

**BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
SUBCONTRACTS MANAGEMENT
10th Floor, Plot no: - C-20, 1A/1, Joy tower,
C Block, Phase 2, Industrial Area Sector-62,
Noida, Distt. Gautambudh Nagar, UP-201301**



TENDER DOCUMENTS

FOR

**RATE CONTRACT FOR CIVIL DESIGN CONSULTANCY WORK OF
SUBSTATION/SWITCHYARD CONTROL ROOM/GIS/MISC. BUILDINGS FOR
VARIOUS AIS/GIS SUBSTATION /SWITCHYARD UPTO 765KV CLASS OF BHEL-TBG.**

Customer

OPTCL, NTPC, POWERGRID, SEBs AND OTHER CUSTOMERS

TENDER SPEC. No.: TBSM/CIVIL DESIGN CONSULTANCY/RC/TENDER/22-23

DATE: 04.10.2022

TRANSMISSION BUSINESS GROUP
SUBCONTRACTS MANAGEMENT

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BHARAT HEAVY ELECTRICALS LIMITED

TRANSMISSION BUSINESS GROUP

SECTOR-62, NOIDA-201301

e-mail:- dipak.mandal@bhel.in

NOTICE INVITING TENDER

REF.: TBSM/CIVIL DESIGN CONSULTANCY/RC/TENDER/22-23

DATE: 04.10.2022

SUB: Rate Contract for Civil Design Consultancy work of Substation/Switchyard Control Room/GIS/Misc. Buildings for various AIS/GIS Substation /Switchyard upto 765KV Class of BHEL-TBG.

Dear Sir(s),

1. Sealed tenders are invited for the following:

NAME OF WORK	TIME OF COMPLETION	EARNEST MONEY DEPOSIT (Rs.)	TENDER SUBMISSION DATE AND TIME	TENDER OPENING DATE & TIME
Rate Contract for Civil Design Consultancy work of Substation/Switchyard Control Room/GIS/Misc. Buildings for various AIS/GIS Substation /Switchyard upto 765KV Class of BHEL-TBG.	Refer Note below	Rs. 1,77,625 /- As per Terms & Conditions of Contract	17.10.2022 14.30 hrs.	17.10.2022 15.30 hrs. (Technical bid only) and Price bid opening date will be intimated later to Techno commercially acceptable parties

Note: - 1) Overall completion period for the subject work is 02 years from the date of issue of LOI. However, clause no. 7.00 under head "Time Schedule" of Scope & Specific Technical requirement is applicable for individual design documents & drawings.

2. Bidder **has** to submit offer directly through E-PROCUREMENT MODE. Bidder may visit <https://eprocurebhel.co.in>

Procedure for Submission of Tenders through e tendering: The tender is also floated online through our E-Procurement Site <https://eprocurebhel.co.in>. The bidder may respond by submitting their offer online in our e-Procurement platform at <https://eprocurebhel.co.in>

Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online EXCEPT EMD (which shall be submitted in physical form (as described in NIT cl. No.1) above as mentioned below:

a. Technical Bid (Un priced Tender)

All Technical details (eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- Earnest money Deposit (EMD) furnished in accordance with NIT Clause 4.0
- Technical Bid (without indicating any prices).

b. Price Bid:

- Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- The price should be quoted for the accounting unit indicated in the e-tender document.

- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
 - iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
 - v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- c. Uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.
 - d. Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).
3. **Tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described in "Annexure to the Conditions of contract for erection work "which shall be part of the Technical Bid.**

In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer/ Fixed Deposit Receipt (FDR) / Bank Guarantee should be uploaded in the E-Procurement Portal and hard copy of the same should reach to following address at before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

TENDER SPEC. No.: TBSM/CIVIL DESIGN CONSULTANCY/RC/TENDER/22-23 DATE: 04.10.2022

To,

Dipak Kumar Mandal
AGM (TBSM)
BHARAT HEAVY ELECTRICALS LIMITED,
TRANSMISSION BUSINESS GROUP,
09TH Floor, Plot no.: - C-20, 1A/1, Joy Tower,
C Block, Phase 2, Industrial Area
Sector-62, Noida, Distt. Gautambudh Nagar, UP-201301
TELEPHONE: 0120-6748134, 6748551,9911163182, 9486579836
E-mail: dipak.mandal@bhel.in

- 4. **Bidders may please note that no other mode of bid submission shall be considered for evaluation apart from Clause no. 02 to 03 mentioned above.**
- 5. The prospective bidders who have downloaded the tender documents from our website are requested to send their acknowledgement and willingness to participate in the tender to the undersigned, through fax or email.
- 6. Offers should be strictly in accordance with the Tender Specifications and General Instructions to Tenderer enclosed herewith.
- 7. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

8. The contractor shall give his explicit confirmation without any deviations to the HSE (Health, Safety and Environment) requirements as per enclosed specification No. TBSM/HSE/NIT-01, Rev-01 Date 22.10.2021. Contractors are also required to furnish details as per Annexure (HSE) to NIT along with their offer. Offers received without compliance & data about HSE requirements are liable to be rejected.
9. All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
10. Clarifications, if any, can be obtained from the undersigned but such requests should be submitted well before the due date for submission of tenders. Due date for submission and opening of tenders will not be extended on such grounds.
11. ***"In case this tender is awarded to first time contractor*, then the bidder shall be eligible to qualify for the next tender of similar work# of BHEL, TBG; only after successful executing of 50% (fifty percent) of this work prior to the date of next tender (in which bidder desires to quote) and on satisfactory performance feedback by BHEL site Incharge."***

**** First time contractor: The bidders who have not successfully executed more than 50% (fifty percent) of awarded similar work by BHEL (TBG/ ISG/Power Sector/Any BHEL Unit) in last 5 years from date of NIT.***

The bidders who have taken any order from BHEL under 1st time category, and desires to further participate in BHEL tenders, needs to submit a certificate/ undertaking mentioning the reason of not executing 50% of awarded work, hence the criteria under 1st time bidder shall not be applicable to them. The certificate/ undertaking shall be duly certified by Site In charge of BHEL

Similar work: Similar to nature of work of the tender under consideration.

