaid Project.

I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise any hereby waive out right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor had any contract terminated for breach on our part.

I/We declare that:

- i. I/We have examined and have no reservations to the TENDER Documents, including any Addendum issued by the Authority;
- ii. I/We do not have any conflict of interest in accordance with the TENDER Document;
- iii. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the authority or any other public sector enterprises or any other Government, Central or State; and
- iv. I/We hereby certify that we have been taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, coercive practice, undesirable practice or restrictive practice.

Signature of Bidder

Signature of BHEL

- v. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the consultant, without incurring any liability to the Applicants in accordance with the TENDER document.
- vi. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which related to a grave offence that outrages the moral sense of the community.
- vii. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any of the Government or convicted by a court of Law for any offence committed by us or by any of our Associates.
- viii. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Association or against our CEO or any of our Directors/Managers/Employees.
- ix. I/We have deposited / forwarded here with the Tender Fee and Earnest Money deposit as mentioned in TENDER. Details of Tender Fee and EMD payment are furnished in the check list.
EMD shall be refunded should our offer not be accepted. Should our offer be accepted, I/We further agree to deposit the required amount of Security Deposit for the work as provided for in the TENDER specification with in the stipulated time as may be indicated by BHEL BHOPAL.
- x. I/We agree and understand that the proposal is subject to the provisions of the TENDER document. In no case, shall I/We have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal or rejected.
- xi. I/We agree to keep this offer valid for **6 (SIX) months** from the Proposal due date specified in the TENDER. A power of attorney in favor of the authorized signatory to sign and submit this proposal and documents is attached herewith. In the event of my/our firm being selected as the Consultant, I/We agree to enter into Agreement with the Authority.
- xii. I/We have studied TENDER and all other documents carefully and also surveyed the Project site. We understand that except to the extend as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the selection Process including the award of Consultancy. The Price Bid is being submitted in Part -II. This Technical Proposal read with PRICE BID shall constitute the Application which shall be binding on us.
- xiii. I/We agree and undertake to abide by all the terms and conditions of TENDER Document. In witness thereof, I/We submit this proposal under and in accordance with the terms of the TENDER Document.

Yours
faithfully, (Signature, name and designation of the Authorized
Signatory) Name and seal of the Applicant / Lead Member)

Signature of Bidder

Signature of BHEL

ANNEXURE – “B”

CHECKLIST & SCHEDULE OF GENERAL PARTICULARS OF APPLICANT**1. CHECKLIST :**

NOTE: - Bidder shall fill in the following details and no column should be left blank.

1	Name & Address of the Bidder	
2	Email Address	
3	Contact Details	PhoneNo. (Office)
		Mobile No
		Fax No
4	Name & designation of the official of the tenderer to whom all the references shall be made	
5	Bidder's proposal No. & date	
6	Whether Tender Fee submitted Please give details.	
7	Whether EMD submitted Please give details.	
8	Validity of offer / rates quoted for six months from the date of opening of techno-commercial bid.	Yes / No
9	PAN No. as per clause No.12.1 (Photocopy enclosed)	Yes / No (PAN NO -----)
10	GSTIN as per clause No.12.2 (photocopy enclosed)	Yes / No (GSTI NO-----)
11	Financial viability as per clause No.12.4 (in the format Annexure “C”)	Yes / No
12	Detail of experience as per clause No. 12.5 (in the format Annexure “D” & Annexure “E”)	Yes / No
13	Details of Key Personnel in Format Annexure ”F”, ”G” & ”H”	Yes / No
13	Declaration sheet as per clause 12.8 (in the format Annexure –“I”)	Yes / No
14	Attested copy of power of attorney as per clause 12.9 (in the format Annexure- J)	Yes / No
15	Details about type of the firm with relevant supporting document	Yes / No
16	Whether signed copy of tender document submitted as per clause 6.0	Yes/No
17	No Deviation certificate (Technical & Commercial) as per Annexure “K”	Yes / No
18	Certificate conforming knowledge about site condition as per Annexure “L”	Yes / No
19	Acceptance for participation in RA (Reverse Auction) if any	Yes / No
20	Sealed & Signed copy of Integrity Pact	Yes / No

(Signature, name and designation of the Authorized Signatory)
For and on behalf of

.....

Signature of Bidder

Signature of BHEL

2. PARTICULARS OF THE APPLICANT

1.1	Title of Consultancy
1.2	Title of Project:
1.3	State whether applying as Sole Firm:
1.4	<p>Name of Company or Firm:</p> <p>Legal Status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered Address:</p> <p>Year of incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of Business:</p> <p>Brief description of the Company including details of its main lines of business:</p> <p>Name, designation and phone numbers of Authorized Signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>Fax No.:</p> <p>E-mail Address:</p>
1.7	<p>i) In case of non-Indian Company, does the company have business presence in India/ Yes/No If so, provide the office address (es) in India.</p> <p>ii) Has the applicant been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>iii) Has the Applicant, /Member ever failed to complete any work awarded to it by any public authority/entry in last five years? Yes/No</p> <p>iv) Has the Applicant, been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>v) Has the Applicant suffered bankruptcy / insolvency in the last five years? Yes/No</p>

Signature of Bidder

Signature of BHEL

	Note; if answer to any of the questions at (ii) to (v) is Yes, the applicant is not eligible for the consultancy assignment.
1.8	Does the Applicant's Firm /Company functions as a applicant or adviser along with the function as a consultant and /or a Manufacturer Yes/No If yes, does the Applicant agree to limit the Applicant's role only to that of a applicant/adviser to the Authority and to disqualify themselves, their associates/affiliates, subsidiaries and / or parent organization subsequently from work on this project in any other capacity.
1.9	Does the Applicant intend to borrow or hire temporarily, personnel from contractors, Manufacturers or suppliers for performance of the Consulting Services? Yes/No
1.10	If yes, does the applicant agree that it will only be acceptable as Applicant, if those contractors, Manufacturers and suppliers disqualify themselves from subsequent execution of work on this project (including tendering relating to any goods or services for any other part of the Project) other than that of the Applicant? Yes/No
1.11	If yes, have any undertaking been obtained (and annexed) from such contractors, Manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this project and they agree to limit their role to that of applicant/adviser for the Authority only? Yes/No

(Signature, name and designation of the Authorized Signatory)
For and on behalf of

.....

Signature of Bidder

Signature of BHEL

ANNEXURE – “C”

FINANCIAL VIABILITY**ANNUAL TURN OVER STATEMENT OF BIDDER**

The Annual Turnover of M/s. _____ for three financial years immediately preceding the original schedule tender opening date as per the Audited Financial Statements are given below and certified that the statement is true and correct.

S. No.	Financial Year	Turnover in ₹ Crs
1.	2020-21	
2.	2019-20	
3.	2018-19	
	Total Turnover in Crs	
	Average Annual Turnover in Crs.	

Note:-

1. The Applicant shall submit annual reports and audited financial statements (Balance sheet, profit and loss account and if available cash/funds flow statement)
2. All the above documents should be duly certified by Statutory auditors.
In case the Applicant does not have a Statutory Auditor, it shall provide the certificate from its chartered Accountant that ordinarily audits the annual accounts of the Applicant.
3. In case the applicant is depicting turnover from *foreign country, the turnover certification needs to be from the Chartered Accountant / Statutory Auditor located in the same country.
* This may be the case when an Applicant is based out of India, or the Applicant is using financial credentials of its parent company based outside India.
The Price Conversion factor for foreign currency shall be state bank TT selling rate as on tender opening date.

Signature of Auditor/Chartered Accountant

Date:

Signature of Bidder

Signature of BHEL

ANNEXURE – “D”**INFORMATION OF SIMILAR JOBS EXECUTED / IN PROGRESS****EXPERIENCE OF APPLICANT**

S.No.	Name of Project	Estimate Capital Cost of Project in Crs	Consultancy Payment received by the Applicant
(1)	(2)	(3)	(4)

The Applicant should provide details of only those projects that have been undertaken by it under its own name.

The Price Conversion factor for foreign currency shall be state bank TT selling rate as on tender opening date.

The names and Chronology of Eligible Projects included here should confirm to the project – wise details submitted in Annexure - E.

Certificate from the Statutory Auditor

This is to certify that the information contained in column 4 above is correct as per the Accounts of the Applicant.

Name of the Authorized Signatory:

Designation:

Name of the Audit Firm:

(Signature of the Authorized Signatory of the Statutory Auditor)

Seal of the Firm

Note: -

In case the Applicant does not have a Statutory Auditor, it shall provide the certificate from its chartered Accountant that ordinarily audits the annual accounts of the Applicant.

Signature of Bidder

Signature of BHEL

ANNEXURE – “E”**DETAIL INFORMATION OF ELIGIBLE PROJECTS:-**

Name of Applicant:	
Name of the Project:	
Description of the Project:	
Description of services performed by the Applicant Firm:	
Name of client and Address:	
Name, telephone No. and Fax No. of client's representative:	
Estimate capital cost of the Project (in Rs.cr.):	
Payment received by the Applicant (in Rs. Lakhs):	
Start Date and Finish date of the services (Months/year):	

Notes:

Use separate sheet for each eligible project. Attach single page summary containing the brief particulars of each project. The Price Conversion factor for foreign currency shall be state bank TT selling rate as on tender opening date.

SIGNATURE OF THE BIDDER WITH SEAL

Signature of Bidder

Signature of BHEL

ANNEXURE – “F”**PARTICULARS OF KEY PERSONNEL**

S. No	Designation of Key Personnel	Name	Educational Qualification	Length of professional Experience	Name of Firm	Employed since	No. of Eligible Assignment
1	Team Leader						
2	Real Estate Delivery Expert						
3	Finance Expert						
4	Contract Expert						
5	Contract Management Expert						

SIGNATURE OF THE BIDDER WITH SEAL

Signature of Bidder

Signature of BHEL

ANNEXURE – “G”**EXPERIENCE OF KEY PERSONNEL**

Name of key personnel:

Designation:

S.No.	Name of Project	Estimate Capital Cost of Project in Crs	Name of the Firm for which Key Personnel Worked	Designation of the Key Personnel on the Project	Start Date & Completion Date of the Project Assignment

@Use separate Form for each Personnel.

SIGNATURE OF THE BIDDER WITH SEAL

Signature of Bidder

Signature of BHEL

ANNEXURE – “H”**ASSIGNMENTS OF KEY PERSONNEL**

Name of Key personnel:	
Designation of Key personnel:	
Name of the Project:	
Description of the Project:	
Description of services performed by the Applicant Firm:	
Name of client and Address:	
Name, telephone No. and Fax No. of client's representative:	
Estimate capital cost of the Project (in Rs.cr.):	
Payment received by the Applicant (in Rs. Lakhs):	
Start Date and Finish date of the services (Months/year):	

Notes:

Use separate sheet for each eligible project. Attach single page summary containing the brief particulars of each project.

The Price Conversion factor for foreign currency shall be state bank TT selling rate as on tender opening date.

SIGNATURE OF THE BIDDER WITH SEAL

 Signature of Bidder

 Signature of BHEL

ANNEXURE – “I”

DECLARATION SHEET
(on 100 Rs Stamp Paper)

To
BHEL

I/We M/s. _____ Represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at _____ and do declare that I/We have carefully read all the conditions, specification and stipulations of TENDER No. _____, in detail for **Request for proposal and terms of reference for Appointment of Real Estate Consultant and Transaction Advisor (TA) for undertaking Techno-Economic Feasibility study, provide Consultancy for development of Land Parcel(s) and Bid process management for Land Development at BHEL Bhopal.** and agree to comply with the requirements, intent of specification and accepts all conditions of the Tender including amendments/corrigendum subsequently issued by the Tender Inviting authority, if any. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.

1. I/We have not made any counter stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
2. I/We do hereby declare that we have not have been blacklisted / suspended or any service related dispute with any Govt. Organization / Semi-Govt. Organizations / PSU/Private institutions/ various Banks in India or outside India.
3. I/We have not made any payment or illegal gratification to any person/ authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the PC Act in connection with the tender.
4. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of BHEL to take further action into the matter.
5. I/We, further certify that I / we am / are the duly authorised representative(s) of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.
6. I/We, hereby declare that I / we shall treat the TENDER documents, drawings, specifications and other records connected with the work as secret / confidential and shall not communicate information / derived there from to any persons other than a person to whom I / We am / are authorised to communicate the same or use the information in any manner prejudicial to the safety of the same.

Witness Signature	Tenderer Signature
Name	Name
Address	Address
Mobile No.	Mobile No.
Email	Email
Date	Date

Signature of Bidder

Signature of BHEL

ANNEXURE – “J”

POWER OF ATTORNEY

Know all men by these presents, we, _____ (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms son /daughter/wife and presently residing atwho is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals for and selection as the Transaction Advisors for (Name of Project) including but not limited to signing and submission of all applicants proposals, and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Authority (i.e. BHEL), representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with Authority in all matters in connection with or relating to or arising out of proposals for the said project and /or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deed and things done by our said Authorized Representative in excise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATORNEY ON THISDAY OF202....

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2

NotarisedAccepted (Signature,
name, designation and address of the Attorney)

Notes:-

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The power of Attorney should be executed on a Non-judicial stamp paper of Rs.100/- and duly notarized by a notary public.

Whenever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of Attorney in favour the person executing this power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed The Hague Legislation Convention 1961 need not get their power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Signature of Bidder

Signature of BHEL

ANNEXURE – “K”

CERTIFICATE OF NO-DEVIATION (TECHNICAL & COMMERCIAL)

I/WE, M/s

HEREBY CERTIFY THAT NOTWITHSTANDING ANY CONTRARY INDICATIONS/ CONDITIONS ELSEWHERE IN OUR TENDER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL’S TENDER SPECIFICATIONS.

I/WE HEREBY CONFIRM THAT WE HAVE NOT CHANGED/ MODIFIED/MATERIALLY ALTERED ANY OF THE TENDER DOCUMENTS AS DOWNLOADED FROM THE WEBSITE/ ISSUED BY BHEL AND IN CASE OF SUCH OBSERVANCE AT ANY STAGE, IT SHALL BE TREATED AS NULL AND VOID.

I/WE AGREE TO ALL OTHER TERMS AND CONDITIONS MENTIONED IN BHEL’S TENDER SPECIFICATION – TECHNICAL & COMMERCIAL WITH ASSOCIATED AMENDMENTS AND CLARIFICATIONS.

SIGNATURE OF THE BIDDER WITH SEAL

Signature of Bidder

Signature of BHEL

ANNEXURE – “L”

**CERTIFICATE CONFIRMING KNOWLEDGE ABOUT
SITE CONDITION**

REF: TENDER No. -

We, M/S _____

Hereby declare and confirm that we are aware of the project site, in BHEL Bhopal referred in TENDER Specification under reference above and acquired full knowledge and information about the site conditions.

We further confirm that the above information is true and correct and we shall not be eligible for any additional payment of any nature on account of lack of knowledge or non-familiarization of site conditions.

SIGNATURE OF THE BIDDER WITH SEAL

Signature of Bidder

Signature of BHEL

SECTION – II**PROJECT INFORMATION & SCOPE OF SERVICES**

Sub:- Appointment of Consultant and Transaction Advisor (TA) for undertaking Techno-Economic Feasibility study and Consultancy for development of Land Parcel(s) and Bid process management for Land Development at BHEL Bhopal.

1. Background :

BHEL manufactures a wide range of products, systems & services for the core sectors of the economy viz. power, transmission, transportation, renewables, water, defense & aerospace, oil & gas, and industry. With experience of over five decades, scale and depth of its operations, a strong manufacturing base, competent manpower, innovation ecosystem, diverse product mix and focus on sustainable business solutions makes BHEL a perfect partner for business collaboration for setting up Industrial parks / Innovation Hub / Technology Development Centres for global scale manufacturing in the fields of heavy engineering and related areas to realise the “Vision of a Atmanirbhar Bharat”

2. Objective of Tender:

Capital city of Madhya Pradesh, Bhopal is strategically located at the center of India and well connected with air, rail and road transport. BHEL Bhopal is developed at the new center of Bhopal city easily accessible to railway station and interstate bus terminal.

BHEL Bhopal is in possession of approx. 4500 acres of land in Bhopal, which includes factory and township (residential quarters, schools, hospitals, dispensaries, guest houses, post offices, banks, markets, religious places, sports complex, Water treatment plant, Sewage treatment plants etc.).

BHEL envisages development of approx. 230 acres of vacant land available with BHEL Bhopal for the purpose of setting up Industrial parks / Innovation Hub / Technology Development Centers or other industries for global scale manufacturing in the fields of heavy engineering and allied areas to realise the “Vision of a Atmanirbhar Bharat”. For this purpose, BHEL invites sealed tenders for appointment of Consultant and Transaction Advisor (TA) for undertaking Techno-Economic Feasibility study and Consultancy for development of Land Parcel(s) and Bid process management for optimum development of available land.

Signature of Bidder

Signature of BHEL

Details of the land available within the BHEL Bhopal Township is as follows: -

Sl No	Land Parcel	Area in acres
Land Parcels in Barkheda N'hood -		
1	Barkheda C - Sector	24.56
2	Berkheda D & E Sector	28.95
Land Parcels in Piplani N'hood -		
3	Piplani B & C Sector	19.15
4	Piplani B Secor	5.42
Land Parcels in Govindpura N'hood -		
5	Govindpura A Sector	32.3
6	Govindpura B Sector near Raisen Road	4.71
7	Govindpura B & C Sector	35.58
8	Govindpura C Sector	33.88
Land Parcels in Habibganj N'hood -		
9	Between Anna nagar & kasturba Hospital	48.75
TOTAL AREA in acres :- Approximately		233.30

Towards this purpose, BHEL invites Sealed Limited Tenders from the DIPAM, NICSI empaneled Transaction Advisors.

Signature of Bidder

Signature of BHEL

3. Scope of work:-

Sl No	Scope of Work	Time	Payment Schedule
<u>Stage- I Feasibility Study of total land</u>			
(a)	<p>Following Analysis are required for Land (233acres) Development for Industrial parks / Innovation Hub / Technology Development Centers or other industries for global scale manufacturing in the fields of heavy engineering and allied areas to realise the “Vision of a Atmanirbhar Bharat”.</p> <ol style="list-style-type: none"> 1. Possible Business Ventures 2. Possibility, Options and Modalities of Land Development 3. SWOT Analysis 4. Land Valuation 5. Legal Framework: Legal status of land for such options/models, preparation of a consolidated list of approvals / consents / clearances required under all applicable laws / guidelines / regulations / rules etc. 6. Possible Benefits to BHEL. 	3 Weeks	Lump sum Payment
For completion of Stage II & III, BHEL shall issue separate permission based on above analysis, keeping tender terms and conditions intact. Time required for decision taken by BHEL shall not be the part of tender validity period.			
<u>Stage- II Development Plan of the land</u>			
a)	Minimum 2 (two) Development Options in the fields of Heavy Engineering and allied areas for each parcel of land:- Industrial parks / Innovation Hub / Technology Development Centers or other industries for global scale manufacturing in the fields of heavy engineering and allied areas leveraging BHEL’s capabilities and provide opportunities like collaboration, partnership and exchange of Business transactions.	6 Weeks	Payment shall be made on pro-rata basis i.e. Payment shall be made on per acre basis.
(i)	Evaluation of the projects w.r.t. strategic objectives of BHEL and advising on the commercial structuring, advisory shall include reference to Applicable Laws and other factors		
(ii)	Identification of options/mixes of development and phasing of each development option.		
(iii)	Identification of industries/ technology development centers/ Innovation Hubs in Bhopal		

Signature of Bidder

Signature of BHEL

(b)	Financial Analysis		
(i)	Financial viability assessment of the project structures under various identified options of development to ascertain the optimal option through undertaking preliminary return on investment, net present value, internal rate of return, risk and sensitivity, etc.		
(ii)	Assessment of present value of the land derived in (i) above for the Project with current market analysis and other comparable transactions and subsequently determining the “reserve price” for the same, wherever required.		
(iii)	Analysis of various identified options of development in terms of identification and quantification of estimated financial impact of the each option(s)/Project(s) on BHEL.		
(iv)	Prepare a report containing detailed information related to property, market and valuation assumptions and valuation methodology.		
(c)	Options' Analysis and Best-Use-Option * *(Consultant is expected to explore multiple options to select the Best-Use-Option(s). BHEL reserves the right to choose the Best-Use- Option(s) for further exploration in stage-III).		
(i)	Presentation of methodology for grading of Best Use Option and approval from BHEL		
(ii)	Prioritization/grading of all options/projects with justification(s), also listing pros and cons pertaining to each option for BHEL.		
(iii)	Benchmarking each option to examples of best practice(s), globally and nationally.		
(iv)	Recommendations on best-use-option , for the land for the Project(s) in the fields of heavy engineering and related areas as mentioned above through systematic options' analysis based on findings of site analysis, market analysis including market survey, financial analysis, and related best practices, nationally and globally. And also submission of brief report on Major potential land development options across key assets		
The party will give presentation and submit the final report to BHEL for their consideration			

<u>Stage- III Project (s) identification and finalisation</u>			
(i)	Finalization of Revenue Model and Project Structure	4 Weeks	Payment shall be made on pro-rata basis i.e. Payment shall be made on per acre basis of the identified & finalized land.
	Finalize the revenue model and project structure based on best-use-option(s) emerging from the Stage II. Financial viability to be elaborated considering comprehensive detailing of the assumption for developing base case, sensitivities, and outputs (projected project financial statements - balance sheet, cash flow, income statement, key ratio analysis); key assumptions will be tested against key outputs such as Internal Rate of Return (IRR), other ratios; financial impact of the Project on BHEL.		
ii)	Risk Analysis:		
	Risk analysis of the project structure along with suitable mitigation strategies. This analysis should include identification of risks, mitigation alternatives for each risk, and selection of the suitable mitigation strategy for each risk. Risks should also be categorized as pre-operational risk(s), operational risk(s), and post-operational risk(s).		
	Terms of Reference: Development of Industrial Park/Area/Estate/Hub Projects in Bhopal and other Project created thereon may be used by the Developer for reference. Assessment of market pricing for various identified options.		
iii)	Legal Framework:		
	Preparation of a consolidated list of approvals/consents/clearances required under all applicable laws/guidelines/regulations/rules etc. and advising on tax-related issues arising out of the Project structuring.		
iv)	Implementation Plan		

	<p>Develop a detailed implementation plan / DPR (detailed project report) for the selected prioritized initiatives, which would inter-alia include</p> <ol style="list-style-type: none"> a. Initiative owner/s (if not already defined) in consultation with BHEL b. Objective of the Initiative c. Underlying assumptions d. Expected impact (both benefits and costs) e. Detailed activities (broken down to sub-initiatives and sequenced according to inter dependencies/ priorities) along with responsibility and timeline f. Resource requirement and Transformation Teams constitution g. Major risks & mitigation plan etc. h. Any other point necessary to be included in DPR (primary purpose of DPR would be to seek approval of Management/Competent Authority w.r.t . options) 		
<p>For completion of Stage IV, BHEL shall issue additional permission based on approval from competent authority, keeping tender terms and conditions intact. Time required for decision taken by BHEL shall not be the part of tender validity period.</p>			
Sl No	Scope of Work	Time	Payment Schedule
<p>Stage- IV Bid documents, Process & Implementation</p>			
(a)	<p>Bid Documents:</p>		
i)	<p>Finalize institutional structures especially any project vehicles to be created for project implementation and operation, regulatory and monitoring mechanisms proposed, etc.;</p>	<p>4 weeks</p>	<p>Payment on pro-rata (per acre) basis for identified & finalized land as per agreement (between party and BHEL)</p>
ii)	<p>Finalize bid related issues that includes bid criteria, bid variables, bid evaluation mechanisms, and bid processes proposed; and</p>		
iii)	<p>Develop and prepare all bid documentation including the Request for Qualification, Request for Proposal, Information Memorandum, contract/agreement, etc., as per requirement.</p>		
<p>Note:- Bid document will be finalized by BHEL. Tender will be floated by BHEL as per BHEL norms. However, the consultant is required to submit bid documents within 4 weeks from permission from BHEL.</p>			