12. **The Bidders are advised to visit Site to have better understanding of job.**
13. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
 - 1.0 Integrity commitment, performance of the contract and punitive action thereof:
 - 1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
 - 1.2. Commitment by Bidder/ Supplier/ Contractor:
 - 1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
 - 1.2.2. The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

- 1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
- If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions".
14. Also, offer of the bidders who are suspended (under hold/ delist) for business dealings by BHEL, TBG shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.
15. BHEL Fraud Prevention Policy, "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
16. Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements (PQR) are eligible to quote against the above NIT. However, final acceptance of the bidder/ offer shall be subject to acceptance of our customer.
17. The evaluation currency for this tender shall be INR.
18. 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 toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
- Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
19. Technical Bid will be opened in the office of undersigned. If required, technical discussions will be held with only those bidders who have taken any deviations. Bidders representative may be present during technical bid opening for technical discussion, if required. The price bids will be opened subsequently, after Technical Bids of all the bidders have been evaluated and freezed. Bidders should quote their most competitive rates as there will not be any price negotiation. However, if felt necessary by BHEL, price negotiation will be held with lowest bidder (L-1) only. **IT WOULD BE PREFERRED THAT YOUR OFFER IS WITHOUT ANY DEVIATION w.r.t. TENDER SPECIFICATIONS AND THE SAME MAY BE CLEARLY MENTIONED ON THE COVERING LETTER ACCOMPANYING THE TECHNICAL BID.** Offers with deviations are likely to be rejected. However, if the bidder insists on any technical or commercial deviations, from the specification and/or tender conditions, the price implication if any, of withdrawing the deviations must be submitted along with the price bid in a separate sealed envelope superscribed "Price Implication for withdrawal of deviations".
20. In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.
21. The purchase preference for central P.S.U.s shall be given as per the prevailing Government policy.

22. In case an offer is not being submitted by the prospective bidders against this tender, they may send their "regret" letter to this office, for information.
23. Details of qualifying work(s) executed by the bidder will be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the bidder will also be sought from the principal employer.
24. The bidder representative may be called for discussion with the committee. His originals may be verified by the committee. In addition to above their organisation chart and detail list of manpower, tools & plants and technically capability will be discussed and ascertained by the committee.

Thanking you,

Yours faithfully,
For and on behalf of BHEL,

(Dipak Kumar Mandal)
AGM /TBSM

TO BE FILLED BY TENDERER OVER THEIR LETTER HEAD

REF.: TBSM/CIVIL DESIGN CONSULTANCY/RC/TENDER /22-23

DATE: 04.10.2022

SUB: TENDER FOR "Rate Contract for Civil Design Consultancy work of Substation/Switchyard Control Room/GIS/Misc. Buildings for various AIS/GIS Substation /Switchyard upto 765KV Class of BHEL-TBG."

It is certified that General Instructions and Information for tenderer have been read/ complied/ agreed to and each page of tender offer has been initialled and stamped.

Also It is being declares that we (.....Bidder Name) will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines

(Signature of Tenderer)

Name and Designation of Authorised person (s)
Signing the tender on behalf of the tenderer

Authorization of representative who will participate in the on line Reverse Auction Process:

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE / STATE / COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

BHARAT HEAVY ELECTRICALS LIMITED**TRANSMISSION BUSINESS GROUP, NOIDA****PRE-QUALIFYING REQUIREMENTS**

Tender Ref. No.: TBSM/CIVIL DESIGN CONSULTANCY/RC/TENDER/22-23

DATE: 04.10.2022

SUB: TENDER FOR "Rate Contract for Civil Design Consultancy work of Substation/Switchyard Control Room/GIS/Misc. Buildings for various AIS/GIS Substation /Switchyard upto 765KV Class of BHEL-TBG".

Only those bidders who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements [PQR] given under are eligible to quote against the above NIT. Tenderers should submit their offer along with credentials in a sealed envelope as per the procedure specified in tender documents.

The PQR for subject tender shall be as under:

Sl. No.	Criteria	Description
A	Turn Over	Bidders should have a minimum average annual turnover of Rs. 26,64,379/- for last three fin. Years (2018-19, 2019-20 & 2020-21 or 2019-20, 2020-21 & 2021-22) and should submit audited balance sheet and Profit & Loss Account Sheet of these years. In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self-certified copies of Balance Sheet, Profit & Loss account along with income tax returns and form 26 AS of these years.
B	Profit	Bidder should have earned profit in at least one year during last three financial years as mentioned in A above.
C	Similar Work	Bidder should have successfully "designed both RCC & Pre-engineered Buildings (minimum plinth area of the building should 300sqm) for Substation/Switchyard/Power Plants" during last seven years ending on 31.08.2022 and should be either of the following i. Three similar jobs executed costing (except service tax/GST) not less than Rs. 35,52,505 /- each. OR ii. Two similar jobs executed costing (except service tax/GST) not less than Rs. 44,40,631 /- each. OR iii. One similar job executed costing (except service tax/GST) not less than Rs. 71,050,10 /-
D	Additional Qualification	i. Bidder should have experience of 10 years and above in civil structure designing of buildings of Substation/Switchyard or Power Plants. ii. The bidder should qualify & comply "Special Terms & Conditions" given in "Scope & Specific Technical Requirements".

Note: -

1. The Bidder shall submit the following supporting documents:

- a) Contract Agreement/ Work Order/LOI, BOQ and performance/ completion/ execution certificate issued by Customer in support of experience.

Tender Spec. No.: - TBSM/CIVIL DESIGN CONSULTANCY/RC/TENDER/22-23 Date: 04.10.2022

- b) Approved Design documents of RCC & Pre-engineered Buildings of Substation/Switchyard/Power Plants for the works executed.
 - c) For engineers & draftsmen: details of regular/permanent professional employees and key Personnel including the nature of specialization, qualifications and experience. For architect: details of the executed works in building designing.
2. The word 'executed' means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed.
 3. In order to technically qualify in this tender, bidder should meet all criteria i.e. A, B, C, & D mentioned above.
 4. If the job is executed in the last seven years period, as specified above at Sl. No. C, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
 5. Consortium/ JV bidding is not allowed.
 6. BHEL reserves the right to:
 - (a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - (b) Postpone the above mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
 - (c) May ask for further qualification during techno commercial scrutiny of bids received.
 - (d) May ask for further proofs including TDS certificates/ Final bill/Form 26AS/ payment detail for the said job for cross- verification.
 7. BHEL shall not be responsible for any delay, loss, damage for bids sent by post.
 8. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
 9. Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
 10. Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
 11. If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
 12. Bidder's selection is subject to approval of BHEL's customer for this work.
 13. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, www.bhel.com and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

ANNEXURE- A1**LIST OF MAJOR CONSULTANCY PROJECTS / ASSIGNMENTS COMPLETED / IN PROGRESS DURING LAST 10 YEARS**

S. No.	Name of Work / Project in Progress with Address	Brief description of Consultancy	Name and address of Owner	Date of Start of Work/ Project	Stipulated time of Completion	Status of work	Expected date of completion	Any other relevant information

Note:

The list of Works/Project mentioned should be substantiated with documentary evidence such as work orders etc. in the absence of which the application is liable to be rejected.