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(b)	Bid Process & Implementation		
i)	Steer the bid process management including marketing efforts, backward consulting, efforts for bringing prospective bidders, pre-qualification conference(s), pre-bid meeting(s), formulation of responses to applicant/bidder queries, applicants/bid evaluations as per criteria in the bid documents, recommend a qualified bidder; and help BHEL in finalizing the successful bidder.	61 Weeks OR Till finalization of the authorization agreement for all the approved projects, whichever is earlier.	Payment on pro-rata (per acre) basis for identified & finalized land as per agreement (between party and BHEL)
ii)	Engaging with the selected bidder till execution of the Authorization Agreement.		
iii)	Consultant shall undertake all other matters not specifically mentioned above but incidental to or may be necessary as part of the proposed Consultancy. Such other services as may be required to complete the bid process for the Project (s)		

Note : In addition to above scope of services, other advice and assistance as may be necessary and incidental to the Services and as may be requested by in respect of the Project, including but not limited to attending meetings, conferences and discussions with BHEL, and shall otherwise advise on and assist BHEL on the diverse commercial issues that may arise from time to time. Consultant shall undertake all other matters not specifically mentioned above but incidental to or may be necessary as part of the proposed Consultancy.

4. Deliverables & Time schedule: -

- a. The Consultant shall undertake/deliver the following deliverables (the “Deliverables”) during the course of this Consultancy. The consulting firm has to ensure that the deliverables cover the entire scope of work in totality to achieve the overall objective of the exercise. Each deliverable shall include (but not limited) an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. Moreover, inception Report giving detailed work plan and assignment for each individual in the Team has to be provided in advance.

Stage I

- Site Survey, valuation, legal framework and Analysis Report

Stage II

- Development Options
- Draft Feasibility Report
- Final Feasibility Report

Stage III

- Draft Project report
- Final Project Report

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Stage- IV

- Draft Bid Documents
- Final Bid Documents
- Tender Evaluation Report
- Contract Execution Agreement

While the deliverables (as above) are identified at a high level, the consulting firm as well as BHEL may recommend additional/revise deliverables as per the best practices followed nationally & globally.

Consultant shall also carry out:

- Presentations to senior BHEL Management to ensure their buy-in. The presentations are expected to be made by the lead partner after each stage.
- The deliverables shall be treated as completed when accepted by BHEL.
- Transfer of Documents: Consulting agency shall transfer all relevant documents/ reports/ presentations/ models/ other files related to the above Scope of Work and Deliverables to BHEL during the exercise and finally after the completion of the exercise.
- During the delivery of reports/presentation/other documents, BHEL may seek back-up/ supporting data/ working files of given analysis in the deliverables; in such cases, the consulting firm is required to arrange for the sought data (indicating sources thereof) and consider the same as a part of the deliverable.

The recommendations provided by the consulting firm shall ensure “**doable**” in the overall context of BHEL.

- b. The time frame mentioned in scope of work for completion of stage I, stage II & Stage-III are maximum permissible limit. However, the total duration of the assignment including Stage-IV i.e. contract execution agreement with BHEL & bidder shall be 18 months.

Bidders shall be required to submit the Price Bids as per prescribed price bid formats for Part-A Price Bid (i.e. Stage-I) and Part-B Price Bid (i.e. Stage-II, III & IV)

SECTION – III**EVALUATION CRITERIA**

Evaluation of detailed proposal and terms of reference for appointment of Consultant and Transaction Advisor (TA) for undertaking Techno-Economic Feasibility study, provide Consultancy for development of Land Parcel(s) and Bid process management for Land Development at BHEL Bhopal.

Parameter	Total Marks	Total Marks	Marks Obtained
A. FIRM EXPERIENCE			
Experience of providing Transaction Advisory / Bid Process management /consultancy services during last seven years in Real Estate projects/infrastructure projects/industries/ technology development centers/ Innovation Hubs	Completed consultancy services for the estimated project of value Rs 250 Crores or more 4 marks for each consultancy services Additional 4 marks will be given for executing similar projects for Govt./PSU Certification from customer w r t above to be submitted	Maximum 20 Marks	
	Total (A) Minimum Marks : 04**	20	
B. Key Personnel* Experience		Total Marks	Marks obtained
Profile of core personnel to be engaged for this assignment as TA, the Team Leader should have experience of managing projects as defined in A above	a. Team Leader: Must have MBA degree or equivalent or B. Tech/B.E. with experience: > 5-10 yrs-10 marks >10 -15yrs- 14 marks > 15 yrs – 18 marks	18	
The supporting documents. For the experience and Declaration to the qualification & experience by individual member to be enclosed at the	b. Real Estate Delivery Expert: Must have MBA degree or equivalent or B. Tech/B.E. with experience: 10-12 yrs – 5 marks	12	

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	>12-15 yrs- 7 marks >15 yrs- 10 marks		
time of submission. <i>Self attested copy Of documentary proof Of educational, professional qualifications Experience/resume of the key personnel of TA should be enclosed as part of Documents in the technical bid.</i>	Additional 2 mark would be given for the above Experience in Madhya Pradesh.		
	c. Finance Expert CA/CMA/MBA/PGD M- Finance or equivalent > 5-7 yrs – 5 marks >7-10 yrs- 9 marks >10 yrs- 12 marks	12	
	d. Contract Expert: Must be graduate in Law with experience: >7-10 yrs – 5 marks >10 yrs – 9 marks	9	
	e.Contract Management Expert: An MBA/PGDM with Contract Management experience. > 3 to 5 yrs. – 5 marks > 5 yrs – 9 marks	9	
	Total (B) Minimum Marks (a=10, b=5, c=5, d=5 e=5)**	60	
C. Presentation on Methodology	Approach and Methodology which should include detail on Past Similar Real Estate Projects and Implementation, innovative possible Project Structure, Understanding of TOR.	20 (maximum) Marks	The Presentation must be done to BHEL by Team Leader in presence of proposed team *Marks allotted by BHEL will be final
	Grand Total (A+B+C)	100	

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*Team members / key personnel should be identified in person before bidding with expertise as mentioned and be available for execution of part A.

**Party not securing minimum marks will be disqualified.

Members as above should be on the rolls of the company/party except Contract Expert, who may be an employee of legal consultant firm.

The total possible marks are 100. Final selection of the organization from the applicants would be made on the basis of on Quality Cost-Based Selection (QCBS) basis instead of lowest financial bid. 60% weightage should be given to quality (based on technical evaluation) and 40% weightage should be given to cost (based on evaluation of price bid).

After techno-commercial evaluation and quality parameters based evaluation, further processing of the qualified bidders shall be as under: -

a) Part-A Price Bid (i.e. Stage-I) :-

Part-A price bids of qualified bidders shall be opened.

All the qualified bidders shall have to accept the **L-1 price *OR* estimated cost**, whichever is lower, for part-A before proceeding for opening of Price bid for Part-B (i.e. Stage- **II, III & IV**).

Bidders who will not accept the L-1 price or estimated cost, whichever is lower, in Part-A shall not be considered further evaluation process for Part-B.

b) Part-B Price Bid (i.e. Stage-**II, III & IV**) :-

Part B price bids shall be opened for those bidders who have accepted L-1 price or estimated cost, whichever is lower.

Reverse auction shall be conducted for Part-B.

After successful conduction of Reverse Auction for Part-B bid, final price(s) obtained from RA/Price bids of bidder(s) shall be considered for cost evaluation purpose and for calculating the combined score as per the methodology described in Evaluation criteria.

Example of overall Evaluation methodology shall be as given below:

The bidder with highest marks (H-1 marks) in technical evaluation shall be given maximum total quality score of 100 and other bids shall be computed as:

Total quality score = (100 * bidder's quality marks) / (H-1 marks)

The price bids for Stage- II, III & IV i.e. Part-B will be opened and maximum score (100) shall be given to the lowest bidder (L-1). The cost score of other bids shall be computed as:

Cost score = (100 * L-1) / bidder's price

A combined score shall be arrived at based on weighted total quality score and the cost score as:

Combined score = (total quality score * quality weightage) + (cost score * cost weightage)

For example, if the weightage assigned to quality and cost is 60:40 and the score obtained against quality and cost parameters is 80 and 75 respectively, then the combined score will be $80*0.6+75*0.4= 48+ 30 = 78$

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BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**Price Bid Format (PART – A)**

To

BHEL, Piplani, Bhopal

Sub: Appointment of Consultant and Transaction Advisor (TA) for undertaking Techno-Economic Feasibility study and Consultancy for development of Land Parcel(s) and Bid process management for Land Development at BHEL Bhopal.

With reference above for engagement of Consultant and Transaction Advisor for land development at BHEL Bhopal, we offer to undertake the work for implementation of **Stage-I** of the project during the entire period of contract

Sl no	Stages	Amount	Amount to be quoted (in Rs.)
1	Stage-I, Feasibility Study of total land	Lumpsum	₹.....

(GST Extra as applicable)

The above price has been offered considering all the terms and conditions as above. Yours faithfully,

Signature of the applicant with stamp:

Name in full:

Designation:

Date:

Signature of Bidder

Signature of BHEL

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**Price Bid Format (PART B)**

To
BHEL, Piplani, Bhopal

Sub: Appointment of Consultant and Transaction Advisor (TA) for undertaking Techno-Economic Feasibility study and Consultancy for development of Land Parcel(s) and Bid process management for Land Development at BHEL Bhopal.

With reference above for engagement of Consultant and Transaction Advisor for land development at BHEL Bhopal, we offer to undertake the work for implementation of **Stage-II, III & IV** of the project during the entire period of contract

Sl no	Stages	Stage wise % weightage	Quoted Amount (in Rs.)
1	Stage-II, Development Plan of the land and Submission of Reports with Presentations	25	₹.....
2	Stage-III, Project (s) Identification & Finalization	25	
3	Stage-IV, Bid Documents, Bid Process and Implementation	50	

Note:- Payment shall be made on pro-rata i.e. payment shall be made on per acre basis stage wise individually.

*** Stage wise % weightage shall be finalized on the basis of budgetary offers**

(GST Extra as applicable)

Note:- *Only Part – B Quoted amount made by party shall be considered for cost evaluation purpose.

The above price has been offered considering all the terms and conditions as above. Yours

faithfully,

Signature of the applicant with stamp:

Name in full:

Designation:

Date:

Signature of Bidder

Signature of BHEL

SECTION – IV**EARNEST MONEY DEPOSIT & SECURITY DEPOSIT**

1. EARNEST MONEY DEPOSIT : NIL

2. ONLINE E-PAYMENT FACILITY :

“Online e-payment” facility through SB-collect is available on intranet as well as internet. This is for deposition of Tender Cost, Security deposit and Earnest money deposit by the participating tenderers.

Following is the link:-

<https://bpl.bhel.com/qcins/jccs.htm>

3. SECURITY DEPOSIT:

- i) Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit, after adjusting the amount of Earnest Money duly deposited with the Tender, within the time specified in the letter of intent for satisfactory completion of work.
- ii) The total amount of Security Deposit will be 10% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- iii) The security deposit, calculated as above shall be deposited within 15 days from the date of issue of letter of intent but before the start of work in any one of the following forms.
 - E-Mode (NEFT/RTGS/Net-banking/POS/SB COLLECT etc.) For NEFT/RTGS payment, refer bank details as per Annexure "X".
 - Securities available from Post offices such as National Savings Certificates, KisanVikasPatras etc. (Certificates should be held in the name of Consultant furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL and discharged on the back).
 - Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the companies Act. The bank Guarantee format should be in the prescribed proforma as per ANNEXURE "b". **The Bank Guarantee should be from any one of our consortium bank as per list enclosed at Annexure "c".**
 - Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the consultant, A/C BHEL, duly discharged on the back.
 - Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the security Deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills if contract value exceeds Rs 20.00 lakhs.

In case of small value contracts not exceeding Rs 20.00 lakhs, work can be started before the required security deposit is collected. However, payment can be released after collection/recovery of security deposit as per prevailing rule/practice.

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- iv) Validity of the Bank Guarantee furnished towards Security Deposit shall be valid up to the period of completion of work as stipulated in the Letter of Intent plus 06 (Six) months claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Warrantee/Defect Liability period.
- v) If the value of the work done at any time exceeds the accepted Contract value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Consultant otherwise it shall be recovered from payments due to him. Failure to deposit the Security Deposit within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Consultant's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.
- vi) In case a Fixed Deposit Receipt of any bank is furnished by the Consultant to BHEL as part of the Security deposit and the bank goes into liquidation or for any other reason is unable to make payment against the said Fixed Deposit Receipt, the loss caused thereby shall be borne by the Consultant and the Consultant shall forthwith or on demand furnish additional security to BHEL to make good the deficit.
- vii) The Security Deposit will bear no interest and will be returned only after 6 months from the date of successful completion of the contract. No claim will be entertained against BHEL either in respect of interest or depreciation in value.
- viii) If after the deposition of EMD the successful Tenderer fails to deposit the required security deposit within the specified time or withdraw his bid, after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him shall stand forfeited by the Tender Inviting Authority and he will also be liable for all such damages sustained by the Tender Inviting apart from being blacklisted /debarred.
- ix) If after deposition of SD, the successful Tenderer fails to execute the agreement, his contract will be cancelled and the SD deposited by him shall stand forfeited by the Tender Inviting Authority and he will also be liable for all such damages sustained by the Tender Inviting apart from being blacklisted /debarred.
- x) In case the contract is not executed to the entire satisfaction of BHEL, the Security Deposit will be forfeited. In case any claims or any other contract obligations of the same bidder are outstanding, the bidder shall be required to extend the Security Deposit till such time the bidder settles all the claims and completes such contractual obligations.
- xi) On due performance and completion of the contract in all respects, the security deposit will be returned to the vendor, without any interest, on presentation of absolute "No Demand Certificate" and upon return in good condition any samples or any other property belonging to the BHEL, which may have been issued to the bidder.
- xii) If the Security Deposit in the form of Bank Guarantee is to be submitted by the bidder, the same should be sent to BHEL by issuing bank through registered post with acknowledgement due card.

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4. RETURN OF SECURITY DEPOSIT:

If the consultant fully performs and completes the works in all respects to the entire satisfaction of BHEL for Part-A i.e. Stage-I and Part-B i.e. Stage- II, III & IV, full security deposit shall be returned after the completion of Stage-IV i.e. finalization of the authorization agreement for all the identified projects with BHEL and bidder.

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SECTION – V**GENERAL CONDITIONS OF CONTRACT****1.0 CANCELLATION OF TENDER:**

Notwithstanding anything specified in this tender document, BHEL in its sole discretion, unconditionally and without assigning any reason, reserves the rights:

- To accept OR reject lowest tender or any other tender or all the tenders.
- To accept any tender in full or in part.
- To reject the tender not confirming to the tender terms.
- Conditional Tenders and Unsigned Tenders will also be rejected

2.0 ACCEPTANCE OF TENDER:

The acceptance of the tenders will be communicated to the successful Tenderer in writing. The rate of the successful Tenderer would be valid for the entire contract period and no escalation on the same will be allowed.

3.0 DEFINITIONS:-

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

- 1.1 ‘Company/Corporation/Authority’** shall mean “**BHEL**” which stands for Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorised Officers or its Executives or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- 1.2 ‘CONSULTANT / TRANSACTION ADVISOR(TA)’** shall mean the individual, firm or Company who enters into contract with BHEL for providing the services as per this Tender and shall include their legal representative, administrators, successors and permitted assigns.
- 1.3 ‘CONTRACT’ or ‘CONTRACT DOCUMENT’** shall mean and include the Notice inviting tender, the agreement, the work order, the accepted appendices of rates, schedules of quantities, if any, General Terms & Conditions of the Contract, Special Conditions of the contract, Instructions to Tenderers, drawings, technical specifications, Scope of services, evaluation criteria, special specifications, if any, & the Letter of Intent / acceptance letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the Work Order.
- 1.4 ‘TENDER DOCUMENTS’** shall mean the NIT, Instructions to Tenderers, General Conditions of Contract, Special Conditions, Price Schedule and Technical Specifications, Scope of services, Evaluation Criteria and drawing if any.
- 1.5 ‘LETTER OF INTENT’** shall mean the intimation by a letter / telegram / fax to the tenderer that the tender has been accepted in accordance with provision contained

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in that letter. The responsibility of the consultant commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

- 1.6** ‘**COMPLETION TIME**’ shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work / services stipulated in the work order to the satisfaction of the BHEL being of required standard and conforming to the specifications of the contract.
- 1.7** ‘**APPROVED, DIRECTED or INSTRUCTED**’ shall mean approved, directed or instructed by BHEL.
- 1.8** ‘**WORK**’ or ‘**CONTRACT WORK**’ shall mean and include the work/srvices to be done by the consultant/transaction advisor as specified in the Tender documents.
- 1.9** “**Expected Risks**” are risks due to riots (otherwise than among consultant’s employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection military or usurped power, any acts of Government, damage from aircraft, acts of god, such as earthquake lightening and unprecedented floods and other causes over which the consultant has no control and accepted as such by the Accepting authority or causes solely due to occupation by the company/corporation of the part of works in respect of which a certification has been issued or a cause solely due to company’s/corporation faulty design of works.
- 1.10** The “**Site**” shall mean the lands and/or other places on, under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the company/corporation or used for the purposes of the contract.
- 1.11** A “**Week**” shall mean seven days without regard to the number of hours worked in any day in that week.
- 1.12** The “**Works**” shall mean the works/services to be executed in accordance with the contract or part(s) there of as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.
- 4.0 Law Governing the Contract and Court of Jurisdiction.** The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.
- 5.0 Secrecy of Tender Documents** The tenderer shall give an undertaking under the official secret Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him. The tenderer shall hold confidential technical data and information supplied by the BHEL or on behalf of the BHEL and shall not reproduce any such technical data or information or divulge the same to any third party without the prior written consent of the BHEL. The unsuccessful tenderer shall return all the drawings / documents given to them.
- 6.0 Sufficiency of Tender** The Consultant shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in

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the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

**7.0 Discrepancies
And Adjustment
Of Errors**

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the consultant.

CLAUSES OF CONTRACT

CLAUSE 1	SIGNING OF AGREEMENT
<p>After issuance of LOI, the Consultant shall have to complete all the required formalities & will be required to sign a contract with BHEL on Non-judicial stamp paper of minimum Rs. 500/- as per Annexure – ‘a’ in time as stipulated in LOI. The cost towards agreement shall be borne by the consultant.</p>	
CLAUSE 2	SUB-LETTING OF CONTRACT
<p>The Tenderer shall not sublet any portion of the contract without the prior written approval of the Accepting authority, except sub-letting legal services to a law firm. In case of subletting is not with due written approval of accepting authority the tenderer shall not be relieved from any obligation, duty or responsibility under the contract.</p>	
CLAUSE 3	COMMENCEMENT & COMPLETION OF SCOPE OF SERVICES SET OUT HEREIN
<p>i. The consultant shall commence the work/services within the time indicated in the Letter of Intent/WO and shall proceed with the same with due expedition without delay. No mobilisation charges of any kind are payable.</p> <p>ii. At the time of mobilisation of work/ services or start of the work/services, the consultant is required to submit the Copies of following documents to site Engineer for verification:</p> <ol style="list-style-type: none"> (a) BG as per contract. (b) Contract Agreement (c) Indemnity Bond (d) Work force/Manpower deployment schedule. (e) Detail work schedule (L-3 network) <p>iii. If the successful tenderer fails to commence the work/ services within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract.</p> <p>iv. The Earnest money and / or Security Deposit will stand forfeited without any further reference to the Consultant without prejudice to any of BHEL’s other rights and remedies in this regard.</p> <p>v. All the works/ services shall be carried out under the direction and to the satisfaction of BHEL. The work/ services executed under the contract, shall be taken over by BHEL when it has been completed in all respects & site is made clear.</p>	
CLAUSE 4	WORK EXECUTION & SCHEDULE
<p>i. The Consultant is responsible for the correct execution of the work in accordance with the scopes/drawings provided to him. The information concerning the existing site as shown or as described are supposed to be correct but the consultant shall verify them for himself and no extra claim, whatsoever shall be entertained on account of any discrepancy or omission in such matters or on account of the description turning out to be different from what was expected.</p> <p>ii. In case the consultant requires any clarifications, conditions, drawings etc., the authority shall be contacted.</p> <p>iii. The consultant will be required to submit detail work schedule before start of work, and he shall submit a Bar chart/PERT Chart/CPM indicating how the consultant proposes to complete the work within the stipulated time as per the contract. This Bar Chart/PERT Chart/CPM should clearly indicate the various activities in the proper sequence of services.</p> <p>iv. The work under the contract will be deemed to be completed in all respect, only upon the approval of work completion certificate by BHEL. The consultant shall obtain no dues from concerned BHEL department.</p> <p>v. On final completion of work the consultant shall submit the construction completion certificate, and obtain approval from BHEL.</p> <p>vi. The entire schedule as approved shall be strictly followed by consultant. If for any reason beyond the control of the consultant the work is held up, then the consultant shall bring it to the notice of BHEL.</p> <p>vii. Any delay in completion of work or non-achievement of periodical targets due to reasons attributable to the consultant, will have to be compensated by the consultant either by</p>	

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	increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL.
viii.	Consultant shall not stop work or abandon the site for what so ever reason or dispute, excepting for force majeure conditions. All problems/dispute shall be separately discussed and settled without affecting the progress of work, stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of contract and dealt with accordingly.
ix.	The consultant shall not claim any compensation due to reduction in the scope of work due to changes in design, which curtail the quantum of work.
CLAUSE 5	DRAWINGS & DOCUMENTS
	The drawings/documents, if any, mentioned in this specification and issued during the execution of project, shall supplement the requirements specified and form part of the same.
CLAUSE 6	INTEREST CHARGES
	No interest shall be payable by BHEL on Earnest Money, Security Deposit/or on any due to the Consultant by BHEL.
CLAUSE 7	PAYMENT OF RUNNING/INTERIM BILLS
i.	Consultants shall present the bill within reasonable time.
ii.	Running bills/final bill shall be supported with copies of respective deliverables mentioned in scope of work
iii.	Payment of running bills shall be made within 90 days from the date of submission of bills (by the consultant) duly verified by Authority.
CLAUSE 8	PAYMENT OF FINAL BILL
i)	It will be sole responsibility of the consultant to submit final bill in time, not exceeding three months from the date of completion of work. The bill submitted after three months from the completion of work shall be treated as late bill.
ii)	The final bill shall be submitted by the consultant in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Authority whichever is earlier. No further claims shall be made by the consultant after submission of the final bill and these shall be deemed to have been waived and extinguished.
CLAUSE 9	RIGHTS OF BHEL
	BHEL reserves to itself the following rights in respect of this Contract without entitling the Consultant to any compensation as below:
CLAUSE 9A	CARRYING OUT PART/FULL WORK AT RISK & COST OF CONSULTANT
	To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and / or by the departmental staff at the risk and cost of Consultant, in the event of Consultant not starting the work in time, poor progress of work, inability to get the work done completion of Contract, poor quality of work, persistent disregard of instructions of BHEL, assignment transfer, non-fulfilment of any contractual obligations etc. and to claim /recover compensation for such losses from the consultant including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken.
CLAUSE 9B	TERMINATION OF CONTRACT
	Tender Inviting Authority will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part on 30 days' notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination.