Signature of the applicant**Name & Designation****Place:****Date:**

ANNEXURE- A2**LIST OF WORKS FOR WHICH GRIHA / INTERNATIONAL RATINGS FOR GREEN BUILDINGS EARNED**

S. No.	Name of Client	Name of Project	Covered Area	Cost of Work	Detail of the Project (Salient Feature of the Project)	Rating Earned

Signature of the applicant**Name & Designation****Place:****Date:**

LIST OF EQUIPMENTS AVAILABLE WITH THE FIRM

S. No.	Name of Equipment	Type	No's.
1	Computers		
2	Printers		
3	Plotters		
4	Software's		

Signature of the applicant

Name & Designation

Place:

Date:



BHARAT HEAVY ELECTRICALS LIMITED

TRANSMISSION BUSINESS GROUP

(Subcontract Management)

SECTOR-62, JOY TOWERS, NOIDA-201305

Tender Specification no.- TBSM/CIVIL DESIGN CONSULTANCY/RC/TENDER/22-23 Date: 04.10.2022

TERMS & CONDITIONS OF CONTRACT

The following terms and conditions shall form a part of the tender document.

1. EARNEST MONEY DEPOSIT

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) mentioned in NIT.

1.1 Mode of EMD deposit:

EMD may be submitted in any one of the following modes:

- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening),
- ii) Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account mentioned in tender document.
- iii) Banker's cheque/Pay order/Demand Draft, in favour of 'BHEL' and payable at New Delhi (Along with offer)
- iv) Fixed Deposit Receipt (FDR) issued by schedule Banks/Public Finance Institutions as defined in the companies ACT (FDR should be in the name of the contractor, a/c BHEL.
- v) **In addition to above, the EMD amount in excess of Rs. Two (02) lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.**

No other form of EMD remittance shall be acceptable to BHEL.

1.2 Forfeiture of EMD

EMD by the bidder will be forfeited as per NIT conditions, if

- i) After opening the tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/contract.

1.3 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provision of extant "Guidelines on Suspension of business dealing with supplier/contractors" and forfeited/ released based on the action as determined under these guidelines.

1.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.

1.5 EMD shall not carry any interest.

1.6 EMD of successful bidder shall be retained as part of Security Deposit.



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Tender Specification no.:- TBSM/CIVIL DESIGN CONSULTANCY/RC/TENDER/22-23 Date: 04.10.2022

1.7 Bidders may please note that "One Time EMD" provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as 'One Time EMD' with BHEL are also required to submit the requisite amount of EMD.

1.8 **NOTE: Please note that benefit of EMD waiver to MSME vendor is applicable. (Refer Clause No. 16- Provisions for micro and small enterprises (MSEs))**

2. SECURITY DEPOSIT

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provision of the contract.

Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. **The total amount of Security Deposit will be 5 % of the Contract Value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.**

2.1 Mode of Security deposit:

The security Deposit should be furnished before start of the work by the contractor.

"Bidders 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".

The balance amount to make up the required Security Deposit of 5% of the contract Value may be furnished in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer, in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats enclosed with general conditions of contract.
- iv) 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 contractor, A/C BHEL and duly discharged on the back.
- v) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL and duly discharged on the back).

(NOTE: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

2.2 **Submission of Security Deposit:**



BHARAT HEAVY ELECTRICALS LIMITED

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SECTOR-62, JOY TOWERS, NOIDA-201305

Tender Specification no.:- TBSM/CIVIL DESIGN CONSULTANCY/RC/TENDER/22-23 Date: 04.10.2022

- i) At least 50 % of the required Security Deposit, including the EMD, shall be submitted before start of work. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.
- ii) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or it shall be recovered from payment/s due to the Contractor.
- iii) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, at the discretion of BHEL.

2.3 The BG shall be submitted only through the Banker. Along with the BG, the Bank shall also furnish a letter of confirmation

2.4 The validity of the Bank Guarantee furnished towards Security Deposit shall be up to three months more than the period of completion of work as stipulated in the LOI and the same will be kept valid by proper renewal till the completion of the work.

2.5 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

2.6 Conditions for acceptance of bank guarantees

Contractors are advised to obtain Bank Guarantee preferably from any of the following BHEL consortium banks



BHARAT HEAVY ELECTRICALS LIMITED

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Tender Specification no.:- TBSM/CIVIL DESIGN CONSULTANCY/RC/TENDER/22-23 Date: 04.10.2022

Sl. No.	Name of Bank	Sl. No.	Name of Bank
1	State Bank of India	11	Punjab National Bank
2	Canara Bank	12	Union Bank of India
3	IDBI Bank Limited	13	Yes Bank Limited
4	ICICI Bank Limited	14	RBL Bank Ltd.
5	HDFC Bank Limited	15	Standard Chartered Bank
6	Axis Bank	16	Indian Overseas Bank
7	IndusInd Bank Limited	17	Kotak Mahindra Bank Limited
8	Bank of Baroda	18	Federal Bank Limited
9	Exim Bank	19	Hongkong and Shanghai Banking Corporation Ltd
10	Indian Bank		

Bank Guarantees from Banks outside BHEL's consortium shall be as below:

The Bank Guarantees of all Public sector banks can be accepted (in addition to consortium banks)

The Bank Guarantees of Co-operative banks shall not be accepted.

Bank Guarantees of other than consortium bank and public sector bank can be accepted subject to an overall exposure limit (at New Delhi) of Rs. 10 crores for banks with network of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given by the Bank at the time of submission of Bank Guarantees).

In case of private sector banks a clause to be incorporated in the text of Bank Guarantee that it can be enforceable by being presented at any branch of the bank.

In case of foreign vendors the bank guarantees issued by foreign banks may be confirmed by our consortium bank in India.

In case of Bank Guarantees given by Non-Consortium banks (Private sector or Public sector), the Bank Guarantees are to be enforceable in New Delhi or the town/ city in which the sector office is located.

2.7 RETURN OF SECURITY DEPOSIT:

If the contractor duly performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No demand certificate", returns properties belonging to BHEL, taken, borrowed or hired by him for carrying out the



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said works, and furnishes performance bond BG in the prescribed proforma as per ANNEXURE-J, Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this contract or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

2.8 Bank Account Details for submission of EMD/ Security Deposit through electronic fund transfer mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 10TH FLOOR, JOY TOWER, PLOT NO. C-20, 1/1A, C BLOCK, PHASE 2, INDUSTRIAL AREA, SECTOR-62, NOIDA – 201301 (U.P.)
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)
CITY	NEW DELHI
ACCOUNT NUMBER	00000030206227732
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	SBIN0017313

3. PAYMENT TERMS

As per the cl no. 8.0.0 of "Scope & Specific technical requirements (Doc. No. TB-XXX-607-001-DC_BLDG Rev 00" under head "Payment Schedule". Being reproduce herewith as below: -

S. No.	Condition	Payment
Item No. 1 except 1F of Sch. /BOQ (Annexure-I) (Applicable for RCC Buildings)		
1(i)	On approval (at least Cat-2 i.e. approved with comments) of architectural drawings (Lot1).	15% of quoted rate on prorata basis.
1(ii)	On approval (at least Cat-2 i.e. approved with comments) of architectural drawings (Lot2).	10% of quoted rate on prorata basis.
1(iii)	On approval (at least Cat-2 i.e approved with comments) of design documents.	10% of quoted rate on prorata basis.
1(iv)	On approval (at least Cat-2 i.e approved with comments) of all structural drawings up to plinth beams. (Lot1)	20% of quoted rate on prorata basis.
1(v)	On approval (at least Cat-2 i.e. approved with comments) of all balance structural drawings above plinth beams. (Lot2)	25% of quoted rate on prorata basis
1(vi)	On approval (at least Cat-2 i.e. approved with comments) of all balance structural drawings above plinth beams.	5% of quoted rate on pro-rata basis