Signature of Bidder

Signature of BHEL

<p>To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies at consultant's risk & cost in addition to liquidated damages in the event of following after giving a show cause notice with notice period of 15 days:</p> <ol style="list-style-type: none"> i. Consultant's continued poor progress. Withdrawal from or abandonment of the work before completion of the work. ii. Corrupt act of the consultant. iii. Insolvency of the consultant. Persistence disregard of the instructions of BHEL. Assignment, transfer, subletting of the contract work. Non-fulfilment of any contractual obligations or obligations under the law. 	
CLAUSE 9C	RECOVERY/ PENALTY
<ol style="list-style-type: none"> i) To recover any money due from the Consultant from out of any money due to the Consultant under this or any other Contract or from the Security Deposit. ii) To claim penalty or compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and/or to levy liquidated damages for delay in completion of work. iii) To effect recoveries from any amounts due to the consultant under this or any other contract or in any other from the moneys which BHEL is forced to pay to anybody due to consultant's failure to fulfil any of his obligations. 	
CLAUSE 9D	RESTRICT OR INCREASE THE WORK
<ol style="list-style-type: none"> i) To restrict or increase the quantum of work to suit work requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate. The rates quoted shall not be subjected to revision by the consultant in such case. However, the Consultant shall not proceed with any increase in work under this clause until and unless a formal order detailing adjustments has been executed by authorised representatives of both the parties ii) While every endeavour will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The consultant will not be entitled to any compensation/ extra payment/overrun on this account. iii) In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Consultant. 	
CLAUSE 9E	CANCELLATION OF CONTRACT
<p>BHEL reserves the right to cancel/short-close the awarded contract at any stage, without assigning any reason whatsoever and in such case the consultant shall not have any claim arising out of such action by BHEL. Payment shall be made on actual execution of work upto the stage completed.</p>	
CLAUSE 10	SUSPENSION OF WORK & FORE CLOSURE OF CONTRACT

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Signature of BHEL

i.	BHEL reserves the right to suspend and restart execution of the contract without invalidating the provisions of the contract. Orders for suspension or restart of the contract will be issued by BHEL to the consultant in writing. If the suspension is on account for reasons other than default of consultant then the consultant shall be entitled to an extension of time equal to the period of every such suspension plus 25%. No price variation or any additional claim/compensation on this account shall be admitted. If the suspension is on account of default on the part of the consultant no time extension or compensation shall be permitted.
ii.	If at any time after acceptance of tender BHEL decides to abandon or reduce the scope of work for any reason whatsoever the Authority shall give notice in writing to that effect to the consultant & the consultant shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of foreclosure of the whole or part of the works. In the event of such foreclosure after acceptance of tender the consultant shall be paid at contract rates full amount of works executed.
CLAUSE 11	EXTENSION FOR DELAY
<p>If the works be delayed due to</p> <p>a) Force majeure or</p> <p>b) Any other cause which, in the absolute discretion of BHEL is beyond the consultant's control then upon the happening of any such event cause delay, the consultant shall immediately give notice thereof in writing but shall nevertheless use constantly his best</p>	endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of BHEL to proceed with the work.
	<p>Requests for extension of time, to be eligible for consideration shall be made by consultant in writing within fifteen days of the happening of the event causing delay. The consultant may also, if practicable, indicate in such a request the period for which extension is desired, the working plan for remaining work.</p> <p>In any such case BHEL or any other officer authorized by BHEL may give a fair and reasonable extension of time for completion of the work. Such extension (Grant/Denial) shall be communicated to the consultant by the BHEL in writing, within 3 (three) month of the date of receipt of such request by the BHEL.</p>
CLAUSE 12	FORCE MAJEURE
a)	<p>Notwithstanding anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control.</p> <p>The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account.</p> <p>Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.</p> <p>b) If the Consultant suffers delay in the execution of the Contract, due to delay caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this</p>

Signature of Bidder

Signature of BHEL

<p>contract shall be extended by a period of time equal to the period of the delay, provided the Consultant immediately reports to BHEL in writing the causes for the delay and has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract. The Consultant shall not be eligible for any compensation on account of any extension in time of completion given to Consultant due to force majeure conditions.</p>	
CLAUSE 13	INSURANCE
<p>a) It shall be the sole responsibility of the consultant to get insured the property, materials, machineries, tools & tackles etc. belonging to him.</p>	
CLAUSE 14	REJECTION OF BID DUE TO UNSATISFACTORY PERFORMANCE IN THE PAST
<p>The bid of the consultant may be rejected due to unsatisfactory performance in the past at any of the BHEL units, any other PSU or Govt. Organization.</p>	
CLAUSE 15	TERMINATION OF CONTRACT ON DEATH OF CONSULTANT
<p>Without prejudice to any of the rights or remedies under this contract, if the consultant dies, the BHEL shall have the option of terminating the contract without compensation to the consultant.</p>	
CLAUSE 16	LIQUIDATED DAMAGES (LD) FOR DELAYS
<p>The time allowed for carrying out the work as per the work order shall be strictly observed by the Consultant and shall be reckoned from the date on which acceptance of offer to commence work is given to the Consultant. The work shall be executed within the stipulated period for Part-A & Part-B, i.e. Stage-I and Stage- II, III & IV respectively.</p> <p>LD shall be levied on the Consultant for an amount equal to 0.5 % (half percent) of the total value of Consultancy Fee for delay of every week or part thereof if the work at any stage as per Part-A i.e. for Stage-I and Part-B i.e. Stage- II, III & IV is not completed within stipulated time as prescribed, provided that the entire amount of LD under the provisions of this clause shall not exceed 10 percent of the total Consultancy fee. GST shall be charged extra as applicable.</p>	
CLAUSE 17	CONSULTANT TO INDEMNIFY GOVT. AGAINST PATENT RIGHTS
<p>In the event of any claim or demand being made or action being brought against BHEL for infringement or alleged infringement of letter, patent in respect of any work or thing used or supplied by the consultant under this contract or in respect of any method of using or working by BHEL of such work or thing, the consultant will indemnify BHEL against such claim or demand and all costs and expenses arising from or incurred by reason of such claim or demand. In case the equipment in such suit or proceedings is held to constitute infringement and the use of the equipment or part is prohibited, the consultant shall at his own expenses either procure for BHEL the right to continue using the equipment, modified it so as it becomes non-infringing or remove the equipment and refund BHEL price plus the transportation and installation cost thereof.</p>	
CLAUSE 18	STRIKES AND LOCKOUTS
<p>a) The consultant will be solely responsible for all disputes and other issues connected with his workmen. In the event of consultants workmen resorting to strike or the consultant resorting to lockout and, if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the work executed through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the consultant.</p> <p>b) For any purpose whatsoever, the employees of the consultant shall not be deemed to be in the employment of BHEL.</p>	
CLAUSE 19	SETTLEMENT OF DISPUTES

Signature of Bidder

Signature of BHEL

- i) Except as otherwise specifically provided in the contract all disputes concerning questions of fact arising under the contract shall be decided by the BHEL subject to a written appeal by the consultant to BHEL, whose decision shall be final to the parties hereto.
- ii) Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.
- iii) If amicable settlement cannot be reached then all disputes arising out of the contract shall be settled as per Laws of India/ Rules of Arbitration of Indian Council of Arbitration.

CLAUSE 20**(A) ARBITRATION**

- i. All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.
- ii. The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
- iii. Work under the contract shall be continued by the contractor during the arbitration proceedings, unless the matter is such that the work cannot possibly be continued until the dispute or differences are settled by the arbitration and save as those which are otherwise expressly provided in the contract.
- iv. The arbitration proceedings shall be held at Bhopal. The jurisdiction of courts for these proceedings shall be at Bhopal.

(B) CONCILIATION

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:-

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

CLAUSE 21**FACILITIES TO BE PROVIDED BY BHEL**

Signature of Bidder

Signature of BHEL

<p>Construction Office & Store: Depending upon the availability and requirement, the space for construction of office and stores shall be provided free of cost to the consultant. Before finally leaving site, all shed etc. have to be dismantled/ removed and the site left shall be clean and tidy. The land allocated shall be vacated and handed over to the owner.</p> <p>Establishment of Site Office – Consultant shall make its own office at site. He will be required to maintain good office at site with necessary infrastructure and staff.</p> <p>Residential Accommodation: Upon award of work the consultant shall apply for allotment of residential accommodation for their personnel who is going to be posted at site for execution of the work. Subject to availability with BHEL & as permitted under rule, the residential accommodation may be made available on chargeable basis including electricity charges, water charges & other Charges etc. The Consultant shall abide by the rules, regulations of quarter allotment, cancellation, and possession/vacation. In case BHEL is unable to provide this facility, the consultant has to make their own arrangement at their own expense.</p>	
CLAUSE 22	EXIT CLAUSE
<p>Both the Parties reserves the right to terminate the contract by giving 30 days' notice in the event of failure in executing the contract to the entire satisfaction of BHEL. In case, the contract is not executed to the entire satisfaction of BHEL, the Security Deposit will be forfeited, if the TA is found to be at default.</p>	
CLAUSE 23	IMMUNITY TO GOVERNMENT OF INDIA
<p>It is understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that BHEL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and General Principles Contract Law. The vendor shall agree, acknowledge and understand that BHEL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, vendor expressly waives, releases and foregoes any and all actions or claims against the Government of India arising out of this contract, not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising out of or under this agreement.</p>	
CLAUSE 24	CORRUPT AND FRAUDULENT PRACTICES
<p>Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official. BHEL will reject the proposal for award if it determines that the firm has engaged in corrupt or fraudulent practices. BHEL Authorised Person, will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the bidding firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.</p>	
CLAUSE 25	FRAUD PREVENTION POLICY:
<p>The bidders along-with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website; www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.</p>	
CLAUSE 26	NOTICES
<p>Any notice given by one Party to other pursuant to this Contract shall be sent to other party in writing by Registered Post at the official addresses mentioned in the contract. A notice shall be effective when served or on the notice's effective date, whichever is later.</p> <p>Registered communication shall be deemed to have been served even if it is returned with the remarks like refused left premises, locked etc. BHEL reserves the right to accept or reject any tender without assigning any reason thereof.</p>	
CLAUSE 27	RIGHT TO ACCEPT OR REJECT

Signature of Bidder

Signature of BHEL

The competent authority reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. Incomplete, conditional or delayed bids will not be considered & summarily rejected.

BHEL is not bound to accept the lowest or any quotation and reserves the right of accepting the whole or any part of the quotation or part of the quantity offered and you must supply the same at the rate quoted.

CLAUSE 28**APPEAL**

Any Tenderer aggrieved by the order passed by the Tender Accepting Authority may represent to the BHEL within 15 days from the date of receipt of order and Chairman, BHEL shall dispose the appeal expeditiously.

No Appeal shall be preferred while the tender is in process and until tender is finalized and Notification of award is issued by the purchaser.

Signature of Bidder

Signature of BHEL

ANNEXURE – ‘a’

CONTRACT

(To be issued in appropriate valid non –judicial stamp paper issued from State of Madhya Pradesh)

THIS AGREEMENT MADE THIS..... DAY OF 20.... Between BHARAT HEAVY ELECTRICALS LIMITED, Bhopal (A Government of India Enterprise) a Company incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called BHEL) of the ONE PART AND

..... (here-in-after called the ‘Consultant’) of the SECOND PART.

WHEREAS M/s state that they have acquired and possess extensive experience in the field of and whereas in response to an Invitation to TENDER No..... dated issued by BHEL for the the Consultant submitted their offer dated..... And whereas BHEL has accepted the offer of the Consultant on terms and conditions specified in the Letter of Intent No..... dated Read with the reference cited therein.

THIS AGREEMENT WITNESSESS AND it is hereby agreed by and between the parties as follows:

That the Consultant shall execute the work of and more particularly described in Tender specification (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, Instructions to Tenderers, General Conditions of Contract, Special Conditions, annexures, Letter of Intent dated and such other instructions, drawings, specifications given to him from time to time by BHEL.

The Consultant is required to furnish to BHEL Security Deposit in the forms of cash/approved securities / Bank Guarantee valid upto for a sum of Rs..... (Rupees) towards satisfactory performance and completion of the Contract.

The Consultant has furnished a Guarantee bearing No..... Dated..... for a sum of Rs..... (Rupees.....) executed by Bank in favour of BHEL towards Security Deposit valid up to.....(The Consultant has furnished to BHEL an initial Security Deposit of Rs.....

in cash /Approved Securities/BG for Rs..... And has agreed for recovery of the balance security deposit by BHEL..... @ 10% of the value of work done from each running bill till the entire security deposit is recovered).

The consultant hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the consultant fails to obtain such extension (s) from the Bank, the consultant shall pay forthwith or accept recovery of Rs..... from the bills in one instalment and the Consultant further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of

Signature of Bidder

Signature of BHEL

contract. In addition to above BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.....

That in consideration of the payments to be made to the consultant by BHEL in accordance with this Agreement the Consultant hereby convenience and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

That the Consultant shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the works to be executed by him.

That the Consultant shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within agreed time schedule, the time of completion being the essence of the Contract.

That BHEL shall, after proper scrutiny of the bills submitted by the Consultant; pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement. That this Agreement shall be deemed to have come into force from the date on which the letter of intent has been issued to the Consultant.

That whenever under this contract or otherwise, any sum of money shall be recoverable from a payable by the Consultant, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

That all charges on account of Octroi, Terminal and other Taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Consultant.

That BHEL shall be entitled to deduct from the Consultant’s running bills or otherwise Income Tax under Section 194(C) of the Income Tax Act, 1961.

That BHEL shall be further entitled to recover from the running bills of the consultant or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (where applicable) and any other dues owed by the consultant.

That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions here to contained in these presents and the liability of the Consultant with respect to compensation payable to BHEL or Consultant’s obligations shall remain unaffected.

It is clearly understood by the between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the letter of intent shall prevail.

The following documents:-

- (a) Invitation to Tender No and the documents specified therein
- (b) Consultant’s Offer No..... date.....
- (c) Letter of Intent No..... date
- (d)

shall also form part of & shall govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signature in the presence of:

(CONSULTANT)
to be signed by a person holding a valid Power of Attorney

For and on behalf of
Bharat Heavy Electricals Ltd, Bhopal

WITNESS: -

- 1.
- 2.

Signature of Bidder

Signature of BHEL

ANNEXURE – “b”

MODEL FORM OF BANK GUARANTEE (FOR SECURITY DEPOSIT)

(To be issued in appropriate valid non-judicial stamp paper of appropriate value)

In consideration of the Bharat Heavy Electricals Limited, having its registered Office at BHEL House, Siri Fort, New Delhi (hereinafter called BHEL), having agreed to exempt (hereinafter called “the said Consultant (s)” from the demand, under the terms and conditions of the Agreement dated made between BHEL and for (hereinafter called “the said Agreement”) of Security (name of work) deposit for the due fulfilment by the said consultant(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs..... (Rupees Only)

We at the (indicate the name of the Bank)

(hereinafter referred to as “the bank”) request of consultant(s) do hereby undertake to pay to BHEL and amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by BHEL, by reason of any breach by the said consultant(s), of any of the terms or conditions contained in the said Agreement.

We,do hereby undertake to pay the amounts due and payable

(indicate the name of the Bank) under this guarantee without any demur, merely on a demand from BHEL, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BHEL by reason of breach by the said Consultant(s) of any of the terms or conditions contained in the said Agreement or by reason of the consultant(s)’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We,undertake to pay to BHEL any money so demanded

(indicate the name of the Bank)

notwithstanding any dispute or disputes raised by the Consultant(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the consultant(s) / supplier(s) shall have no claim against us for making such payment.

We further agree that the guarantee herein contained

(indicate the name of the Bank) shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BHEL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BHEL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.

Signature of Bidder

Signature of BHEL

We further agree with BHEL that BHEL shall have the fullest

(indicate the name of the Bank) liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said consultant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BHEL against the said Consultant(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the part of BHEL or any indulgence by BHEL to the said Consultant(s) or by any such matter or thing whatsoever which under the Law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s) / Supplier(s).

We, lastly undertake not to revoke this guarantee during its

(indicate the name of the Bank) currency except with the previous consent of BHEL in writing.

Dated Day..... of 202

For
(indicate the name of the Bank)

Witness:

1. 2

Note : The above format is drawn upon the model form jointly evolved by the Reserve Bank of India, the Indian Banker's Association and the Ministry of Finance, Government of India as circulated by Indian Banker's Association, Bombay vide their letter No. LA/14-61/7808 dated 1/5/1980 as such no deviations are acceptable.

To be issued in appropriate valid non-judicial stamp paper prevalent in the state where the same is executed which is to be certified by the Notary Public or any other competent officer of that state.

Signature of Bidder

Signature of BHEL

ANNEXURE “c”

LIST OF CONSORTIUM BANKS

1. State Bank of India
2. ABN Amro Bank N.V.
3. Bank of Baroda
4. Canara Bank
5. Citi Bank N.A.
6. Corporation Bank
7. Deutsche Bank
8. HDFC Bank Ltd.
9. The Hong Kong and Shanghai Banking Corporation Ltd.
10. ICICI Bank Ltd.
11. IDBI Ltd.
12. Punjab National Bank
13. Standard Chartered Bank
14. State Bank of Travancore
15. State Bank of Hyderabad
16. Syndicate Bank

Signature of Bidder

Signature of BHEL

ANNEXURE “d”

(TO BE ISSUED IN NON-JUDICIAL STAMP PAPER OF Rs. 500/- issued from State of Madhya Pradesh)

INDEMNITY BOND

WHEREAS THE (Name of the consultant) M/s....., having its registered office at, has taken the contract for TENDER NO..... & Consultant’s Offer No....., M/s..... agrees to fully indemnify and hold harmless BHEL officers, employees and representatives of BHEL (each, an “Indemnified Person”) from and against any claim, loss or liability (including without limitation reasonable fees and expenses of solicitor and legal counsel) arising out of the negligence or wilful misconduct of M/s or its personnel in providing the services.

Signature of Bidder

Signature of Bidder

Signature of BHEL

SECTION – VI**SPECIAL TERMS & CONDITIONS****1.0 INTRODUCTION**

- 1.1** This section of the tender defines the scope of the consultant's work other than as specified in the Technical Specifications. The requirement and conditions mentioned in this section are in addition to what are stated in "Instructions to Tenderers", "General terms and conditions" & "Scope of Services".

Brief Description of Project site: - The project sites is located inside BHEL Bhopal Township. BHEL, Bhopal is located approximately 8 km from Bhopal Railway Station. Nearest Airport is Raja Bhoj Airport located at a distance of 20 km from BHEL Bhopal.

- 1.2** The bidders are advised to take into account all factors and any fluctuations in the market rates etc having effect on prices. No delay will be accepted and no claim will be entertained on this account after acceptance of the tender or during the currency of the contract. It is advisable that the bidders visit the site prior to bid submission for proper assessment of site and its working condition.

1.0 COMPLETION SCHEDULE:

- 2.1** On intimation by BHEL through Fax or E-Mail for issue of LOI, the consultant has to make initial mobilisation of his materials, resources and work force so as to commence the work within 15 days of issue of LOI or as stipulated in LOI, however consultant has to complete all agreement formalities within 15 days from the issue of LOI. Further mobilisation of fresh resources and augmentation of existing resources shall be done in consultation with BHEL in all the areas as covered in scope of work.
- 2.2** The total contract duration is as mentioned in scope of services months from the date of commencement as stipulated in LOI/Work Order.
- 2.3** Periodic review shall be undertaken to monitor the progress of work.
- 2.4** **BHEL reserves the right to take remedial action as deemed fit including engaging other agency for completion of part or full of the contract awarded at consultant's risk & cost in case progress of work found to be unsatisfactory during intermittent review of progress. For invoking this clause BHEL shall issue a notice in writing to the consultant for expediting the progress of work suggesting measures to be taken up by the consultant. In case of failure on the part of consultant with respect to compliance of suggested measures within time frame specified in the notice (in general it is 15 days) BHEL shall be free to undertake works (part/full) at consultant's risk & cost.**

3.0 TAXES AND DUTIES:

- 3.1** Price quoted is inclusive of all taxes / Duties etc. applicable except GST.
- 3.2** GST (as applicable) shall be payable additionally to the consultant at actuals at the rate prevailing at the time of execution against submission of GST registration no

- and production of documentary proof of payment of GST to the concerned Govt. Deptt. (as applicable).
- 3.3** No claim shall be admissible on account of upward or downward revision in rate of existing taxes & duties (except GST as applicable) subsequent to bid submission. However, if any new taxes & duties are introduced subsequent to bid submission and during the currency of the contract including its extension if any for the reasons not attributable to the consultant, the same shall be reimbursed at actual against documentary evidence of remittance by the consultant. In case the contract period is extended for the reasons attributable to the consultant, no such reimbursement shall be made during extended period.
- 3.4** Income Tax & other deductible tax (if any) shall be deducted at source (TDS) as per prevailing rules and certificate to this effect shall be provided to the consultant.
- 3.5** The consultant shall ensure timely remittance of SGST, CGST, IGST & UTGST as applicable as per GST laws.
- 3.6** The consultant shall ensure compliance to filing of monthly GST sales return including BHELs supplies by 10th day of next calendar month in the online GST portal wherever applicable.
- 3.7** The consultant shall declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
- 3.8** The consultant shall submit invoices compliant with GST invoice rules.
- 3.9** The consultant shall comply with all statutory provisions as may be applicable at the time of dispatch/sale if any. Any additional financial liability to BHEL on account of non-compliance by the consultant shall be borne by him and shall be adjusted/ recovered from the consultant. BHEL reserves the right to review the existing offers / contacts for any revision in terms which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
- 3.10** The consultant shall ensure submission of TAX INVOICE to BHEL in time.
- 3.11** In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, the consultant shall ensure timely submission of invoices and delivery of material / services to BHEL so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default by the consultant in regard of submission or delivery of material / services, the same shall be passed on to him.
- 3.12** In respect of free issue material by BHEL if any, the consultant shall return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the consultant, the additional financial implications on BHEL shall be passed on to the consultant.
- 3.13** The consultants shall provide the applicable SAC / HSN code, rate of tax under GST, applicable GST (i.e. IGST, CGST, SGST, UTGST) and GSTIN.
- 3.14** The consultant shall ensure and give an undertaking that in case tax credit is delayed/denied to BHEL due to non receipt/delayed receipt of service/goods and/or tax invoice or expiry of the timeline prescribed in tax laws for availing such ITC or any other reasons not attributable to BHEL, tax amount shall be recoverable from the consultant along with interest levied/leviable on BHEL.
- 3.15** The consultant shall give an undertaking that in case he delays in declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from him along with interest levied/leviable from BHEL. Hence, payment of GST portion along with interest portion will be payable only after after the last date/chance for availing ITC.
- 3.16** Penalty/LD shall be charged as per the NIT condition. GST applicable on the same shall be charged extra.