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	(Lot3)	
Item No. 1F of Sch./BOQ (Annexure-I) (Applicable for Steel/Pre-engineered Buildings)		
2(i)	On approval (at least Cat-2 i.e. approved with comments) of architectural drawings (Lot1).	15% of quoted rate on prorata basis.
2(ii)	On approval (at least Cat-2 i.e. approved with comments) of architectural drawings (Lot2).	10% of quoted rate on prorata basis.
2(iii)	On approval of all design documents & drawings in Cat-I.	15 % of quoted rate.
2(iv)	On approval (at least Cat-2 i.e approved with comments) of all foundation /structural drawings /Line diagrams (Lot1)	15% of quoted rate on prorata basis.
2(v)	On approval (at least Cat-2 i.e. approved with comments) of connection design & drawing of Column/ Rafter /Beam, Bracings in Elevation & Roof plan etc. (Lot2)	20% of quoted rate on prorata basis
2(vi)	On approval (at least Cat-2 i.e. approved with comments) of miscellaneous details/ design & drawings. (Lot3)	10% of quoted rate on prorata basis
Item No 1 of Sch./BOQ (Annexure I) (Applicable for RCC/Steel/Pre-engineered Buildings)		
3(i)	On approval of all design documents & drawings in Cat-I	10 % of quoted rate.
3(ii)	On approval of all as-built drawings	5 % of quoted rate.
Item No 2 & 3 of Sch./BOQ (Annexure I)		
4(i)	On approval (at least Cat-2 i.e approved with comments) of design documents & drawings.	80 % of quoted rate.
4(ii)	On approval of all design documents & drawings in Cat-I	20 % of quoted rate.
Item No. 4 of Sch./BOQ of Items (Annexure-I)		
(i)	On submission of claim after completion of visit.	100% of quoted rate.

All payments under this contract shall be made by the BHEL in INR only.

All Payments under this contract will be as per the RBI guidelines applicable from time to time.



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4. QUANTITY AND PRICE VARIATION

The quantities indicated in "Bill of Quantity" attached with the tender are indicative only and individual quantity may vary up to any extent. However, agreed unit rates shall remain firm up to a variation of $\pm 30\%$ of the total value of the rate contract irrespective of variations in the quantity of individual items.

5. TAXES & DUTIES: -

- a. All taxes (except GST), duties, charges, royalties, cess and any other levies by Central/ State/local authorities for the execution of the contract shall be borne by the contractor and shall not be payable extra. Any increase of the same at any stage during execution of the contract shall be borne by the contractor. Quoted price of the same shall be inclusive of all such requirements.
- b. Contractors have to make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities, for bringing their material, plant and machinery at site for the execution of the contract. Road permits / way bill, if required shall be arranged by the contractor.
- c. The Contractor is responsible to furnish documentary evidence towards GST Registration of the State wherein the site is located or any other documents as per GST Act which may be required from time to time. BHEL will not be held to be responsible for any non-compliance of the Contractor in respect of GST laws as framed from time to time.
- d. Goods and Service Tax (GST) will be reimbursed to the Contractor subject to the following conditions: -
 - (i) Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules.
 - (ii) The Invoice raised by the Contractor should indicate the BHEL GST Registration Number.)
- e. The GST amount shall get reflected within prescribed time limit in the GSTN for BHEL to avail the input credit. If the GST Credit is reversed/ denied/ delayed to BHEL due to non-receipt/delayed receipt of Services and/or tax invoice or due to expiry of timeline prescribed in GST law or due to any other factor for availing such Input Tax Credit (ITC) or for any other reason arising out of the act directly attributable to the Contractor, GST amount shall be recoverable from Contractor from any dues payable to the Contractor along with any interest levied/ leviable on BHEL.
- f. Statutory variation, if any, on account of GST will be payable by BHEL at actuals on submission of documentary evidence.
- g. TDS under Income Tax Act/ GST Act shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice.
- h. **New Taxes & duties (Introduced after tender opening date):**



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If any new tax or duty is levied by the Central/State Government/Municipality/Local Authority and becomes directly applicable on items specified in the Bill of Quantities, full reimbursement shall be made subject to submission of documentation as per statute.

6. COMPLETION SCHEDULE:

Overall completion period for the subject work is 02 years from the date of issue of LOI. However, Clause no. 7.0.0 under head "Time Schedule" of Scope & Specific Technical Requirements is applicable for individual design documents & drawings.

7. LIQUIDATED DAMAGE:

If the contractor fails to complete the works within the specified time from inputs as mentioned in time schedule of technical specification or within the amended time schedule/ time extension as granted by the BHEL, then BHEL shall have the right to deduct liquidated damage/penalty @ 0.5% of the contractual value per week of delay or part thereof, subject to a maximum of 10% of the contract price along with applicable GST (if any) on LD. Once the maximum limit of delay is reached (i.e. 20 week of delay) BHEL may consider termination of the contract and forfeit the Security deposit without prejudice to the other remedies under the contract.

Amended/ revised contract value (excluding ORC, Supplementary/Additional works) shall be considered for calculating LD/ penalty.

8. VALIDITY OF OFFER

The offer shall be kept open for acceptance for a minimum period of four months from the date of opening of tenders. In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderer.

9. DELAY AND EXTENSION OF TIME:

If, in the opinion of the Engineer, the work is delayed

- (i) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (ii) by reason of abnormally bad weather, or
- (iii) by reason of serious loss or damage by fire, or
- (iv) by delay on the part of the agency or tradesman engaged by the BHEL in executing work not forming part of the contract, or
- (v) By reason of any other cause which in the absolute discretion of the Engineer is beyond the contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work of the contract as whole. Such extension which will be communicated to the contractor by the Engineer in writing shall be final and binding on the contractor.



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- (vi) In case of delay in completion of work BHEL reserve the right to grant time extension under the following options depending upon the performance of the vendor:
- Time extension without levy of LD in case it is found that delay is not attributable to the vendor
 - Time extension with deduction of applicable LD in line with Liquidity Damage clause if the delay is solely attributable to the vendor.
 - In case facts of delay is not settled, BHEL reserve the right to grant provisional time extension for delay in completion of total work or part thereof and running/ interim payments to the vendor will be released without deduction of LD subject to submission of additional Bank guarantee equivalent to maximum LD amount valid till completion of work under their scope and grant of final time extension.

BHEL reserves to itself the following rights without entitling the Vendor for any compensation

10. RIGHTS OF BHEL

BHEL **reserves** the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation

- 10.1 To get the work done through another agency at the risk and cost of the Vendor, in the event of poor progress, or the vendor's inability to progress the work for completion as stipulated in the Contract, poor quality of work, persistent disregards of instructions of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfilment of any contractual obligations etc. and to claim/recover compensation for such losses from the vendor from Security Deposit/other dues.
- 10.2 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of construction and get it done through other agency to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion period due to other emergent reasons/BHEL's obligations to its customer.
- 10.3 To terminate the contract after due notice and forfeit Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/penalty in the events of
 - Vendor's continued poor progress.
 - Withdrawal from or abandonment of the work before completion of the work.
 - Corrupt or illegal act of the Vendor.
 - Insolvency of the Vendor.
 - Persistent disregard of the instructions of BHEL.



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- f) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- g) Non-fulfilment of any contractual obligations.
- 10.4 To recover any moneys due from the Vendor, from any moneys due to the vendor under this or any other contract or from the Security Deposit.
- 10.5 To recover additional cost incurred in execution of work along with BHEL overhead (i.e. @ 5% of executed value of such work) in case BHEL has decided to execute the work at risk & cost of the contractor. The work can be executed either directly by BHEL or through another agencies.
- 10.6 To claim compensation for losses sustained in case of termination of Contract and to levy Liquidated Damage/Penalty for delay in completion of work.
- 10.7 To terminate the Contract or to restrict the quantum of work and pay only for the portion or work done in case BHEL's contract with its customer is terminated/ altered/ deferred/ disputed/ frustrated for any reasons.
- 10.8 To effect recoveries from any amounts due to the vendor under this or any other contract or in any other form the moneys which BHEL is forced to pay to anybody due to vendor's failure to fulfil any of his obligations.
- 10.9 To restrict or increase the quantity and nature of work to suit project requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.
- 10.10 While every endeavour will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The vendor will not be entitled to any compensation/extra payment on this account. No idle charges will be payable by BHEL in any case.
- 10.11 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Vendor.

11. CONSEQUENCES OF CANCELLATION:

Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work, the work may be got completed by any other means at the vendor's risk and cost provided that in the event of the cost of completion (as certified by the BHEL's Engineer which shall be final and binding on the vendor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the money due to the Vendor under the Contract, the Vendor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the vendor. This



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will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

12. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:

The Contract shall be governed by the Law for the time being enforced in the Republic of India. The Civil Court at Delhi having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

13. FORCE MAJEURE:

The following shall amount to force majeure conditions:

- 13.1 Acts of God, Act of any Government, war, sabotage, riots, civil commotion, Police action, revolution, flood, fire cyclone, earthquake, epidemic and other similar causes over which the vendor has no control.
- 13.2 If the vendor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time in consultation and after agreement of BHEL's clients/owner, provided that on the occurrence of any such contingency, the Vendor immediately reports to BHEL in writing the causes of delay. The Vendor shall not be eligible for any compensation on this account.

14. Model Conciliation Clause for Conducting Conciliation Proceedings Under The BHEL Conciliation Scheme, 2018

The Parties the if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which terms shall means 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 unable to settle mutually), arise inter-se the Parties, the same may, be refereed 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 and as provided in Annexure-A.



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The Annexure-A together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC."

15. ARBITRATION

- (i) Except as provide elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause L above, the court at New Delhi shall have exclusive jurisdiction over nay matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.

- (ii) In the event of dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE9GM)/FTS-1835 dated 22.05.2018.



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16. Provisions for micro and small enterprises (MSEs)

Any bidder falling under MSE category shall furnish the following details & submit documentary evidence / Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	
Micro	
Small	

Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- MSE vendors can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or UDYAM REGISTRATION CERTIFICATE /Udyog Aadhar Memorandum or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -H where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.
- MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.

17. PERFORMANCE MONITORING:

The Contractors performance shall be continuously monitored during execution of work at site.



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In case of contractor's performance is found not satisfactory during the execution of work at site, BHEL may take alternate remedial measures and may not consider the contractor for further tenders, if the contractor performance is not improved in spite of opportunities given by BHEL.

18. All other terms and conditions of tender shall remain unchanged.

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY if permissible in NIT)

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To,

**TRANSMISSION BUSINESS GROUP,
10TH FLOOR, JOY TOWER,
PLOT NO. C-20, 1/1A, C BLOCK, PHASE 2,
INDUSTRIAL AREA, SECTOR-62,
NOIDA – 201301 (U.P.)**

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions), M/s having its registered office at² (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of³ invited by M/s Bharat Heavy Electricals Limited through its Unit at BHEL, Transmission Business Group, Noida.

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of Rs.....⁴ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

We, the.....[Name & address of the Bank]



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having our Registered Office at.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.⁴ (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

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.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer 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.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....⁵ and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁶ we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....⁴

b) This Guarantee shall be valid up to⁵



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- c) Unless the Bank is served a written claim or demand on or before _____⁶ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

- 1 Details of the Invitation to Bid/Notice Inviting Tender
- 2 Name and Address of the Tenderer
- 3 Details of the Work
- 4 BG Amount in words and Figures
- 5 Validity Date (At least six months from date of tender opening)
- 6 Date of Expiry of Claim Period (At least 3 months more than the present date of validity of BG)

Note:

- 1 The Bank Guarantee should be valid for at least six months from date of tender opening. The expiry of claim period shall be at least 3 months more than the validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2 The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
- 3 **In Case of Bank Guarantees submitted by Foreign Vendors-.**
 - a. **From Nationalized / Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is



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advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

- b.2 In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure **at sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF
CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018**

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
 - By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.

Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 2 to BHEL Conciliation Scheme, 2018

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent
Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated_____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Format 3 to BHEL Conciliation Scheme, 2018
FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date ____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

Format 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO
THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

Scope & Specific Technical Requirements

Doc No: TB-XXX-607-001-DC_BLDG

Rev 00

1.0.0 INTRODUCTION

- 1.1.0 The purpose of this specification is to specify all details required by a Design Agency for:
- 1.1.1 Generating Civil and Structural designs & drawings of Control Room/ GIS /any other RCC/Steel/Pre-engineered buildings for upto 765kV GIS/AIS Substation at various locations being/ to be executed by BHEL on turnkey basis for NTPC, POWERGRID, SEBs and other Customers.