4.0 TERMS OF PAYMENT:

1. The lump sum amount shall include the remuneration/fees for professional services as consultant and TA (including all taxes & duties except the GST), staff costs, Sub consultants' costs, tour expenses (travel, staying & lodging), office maintenance and office running expenses, telephone, fax, email and internet, cost for documentation, photocopies, printing and all other costs.

2. Payment Schedule for Part – A :

Parties shall be paid fixed amount which is finalized after Part-A price bid opening towards Stage I on completion & acceptance by BHEL.

3. Payment Schedule for Part – B :

Payment for Stage II, III & IV as per Part -B, will be paid on pro-rata basis i.e. per acre basis and as per actual execution of works.

Note: Advance Payment – BHEL does not give advance of any kind as a policy.

5.0 DEFECT LIABILITY PERIOD/WARRANTY:

The warranty period/Defect Liability Period for the work executed shall be NIL.

6.0 Penalty against delay in completion of Contract Agreement formalities:

The contractor shall complete the contract agreement formalities such as deposition submission of stamp paper and signing of contract agreement etc. in time as stipulated in LOI, failing which he shall be liable to pay penalty as indicated below in case the delay is attributable to him:-

(i) In case of originally stipulated contract period \leq 6 months Penalty per day delayed = $0.75 \times 1\%$ of original contract value/7

(ii) In case of originally stipulated contract period $>$ 6 months but \leq 2 years Penalty per day delayed = $0.75 \times 0.5\%$ of original contract value/7

(iii) In case of originally stipulated contract period $>$ 2 years Penalty per day delayed = $0.75 \times 0.25\%$ of original contract value/7

Note:-

1. The above said original contract value shall be exclusive of GST as well as cost of free issue material(s).
2. The total penalty amount shall, preferably, be deducted from the first R/A bill itself.
3. GST at applicable rate shall be levied extra in the worked out amount of above said penalty.

7.0 Penalty against delay in submission of Performance Security:

"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest "

8.0 INTEGRITY PACT (IP)

8.1.1 IP is a tool to ensure that activities and transactions between the company and its bidders/Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary Qualification.

8.1.2 Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any compliant arising out, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department.

9.0 NON-DISCLOSURE AGREEMENT (NDA)

NDA shall be signed by the selected bidder with BHEL.

10.0 CANCELLATION OF CONTRACT

BHEL reserves the right to cancel/short-close the awarded contract at any stage, without assigning any reason whatsoever and in such case the consultant shall not have any claim arising out of such action by BHEL. Payment shall be made on actual execution of work upto the stage completed.

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (this “Agreement”) is entered into as of _____, 20____ (the “Effective Date”) by and between:

Disclosing Party: _____, as a(n) (Check one) Individual
 Corporation Limited Liability Company Partnership Limited Partnership Limited Liability Partnership ("Disclosing Party") and

Receiving Party: _____, as a(n) (Check one) Individual
 Corporation Limited Liability Company Partnership Limited Partnership Limited Liability Partnership ("Receiving Party")

Disclosing Party and Receiving Party have indicated an interest in exploring a potential business relationship relating to: _____

_____ (the “Transaction”).

In connection with its respective evaluation of the Transaction, each party, their respective affiliates and their respective directors, officers, employees, agents or advisors (collectively, “Representatives”) may provide or gain access to certain confidential and proprietary information. A party disclosing its Confidential Information to the other party is hereafter referred to as a “Disclosing Party.” A party receiving the Confidential Information of a Disclosing Party is hereafter referred to as a “Receiving Party.” In consideration for being furnished Confidential Information, Disclosing Party and Receiving Party agree as follows:

1. **Confidential Information.** Confidential information is: (Check one)

All information shared by Disclosing Party. "Confidential Information" shall mean (i) all information relating to Disclosing Party’s products, business and operations including, but not limited to, financial documents and plans, customers, suppliers, manufacturing partners, marketing strategies, vendors, products, product development plans, technical product data, product samples, costs, sources, strategies, operations procedures, proprietary concepts, inventions, sales leads, sales data, customer lists, customer profiles, technical advice or knowledge, contractual agreements, price lists, supplier lists, sales estimates, product specifications, trade secrets, distribution methods, inventories, marketing strategies, source code, software, algorithms, data, drawings or schematics, blueprints, computer programs and systems and know-how or other intellectual property of Disclosing Party and its affiliates that may be at any time furnished, communicated or delivered by Disclosing Party to Receiving Party, whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (iii) information acquired during any tours of Disclosing Party’s facilities; and (iv) all other non-public information provided by Disclosing Party whatsoever. All Confidential Information shall remain the property of Disclosing Party.

Only information marked ‘Confidential.’ "Confidential Information," exchanged by the parties and entitled to protection hereunder, shall be identified or marked as such by an appropriate stamp or marking on each document exchanged designating the information as confidential or proprietary.

Specific information. The term “Confidential Information” as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not

Signature of Bidder

Signature of BHEL

limited to, information relating to any of the following, which Disclosing Party considers confidential: (Check all that apply)

- 'Accounting Information' which includes all books, tax returns, financial information, financial forecasts, pricing lists, purchasing lists and memos, pricing forecasts, purchase order information, supplier costs and discounts, or related financial or purchasing information.
- 'Business Operations' which includes all processes, proprietary information or data, ideas or the like, either in existence or contemplated related to Disclosing Party's daily and long-term plans for conducting Disclosing Party's business.
- 'Computer Technology' which includes all computer hardware, software or other tangible and intangible equipment or code either in existence or development.
- 'Customer Information' which includes the names of entities or individuals, including their affiliates and representatives, that Disclosing Party provides and sells its services or goods to, as well as any associated information, including but not limited to, leads, contact lists, sales plans and notes, shared and learned sales information such as pricing sheets, projections or plans, agreements, or such other data.
- 'Intellectual Property' which includes patents, trademarks, service marks, logos, trade names, internet or website domain names, rights in designs and schematics, copyrights (including rights in computer software), moral rights, database rights, in each case whether registered or unregistered and including applications for registration, in all rights or forms anywhere in the world.
- 'Marketing and Sales Information' which includes all customer leads, sales targets, sales markets, advertising materials, sales territories, sales goals and projections, sales and marketing processes or practices, training manuals or other documentation and materials related to the sales, marketing and promotional activities of the Disclosing Party and its products or services.
- 'Proprietary Rights' which includes any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, trade names, domain names, logos, trademarks, service marks, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, whether protected under contract or otherwise under law, and other similar rights or interests in intellectual property.
- 'Procedures and Specifications' which includes all procedures and other specifications, criteria, standards, methods, instructions, plans or other directions prescribed by Disclosing Party for the manufacture, preparation, packaging and labelling, and sale of its products or services.
- 'Product Information' which includes Disclosing Party's products which are being contemplated for sale, manufactured, marketed, listed, or sold, including any fixes, revisions, upgrades, or versions, of which consists of all data, software and documentation related thereto.
- 'Service Information' which means the services provided by Disclosing Party, including the method, details, means, skills and training, which consists of all data, software and documentation related thereto.
- 'Software Information' which means the proprietary computer programs of Disclosing Party, including all fixes, upgrades, new versions, new enhancements, modifications, edits, conversions, replacements, or the like, in machine readable form or documentation and materials, and all copies and translations of such computer programs, documentation and materials, regardless of the form or media of expression or storage.

Signature of Bidder

Signature of BHEL

Other: _____

2. Exclusions from Confidential Information. The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Receiving Party or any of its Representatives;
- b. If the information is or was received by Receiving Party from a third party source which, to the best knowledge of Receiving Party or its Representatives, is or was not under a confidentiality obligation to Disclosing Party with regard to such information;
- c. If the information is disclosed by Receiving Party with the Disclosing Party's prior written permission and approval;
- d. If the information is independently developed by Receiving Party prior to disclosure by Disclosing Party and without the use and benefit of any of the Disclosing Party's Confidential Information; or
- e. If Receiving Party or any of its Representatives is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation but only if, to the extent lawful, Receiving Party or its Representatives give prompt written notice of that fact to Disclosing Party prior to disclosure so that Disclosing Party may request a protective order or other remedy to prevent or limit such disclosure and in the absence of such protective order or other remedy, Receiving Party or its Representatives may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. Obligation to Maintain Confidentiality. With respect to Confidential Information:

- a. Receiving Party and its Representatives agree to retain the Confidential Information of the Disclosing Party in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement;
- b. Receiving Party and its Representatives shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information received by Disclosing Party using a reasonable degree of care, but not less than that degree of care used in safeguarding its own similar information or material;
- c. Upon the termination of this Agreement, Receiving Party will ensure that all documents, memoranda, notes and other writings or electronic records prepared by it that include or reflect any Confidential Information are returned or destroyed as directed by Disclosing Party;
- d. If there is an unauthorized disclosure or loss of any of the Confidential Information by Receiving Party or any of its Representatives, Receiving Party will promptly, at its own expense, notify Disclosing Party in writing and take all actions as may be necessary or reasonably requested by Disclosing Party to minimize any damage to the Disclosing Party or a third party as a result of the disclosure or loss; and
- e. The obligation not to disclose Confidential Information shall: (Check one)

Survive the termination of this Agreement, and at no time will Receiving Party or any of its Representatives be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.

Remain in effect until _____ (Check one) months years from the date hereof or until the Confidential Information ceases to be a trade secret, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.

Signature of Bidder

Signature of BHEL

4. **Non-Disclosure of Transaction.** Without Disclosing Party's prior written consent, neither Receiving Party nor its Representatives shall disclose to any other person, except to the extent, the provisions of Paragraph 2 apply: (a) the fact that Confidential Information has been made available to it or that it has inspected any portion of the Confidential Information; (b) the fact that Disclosing Party and Receiving Party are having discussions or negotiation concerning the Transaction; or (c) any of the terms, conditions or other facts with respect to the Transaction.

5. **Non-Compete.** (Cross out if you do not want to include a non-compete clause)

Receiving Party agrees that at no time will Receiving Party engage in any business activity which is competitive with Disclosing Party, nor work for any company which competes with Disclosing party: (Check one)

- During the term of Receiving Party's relationship with Disclosing Party.
 From the date of this Agreement until _____, 20_____.

6. **Non-Solicitation.** (Cross out if you do not want to include a non-solicitation clause)

Receiving Party agrees not to solicit any employee or independent contractor of Disclosing Party on behalf of any other business enterprise, nor shall Receiving Party induce any employee or independent contractor associated with Disclosing Party to terminate or breach an employment, contractual or other relationship with Disclosing Party: (Check one)

- During the term of Receiving Party's relationship with Disclosing Party.
 From the date of this Agreement until _____, 20_____.

7. **Representatives.** Receiving Party will take reasonable steps to ensure that its Representatives adhere to the terms of this Agreement. Receiving Party will be responsible for any breach of this Agreement by any of its Representatives.

8. **Disclaimer.** There is no representation or warranty, express or implied, made by Disclosing Party as to the accuracy or completeness of any of its Confidential Information. Except for the matters set forth in this Agreement, neither party will be under any obligation with regard to the Transaction. Either party may, in its sole discretion: (a) reject any proposals made by the other party or its Representatives with respect to the Transaction; (b) terminate discussions and negotiations with the other party or its Representatives at any time and for any reason or for no reason; and (c) change the procedures relating to the consideration of the Transaction at any time without prior notice to the other party.