2.0.0 SCOPE

- 2.1.0 Preparation & submission/correction/resubmission of detailed design &/or drawing of any item or items indicated in Annexure I ***including their approval from Consultant /Customer*** based on BHEL's input and BHEL's/Customer's Specification. The detailed design & drawing work shall include, but not limited to:
 - 2.1.1 Verification of all data, criteria and information contained in the contract documents.
 - 2.1.2 Generation of all data, criteria and information required for the completion of work including liaison and interfaces with BHEL/Consultant/Customer.
 - 2.1.3 Analysis and design on standard software like STAAD pro, etc., and/or in house generated EXCEL or other programs by qualified and experienced personnel. All calculations shall be prepared in a neat, sequential, comprehensive form and properly checked to ensure their correctness and completeness.
 - 2.1.4 Preparation of construction drawings with sufficient detailing so that no difficulty is faced by site engineers during execution.
 - 2.1.5 Providing reinforcement quantities (diameter wise)/ Structural steel for procurement purpose as and when required at various stages of project.
- 2.2.0 Visit to Site or Customer's/Consultant's office: The Design Agency shall depute their engineer(s) to site or Customer's/Consultant's office for any clarification etc. as required by BHEL/Consultant/Customer.
- 2.3.0 Switchyard Control Room Building may require installation of Solar Photo Voltaic Panels on roof tops for Renewable Energy purpose.
- 2.4.0 There may be GRIHA (Green Rating for Integrated Habitat Assessment) design requirements in some projects as per customer specification which shall be issued during execution of the works. Bidder shall perform all services related to GRIHA certification including preliminary assessment, GRIHA facilitation, simulation & analysis leading to obtaining the final certification by GRIHA. For information about GRIHA, bidder is requested to visit the web site [www. Grihaindia.org](http://www.Grihaindia.org). Bidder shall obtain and submit final certificate from GRIHA to owner.

3.0.0 SPECIFIC TECHNICAL REQUIREMENTS

- 3.1.0 The specific technical requirements shall be as per input provided by BHEL from time to time after award of work.
- 3.2.0 The Design Agency shall interact closely with BHEL engineering group for any input/ clarification and finalize details across the table. There may be certain cases when on account of revision or change of inputs certain design/ drawing may be required to be redone. ***No claim on account of this shall be entertained.***

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4.0.0 SCHEDULE OF ITEMS

- 4.1.0 The Schedule/BOQ of Items shall be as per **Annexure I**. The Design agency is required to quote their most competitive rates for these items. The quantities shown in annexure I are tentative and may vary to any extent as per project specific BOQs.

5.0.0 DOCUMENTATION

- 5.1.0 All design documents including computer outputs shall be neatly typed, produced on A4 size paper and shall have a 'Cover Sheet' (To be provided later).
- 5.2.0 All drawings shall be prepared in AutoCAD as per standard sizes (viz. A0, A1, A2, A3 & A4) and shall have a 'Title Block' (To be provided later).
- 5.3.0 The number of copies of design documents & drawings required to be submitted shall be as follows:
- A. *At each stage of approval.*
 - i) Design Documents Through emails/PDs
 - ii) Drawings Through emails/PDs
 - B. *After Final approval.*
 - i) Design Documents 02 sets.
 - ii) Drawings 04 sets.
 - iii) PD/HD (containing design & drawings- soft & scanned) 01 set.
- PD = Pen Drive, HD = Hard Disk/Drive

6.0.0 SPECIAL TERMS & CONDITIONS

- 6.1.0 The consultant/ Consulting Firm shall have dedicated technical staff who will be required to be committed for BHEL's consultancy work. Minimum number of dedicated staffs required and their qualification required are as follows-
- 6.1.1 03 Nos. Engineers with minimum 5 years' Structural design experience
 - 6.1.2 01 No. Architect having minimum 5 years' experience in building designing
 - 6.1.3 06 Nos. Draftsmen with minimum 5 years' experience in preparation of building drawings
- 6.2.0 During an assignment where key professionals are named in the contract, if substitution is necessary (for example, because of ill health or because a staff member proves to be unsuitable, or the member is no longer working with the consultant), the consultant shall propose the substitute staff of the same level with intimation to BHEL.
- 6.3.0 BHEL may visit consultant's registered office for inspection of the firm's technical and managerial strength, overall capacity to perform multiple projects and consultant's capabilities and eligibility to undertake the assignment during the bidding & execution times.

7.0.0 TIME SCHEDULE:

- 7.1.0 After receipt of work order, a detailed schedule giving list of design documents and drawings and their submission dates shall be prepared jointly by BHEL & Design Agency based on concurrent working meeting the construction schedule. This detailed schedule shall be the time schedule of the project and any delays attributable to agency in any activity shall be counted by this schedule. As the design and drawings will be

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approved by Customer, therefore time taken by customer in approval is also important for early completion of work. The agency is required to interact with customer and ensure minimum approval time.

TIME SCHEDULE (FOR EACH BUILDING)					
INPUT BY BHEL			SUBMISSION BY AGENCY		
S. No.	Description of Input	Date of Input	S. No.	Design /Drawings activity.	Submission within time (Days)
1	1. Conceptual plan of building, technical specification and soil report etc. 2. Customer comments/ BHEL instruction.		1	Architectural drawings (Lot1): Architectural plans, elevations, sections and finishing schedules. Any other sketch, plan/details required for developing architectural drawings / plans.	
			1 (a)	R0 Submission: (Nos of days from receipt of input)	20
			1(b)	Resubmissions : Revised drawings shall be submitted by agency within receipt of comments from Customer /BHEL.(Nos of days for each revision)	7
			2	Design document: The agency is required to start the design immediately after getting Cat-2 approval of architectural drawings (Lot1) of building or earlier if instructed by BHEL/Customer.	
			2(a)	R0 Submission: (Nos of days from cat 2 approval/instruction of BHEL)	15
			2(b)	Resubmissions : (Nos of days for each revision)	10
			3	Structural drawings (Lot1): All RCC details drawings up to plinth beams i.e foundations, column details ,plinth beams, tie beams if any and staircase dowel bars details etc.	
			3(a)	R0 Submission: (Nos of days from Cat 2 approval of Design document).	15
			3(b)	Resubmissions: Revised drawings shall be submitted by agency within receipt of comments from Customer/BHEL. (Nos of days for each revision)	7
			4	Architectural drawings (Lot2): Door & windows, soak pit, septic tank, plumbing, water supply, sanitary, toilet/pantry details, false ceiling drawings and other miscellaneous drawings such as garland drain, plinth protection, ramp, railings, roof treatment etc. Any other drawing required for completion.	

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			4(a)	R0 Submission: The agency is expected to put architectural & structural teams parallelly Therefore, work on these drawings can be started based on Cat-2 approval of architectural drawings (Lo1).	40
			4(b)	Resubmissions: Revised drawings shall be submitted by agency within receipt of comments from Customer/ BHEL.(Nos of days for each revision)	7
2	Cut out, panel placement plan, GIS loading data, underhung cable racks and layout.		5	Structural drawings (Lot2): All RCC drawings above plinth beams i.e floor lintels, floor slabs, staircase and roof slabs.	
			5(a)	R0 Submission: (Nos of days from Cat-2 approval of Design document).	60
			5(b)	Resubmissions: Revised drawings shall be submitted by agency within receipt of comments from Customer/BHEL.(Nos of days for each revision)	7
3	Internal cable trench layout		6	Structural drawings (Lot3): Grade slab, internal cable trenches, cable pull pit etc as per project requirement.	
			6(a)	R0 Submission: (Nos days from receipt of input)	10
			6(b)	Resubmissions: Revised drawings shall be submitted by agency within receipt of comments from Customer/BHEL.(Nos of days for each revision)	7
4	Layout & Foundation Loadings of Bus & Air Bushing Support		7	Design document & Drawing: The agency is required to start the design immediately after getting input or earlier if instructed by BHEL/Customer.	
			7(a)	R0 Submission: (Nos of days from cat 2 approval/instruction of BHEL)	7
			7(b)	Resubmissions : (Nos of days for each revision)	5

Notes:

- 1 All inputs shall be provided by e-mails in soft copy. The date of e-mail sent by BHEL shall be considered date of input.
- 2 The agency shall immediately acknowledge the receipt of input.

8.0.0 PAYMENT SCHEDULE:

<u>S. No.</u>	<u>Condition</u>	<u>Payment</u>
Item No. 1 except 1F of Sch. /BOQ (Annexure-I) (Applicable for RCC Buildings)		
1(i)	On approval (at least Cat-2 i.e. approved with comments) of architectural drawings (Lot1).	15% of quoted rate on prorata basis.
1(ii)	On approval (at least Cat-2 i.e. approved with comments) of architectural drawings (Lot2).	10% of quoted rate on prorata basis.

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1(iii)	On approval (at least Cat-2 i.e approved with comments) of design documents.	10% of quoted rate on prorata basis.
1(iv)	On approval (at least Cat-2 i.e approved with comments) of all structural drawings up to plinth beams. (Lot1)	20% of quoted rate on prorata basis.
1(v)	On approval (at least Cat-2 i.e. approved with comments) of all balance structural drawings above plinth beams. (Lot2)	25% of quoted rate on prorata basis
1(vi)	On approval (at least Cat-2 i.e. approved with comments) of all balance structural drawings above plinth beams. (Lot3)	5% of quoted rate on pro-rata basis
Item No. 1F of Sch./BOQ (Annexure-I) (Applicable for Steel/Pre-engineered Buildings)		
2(i)	On approval (at least Cat-2 i.e. approved with comments) of architectural drawings (Lot1).	15% of quoted rate on prorata basis.
2(ii)	On approval (at least Cat-2 i.e. approved with comments) of architectural drawings (Lot2).	10% of quoted rate on prorata basis.
2(iii)	On approval of all design documents & drawings in Cat-I.	15 % of quoted rate.
2(iv)	On approval (at least Cat-2 i.e approved with comments) of all foundation /structural drawings /Line diagrams (Lot1)	15% of quoted rate on prorata basis.
2(v)	On approval (at least Cat-2 i.e. approved with comments) of connection design & drawing of Column/ Rafter /Beam, Bracings in Elevation & Roof plan etc. (Lot2)	20% of quoted rate on prorata basis
2(vi)	On approval (at least Cat-2 i.e. approved with comments) of miscellaneous details/ design & drawings. (Lot3)	10% of quoted rate on prorata basis
Item No 1 of Sch./BOQ (Annexure I) (Applicable for RCC/Steel/Pre-engineered Buildings)		
3(i)	On approval of all design documents & drawings in Cat-I .	10 % of quoted rate.
3(ii)	On approval of all as-built drawings	5 % of quoted rate.
Item No 2 & 3 of Sch./BOQ (Annexure I)		
4(i)	On approval (at least Cat-2 i.e approved with comments) of design documents & drawings.	80 % of quoted rate.
4(ii)	On approval of all design documents & drawings in Cat-I .	20 % of quoted rate.
Item No. 4 of Sch./BOQ of Items (Annexure-I)		
(i)	On submission of claim after completion of visit.	100% of quoted rate.

Annexure-I
Bill of Quantity and Price Schedule

Name of Work: Civil Design Consultancy work of Substation/Switchyard Control Room/GIS / Misc. Buildings

Sl. No	Description of Items	Unit	Quantity	Unit Rate (Rs)	Amount (Rs)
1	Preparation & submission of design documents & drawings of following Switchyard Control Room/GIS/ Other buildings including their approval from BHEL/ Customer based on input from BHEL				
A	<i>Single storey RCC Building: (Areas given below shall be sum total area of all the floors. For working out area, outer wall to outer wall dimensions shall be considered)</i>				
(i)	Less than or equal to 100sqm	LS	12	41885.68	5,02,628.16
(ii)	Greater than 100sqm but less than or equal to 500sqm	LS	11	44205.20	4,86,257.20
B	<i>Double storey RCC Building: (Areas given below shall be sum of total area of all the floors. For working out area, outer wall to outer wall dimensions shall be considered)</i>				
(i)	Less than or equal to 500sqm	LS	1	53495.78	53,495.78
(ii)	Greater than 500sqm but less than or equal to 1000sqm	LS	3	62936.21	1,88,808.63
(iii)	Greater than 1000sqm but less than or equal to 1500sqm	LS	3	89159.63	2,67,478.89
(iv)	Greater than 1500sqm but less than or equal to 2500sqm	LS	1	114633.81	1,14,633.81
C	<i>Single Storey RCC GIS Building: (Storey height upto 15 meter. Area given below shall be floor area. For working out floor area, outer wall to outer wall dimensions shall be considered)</i>				
(i)	Less than or equal to 500sqm	LS	1	128721.87	1,28,721.87
(ii)	Greater than 500sqm but less than or equal to 1000sqm	LS	1	151437.49	1,51,437.49
(iii)	Greater than 1000sqm but less than or equal to 1500sqm	LS	1	178161.75	1,78,161.75
(iv)	Greater than 1500sqm but less than or equal to 2500sqm	LS	1	204886.01	2,04,886.01
D	<i>Single Storey RCC GIS Building: (Storey height between 15 to 20 meter. Area given below shall be floor area. For working out floor area, outer wall to outer wall dimensions shall be considered)</i>				
(i)	Greater than 2500sqm but less than or equal to 7500sqm	LS	1	235618.91	2,35,618.91