9. **Remedies.** Each party agrees that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which: (a) money damages may not be a sufficient remedy for any breach of this Agreement by such party; (b) the other party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach; (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity; and (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its Representatives, has breached this Agreement, such party will be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.

10. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or

Signature of Bidder

Signature of BHEL

registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the below address or by facsimile at the below facsimile number or in the case of either party, to such other party, address or facsimile number as such party may designate upon reasonable notice to the other party.

Disclosing Party

Name: _____

Representative name: _____ Title: _____

Address: _____

Phone number: _____

Fax number: _____

Receiving Party

Name: _____

Representative name: _____ Title: _____

Address: _____

Phone number: _____

Fax number: _____

11. **Termination.** This Agreement will terminate on the earlier of:

- (a) the written agreement of the parties to terminate this Agreement;
- (b) the consummation of the Transaction or
- (c) _____ (Check one) months years from the date hereof.

12. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both of the parties.

13. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of _____, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of _____ for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

14. **Miscellaneous.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither party may assign its rights or delegate its duties under this Agreement without the other party's prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Disclosing Party:

Signature of Bidder

Signature of BHEL

Disclosing Party Signature

Disclosing Party Full Name

**Disclosing Party Representative
Signature**

**Disclosing Party Representative
Full Name and Title**

Receiving Party:

Receiving Party Signature

Receiving Party Full Name

**Receiving Party Representative
Signature**

**Receiving Party Representative
Full Name and Title**

Signature of Bidder

Signature of BHEL

ANNEXURE “A”

FORMAT FOR (EFT) ELECTRONIC FUND TRANSFER

1	Company Name	
2	Postal Address of the company Telephone No., _____ FAX No _____ e- mail id _____	
3	Director / Manager Mobile No. / Phone No. E-mail I.D.	
4	authorized company official Mobile No.	
5	Branch Code No. Branch Manager Mobile No. Branch Telephone no. Branch E-mail ID	
6	9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank.	
7	IFSC code of the Branch	
8	Type of Account (Current / Savings).	
9	Account Number (as appear in cheque book) (in lieu of the bank certificate to be obtained , please attach the original cancelled cheque issued by your bank for verification of the above particulars).	

I /We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL responsible. I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the company as a Tenderer /successful Tenderer.

Name of the person signing & designation

Place:

Date:

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS.

Signature of the authorized official of the bank.

Signature of Bidder

Signature of BHEL

ANNEXURE "X"



भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल

(भारत सरकार का उपक्रम)

Bharat Heavy Electricals Limited, Bhopal

(A Govt. of India undertaking)

उत्कृष्टता की ओर अग्रसर

"Marching Towards Business Excellence"

TO WHOM SO EVER IS CONCERNED.

Details for receiving Bank Account for NEFT/RTGS payment.


1. Name of Beneficiary : BHARAT HEAVY ELECTRICALS LTD.
2. Name of the Bank : State Bank of India
3. Bank of Branch Address : HET, Piplani, Bhopal (M.P.)-462021
4. Account No. : 30855948540
5. IFSC Code : SBIN0000519
6. MICR : 462002011
7. Title of Account : Current Account
8. PAN No. : AAACB4146P

Place: Bhopal

Date: 19-01-2016


 चेतन मेहर
 CHETAN MEHAR
 Sr. Manager (Finance)
 बी.एच.ई.एल. भोपाल/ BHEL, BHOPAL

We certify that the above bank details are correct as per our record.


 Banker Signature & Seal
 S.K. JAIN
 SBN-2917

भोपाल : 462022, दूरभाष : 2500100 (7 लाईन्स), फैक्स : 0755 - 2500425, तार : भारतइलेक
 Bhopal : 462022, Phone : 2500100 (7 Lines), Fax : 0755 - 2500425, Gram : BHARATELEC
 WEB SITE ADDRESS : www.bhelbhopal.com

ANNEXURE – “Y”

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20_, between, on one hand, BHEL acting through Shri _____, (Name & Designation of the Officer), BHEL (hereinafter called the ‘PURCHASER’, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the ‘TENDERER’ which expression shall mean and include, unless the context otherwise requires, his heirs, executors, administrator, legal representatives, successors and permitted assigns) of the Second Part.

WHEREAS the ‘PURCHASER’ has invited bids for **appointment of transaction advisor (TA) for preparation of Technical and Financial Feasibility Report and to provide Consultancy for development of Land Parcel at BHEL Bhopal** and the TENDERER is submitting his bid for the same and

WHEREAS the TENDERER is a Private company / Public company / Government undertaking / registered partnership firm, constituted in accordance with the relevant law in the matter and the ‘PURCHASER’ is BHEL.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the ‘PURCHASER’ to obtain the desired said **appointment of transaction advisor (TA) for preparation of Technical and Financial Feasibility Report and to provide Consultancy for development of Land Parcel at BHEL Bhopal** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling TENDERERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the ‘PURCHASER’ will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the 'PURCHASER'

- i. The ‘PURCHASER’ undertakes that no official of the ‘PURCHASER’, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the TENDERER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

Signature of Bidder

Signature of BHEL

- ii. The 'PURCHASER' will, during the pre-contract stage, treat all TENDERERS alike and will provide to all TENDERERS the same information and will not provide any such information to any particular TENDERER which could afford an advantage to that particular TENDERER in comparison to other TENDERERS.
- iii. All the officials of the 'PURCHASER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- iv. In case any such preceding misconduct on the part of such official(s) is reported by the TENDERER to the 'PURCHASER' with full and verifiable facts and the same is prima facie found to be correct by the 'PURCHASER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'PURCHASER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'PURCHASER' the proceedings under the contract would not be stalled.

2. COMMITMENTS OF TENDERERS

- i. The TENDERER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- ii. The TENDERER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'PURCHASER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iii. The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'PURCHASER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
- iv. TENDERERS shall disclose the name and address of agents and representatives and Indian
- v. TENDERERS shall disclose their foreign principals or associates.
- vi. TENDERERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- vii. The TENDERER further confirms and declares to the 'PURCHASER' that the TENDERER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'PURCHASER' or any of its functionaries, whether officially or unofficially to the award of the contract to the TENDERER, nor has any amount been paid, promised or intended to be paid to any

Signature of Bidder

Signature of BHEL

such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- viii. The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'PURCHASER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- ix. The TENDERER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- x. The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- xi. The TENDERER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'PURCHASER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.
- xii. The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xiii. The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- xiv. If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the officers of the 'PURCHASER' or alternatively, if any relative of an officer of the 'PURCHASER' has financial interest/stake in the TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filing of tender. The term 'relative' for this purpose would be as defined in the Companies Act 2013.
- xv. The TENDERER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'PURCHASER'.

3. PREVIOUS TRANSGRESSION

- i. The TENDERER declares that no previous transgression occurred in the last two years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify TENDERER's exclusion from the tender process.
- ii. The TENDERER agrees that if it makes incorrect statement on this subject, TENDERER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Signature of Bidder

Signature of BHEL

- iii. In case of the successful TENDERER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the 'PURCHASER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- iv. No interest shall be payable by the 'PURCHASER' to the TENDERER on Earnest Money/Security Deposit for the period of its currency.

4. SANCTIONS FOR VIOLATIONS

- i. Any breach of the aforesaid provisions by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle the 'PURCHASER' to take all or any one of the following actions, wherever required:-
- ii. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the TENDERER. However, the proceedings with the other TENDERER(s) would continue.
- iii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'PURCHASER' and the 'PURCHASER' shall not be required to assign any reason therefore.
- iv. To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.
- v. To recover all sums already paid by the 'PURCHASER', and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the TENDERER from the 'PURCHASER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- vi. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the 'PURCHASER', along with interest.
- vii. To cancel all or any other Contracts with the TENDERER. The TENDERER shall, be liable to pay compensation for any loss or damage to the 'PURCHASER' resulting from such cancellation / rescission and the 'PURCHASER' shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.
- viii. To debar the TENDERER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'PURCHASER'.
- ix. To recover all sums paid in violation of this Pact by TENDERER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'PURCHASER' with the TENDERER, the same shall not be opened.

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- xi. Forfeiture of Performance Guarantee in case of a decision by the 'PURCHASER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- xii. The 'PURCHASER' will be entitled to take all or any of the actions mentioned at Para 4 (i) to (x) of this Pact also on the Commission by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- xiii. The decision of the 'PURCHASER' to the effect that a breach of the provisions of this Pact has been committed by the TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

5. INDEPENDENT MONITORS

- i. The 'PURCHASER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission Name and Address of the Monitor :

NAME AND ADDRESS WILL BE COMMUNICATED AFTER APPOINTMENT

- ii. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently. Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'PURCHASER'.
- iii. The TENDERER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'PURCHASER', including that provided by the TENDERER.
- iv. The TENDERER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subconsultants. The Monitor shall be under contractual obligation to treat the information and documents of the TENDERER / Subconsultant(s) with confidentiality.
- v. The 'PURCHASER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- vi. The Monitor will submit a written report to the designated Authority of PURCHASER' within 8 to 10 weeks from the date of reference or intimation to him by the PURCHASER / TENDERER and, should the occasion arise, submit proposals for correcting problematic situations.

6. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the 'PURCHASER' or its agencies shall be entitled to examine all the documents including the Books of Accounts of the TENDERER and the TENDERER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

7. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat of the 'PURCHASER'.

8. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law of India in force relating to any civil or criminal proceedings.

9. VALIDITY

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the 'PURCHASER' and the TENDERER, including warranty period, whichever is later. In case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

This agreement must be signed by authorised representative of the applicant/ bidder.. The

parties hereby sign this Integrity Pact at _____ on _____

PURCHASER

TENDERER

Name of the Officer
and
Designation

BHEL

Witness

Witness

1. _____
2. _____

1. _____
2. _____,

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the PURCHASER in regard to involvement of Indian agents of foreign TENDERERS.

 Signature of Bidder

 Signature of BHEL

ANNEXURE – “Z”**INTEGRITY PACT****Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Consultant" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Consultant(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in

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this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Consultant(s)

2.1 The Bidder(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Consultant(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Consultant(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Consultant(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Consultant(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Consultant(s) to disclose their foreign principals or associates. The Bidder(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Consultant(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Consultant(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Consultants", framed by the Principal.

Section 4 - Compensation for Damages

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4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Consultant liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Consultants / Sub-consultants

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Consultants. In case of sub-contracting, the Principal consultant shall be responsible for the adoption of IP by his sub-consultants and shall continue to remain responsible for any default by his sub-consultants.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Consultants /Subconsultants

If the Principal obtains knowledge of conduct of a Bidder, Consultant or Subconsultant, or of an employee or a representative or an associate of a Bidder, Consultant or Subconsultant which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Consultant(s). The Bidder(s)/ Consultant(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-consultant(s). The

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Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Consultant(s) / Sub-consultant(s) with confidentiality in line with Non-disclosure agreement.

- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Consultant. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

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9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the contractor is a partnership or a consortium, this agreement must be signed by all the partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / consultants who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

For & On behalf of the Bidder/ Consultant

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness:_____

Witness:_____

(Name & Address)_____

(Name & Address) _____

Signature of Bidder

Signature of BHEL

SECTION – VII**1 MANAGEMENT OF THE TA (Transaction Advisor) BY THE BHEL:**

- a. BHEL shall establish a Project Team who will coordinate with the TA for reviewing project development activities. The TA shall report on the progress of various deliverables on weekly basis to the project team.
- b. TA will also interact with tender committee formed at the time of bid evaluation in Stage-IV.
- c. The Project Team (PT) shall confirm that TA has satisfactorily completed each deliverable before invoice can be submitted by the TA for payment.
- d. TA will be given with 2 weeks mobilization time after signing of the contract agreement and before start of the work. During this time the TA shall submit Inception Report giving detailed work plan and assignment for each individual in the Team.