Sl. No	Description of Items	Unit	Quantity	Unit Rate (Rs)	Amount (Rs)
E	Double Storey RCC GIS Building: (Storey height upto 15 meter. Areas given below shall be sum of total area of all the floors. For working out floor area, outer wall to outer wall dimensions shall be considered)				
(i)	Less than or equal to 500sqm	LS	1	175422.92	1,75,422.92
(ii)	Greater than 500sqm but less than or equal to 1000sqm	LS	1	206379.91	2,06,379.91
(iii)	Greater than 1000sqm but less than or equal to 1500sqm	LS	1	242799.89	2,42,799.89
(iv)	Greater than 1500sqm but less than or equal to 2500sqm	LS	1	321017.30	3,21,017.30
(v)	Greater than 2500sqm but less than or equal to 7500sqm	LS	1	369169.90	3,69,169.90
F	Single Storey Structural steel/ Pre-engineered GIS Building (Storey height upto 15 meter. Area given below shall be floor area. For working out floor area, outer wall to outer wall dimensions shall be considered)				
(i)	Less than or equal to 100sqm	LS	3	299176.20	8,97,528.60
(ii)	Greater than 100sqm but less than or equal to 500sqm	LS	3	351972.00	10,55,916.00
(iii)	Greater than 500sqm but less than or equal to 1000sqm	LS	1	469296.00	4,69,296.00
(iv)	Greater than 1000sqm but less than or equal to 1500sqm		1	782160.00	7,82,160.00
(v)	Greater than 1500sqm but less than or equal to 4000sqm	LS	1	899484.00	8,99,484.00
	Note: (1) The area of Mumty /stair head room shall not be considered in the above buildings area. (2) Buildings with RCC frame & RCC roof on metal deck supported by steel beams shall be considered as RCC framed buildings.	LS			
G	Extension of RCC Building at Ground Floor & at First Floor as per approved inputs: (Areas given below shall be sum of total area of extensions at all the floors. For working out area, outer wall to outer wall dimensions of the extension part only shall be considered)				
(i)	Greater than 100sqm but less than equal to 500sqm	LS	1	56642.59	56,642.59
	Note: (1) The area of Mumty /stair head room shall not be considered in the above buildings area. (2) The bidder is advised to visit the site to understand the scope and other site/ building details.	LS			
H	RCC Water Tank on or below ground: (For working out area, outer wall to outer wall dimensions shall be considered)				
(i)	Greater than 100sqm but less than equal to 500sqm	LS	3	37574.42	1,12,723

Sl. No	Description of Items	Unit	Quantity	Unit Rate (Rs)	Amount (Rs)
2	<i>Preparation & submission of design documents & drawings of RCC Under-reamed Pile Foundation including their approval from BHEL/ Customer based on input from BHEL:</i>				
(i)	From 250mm dia to 500mm dia upto 15m length	Type	12	7821.60	93,859.20
3	<i>Preparation & submission of Layout, design & drawing of RCC Bus foundation support & Air bushing foundation including their approval from BHEL / Customer based on input from BHEL for:-</i>				
(i)	Upto 132kV GIS	LS	1	34220.12	34,220.12
(ii)	220kV GIS	LS	3	51601.90	1,54,805.70
(iii)	400kV GIS	LS	4	68983.28	2,75,933.12
4	Visit to Site / Customer's / Consultant's Office				
(i)	LS Allowance per day including boarding, lodging, local conveyance, etc., all inclusive. (BHEL shall pay to & fro Ist AC fare from Bidder's headquarters to Site/ Customer's /Consultant's office for each visit separately.)	day	40	5544.38	2,21,775.20
Total Amount (Rs.)- Excluding GST					88,81,262

Validate

Print

Help

Percentage BoQ

Tender Inviting Authority: BHEL, TBG- SubContracting Department, Sector 62 Noida, UP

Name of Work: Rate Contract for Civil Design Consultancy work of Substation/Switchyard Control Room/GIS/Misc. Buildings for various AIS/GIS Substation /Switchyard upto 765KV Class of BHEL-TBG.

Contract No: TBSM/CIVIL DESIGN CONSULTANCY/RC/TENDER/22-23 DATE 04.10.2022

Name of the Bidder/ Bidding Firm / Company :						
<div>PRICE SCHEDULE</div> <div>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</div>						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	Total amount as per rates in BOQ (as per Annexure-I) for "Rate Contract for Civil Design Consultancy work of Substation/Switchyard Control Room/GIS/Misc. Buildings for various AIS/GIS Substation /Switchyard upto 765KV Class of BHEL-TBG."- Excluding GST	1.000	Nos	8881262.00	8881262.00	INR Eighty Eight Lakh Eighty One Thousand Two Hundred & Sixty Two Only
Total in Figures					8881262.00	INR Eighty Eight Lakh Eighty One Thousand Two Hundred & Sixty Two Only
Quoted Rate in Figures			Select		0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only				

FORMAT OF NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

REF:

Dated.....

**BHARAT HEAVY ELECTRICALS LIMITED,
TRANSMISSION BUSINESS GROUP,
10TH FLOOR. JOY TOWER. PLOT NO. C-20, 1/1A,
C BLOCK, PHASE 2, INDUSTRIAL AREA,
SECTOR-62, NOIDA – 201301 (U.P.)**

SUB.: Tender for "Rate Contract for Civil Design Consultancy work of Substation/Switchyard Control Room/GIS/Misc. Buildings for various AIS/GIS Substation /Switchyard upto 765KV Class of BHEL-TBG."

TENDER NO.: - TBSM/CIVIL DESIGN CONSULTANCY/RC/TENDER/22-23

Date 04.10.2022

Dear Sir,

With reference to above, this is to confirm that as per tender conditions, we have visited subject site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

REF:.....

Date.....

To,

**BHARAT HEAVY ELECTRICALS LIMITED,
TRANSMISSION BUSINESS GROUP,
10TH FLOOR, JOY TOWER, PLOT NO. C-20, 1/1A,
C BLOCK, PHASE 2, INDUSTRIAL AREA,
SECTOR-62, NOIDA – 201301 (U.P.)**

Dear Sir,

Sub : Declaration for relation in BHEL

Ref : 1) NIT/Tender Specification No..... ,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

Tick(√) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company / Firm HAVE relation / relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder / Contractor.

FORMATS FOR EPAYMENTS

To,

AGM (Finance)
Transmission Business Group
BHEL, TBG Finance, 10th Floor,
Joy Tower, Plot no. C-20, 1/1a,
C block, phase 2, Industrial Area,
Sector-62, noida – 201301 (U.P.)

Subject: E-Payments vide RTGS/NEFT

I/We request and authorise you to effect Epayment vide any of the above two modes to my/our bank account as per the details given below:

Vendor Name :

Title/Name of Account in the bank :

Account Type(Saving /current) :

Bank Account Number

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Name & address of Bank

Bank /Branch contact person's name :

Bank /Branch Tele Numbers with STD code :

Bank Branch MICR code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(please enclose a copy of a cheque. This cheque should not be a payable at par cheque)

Bank Branch RTGS IFSC code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank Branch NEFT IFSC code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(you can obtain this from branch where you have your account)

Your Email address :

(not more than 20 character)

Name of the Authorised Signatory : (Please mention here name of person from your organization signing this letter.)

Contact Person's name : (please mention here the name of a person in your company/organization)

I/We confirm that information provided above is correct & any consequences due to any mistake in above will be borne by us.

Thanking you

For
(Authorised Signatory)

We confirm that we are enabled for receiving RTGS/NEFT credits and we further confirm that the account number of (Please mention here name of the account holder), the signature of the authorised signatory and the MICR and IFSC Codes of our branch mentioned above are correct.

Bank's Verification
(Manager's/Officers signature under
bank Stamp)

Note:- Please attach cancelled original Cheque leaf.