
 SOLAR BUSINESS DIVISION	NOTICE INVITING TENDER (NIT) REV 02	<u>TENDER NO.</u> <u>TGPWCC0004</u>
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2023

**BHARAT HEAVY ELECTRICALS LIMITED
SOLAR BUSINESS DIVISION, BENGALURU
TENDER DOCUMENT**

**Name: PRAGADEESH T G
Designation: Sr. Manager/WCC
BHEL- SBD, Bengaluru**

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NOTICE INVITING TENDER

1. BHEL/ SBD (A Govt. of India Undertaking) invites Tender for engaging a Contractor for “Construction of RCC retaining wall, box culvert and other associated works.”
2. The enquiry has been floated through e-procurement and offers shall be accepted through e-procurement only.
BHEL shall neither entertain offers through hard copy nor provide any due date extension on account of the same. Interested vendors who do not have login ID and password are requested to register themselves on <https://eprocurebhel.co.in> through “Online Bidder Enrolment” link available on the portal.
3. Class-III, SHA2 2048 BIT – Signing & Encryption, Digital Signature Certificate (DSC) is required for bidders for authentication purpose (log in and bid submission). Vendors, who do not possess the DSC, are requested to obtain the same. The procedure for obtaining DSCs is detailed in the “Seller Manual” available on the above-mentioned website.

<u>Tender reference No: TGPWCC0004</u>


For all clarifications/ issues related to the tender, please contact:

(i) Commercial:

Mr. PRAGADEESH T G, Sr. Manager / Works Engineering Contract, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012
E-MAIL: pragadeeshtg@bhel.in
Ph. No. +91-080-2218-2232 Or 9742576787
Mr. Vinay Kumar, AGM / Works Contract Cell, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012
E-MAIL: vinay@bhel.in
Ph. No. +91-080-2218-2435 Or 8874200815


(ii) Technical:

Mr. Thavamani Charles Manager/PV-Civil
BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012
E-MAIL: charlesthavamani@bhel.in
Ph. No. +91-080-22182407 Or 9884747910
Mrs. Punam Mishra, SDGM/ PV-Engg
BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012
E-MAIL: punammishra@bhel.in
Ph. No. +91-080-22182328 or 9448987217


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TENDER DOCUMENT
PART – A
VOLUME - I


1.	GENERAL INFORMATION
2.	SCOPE OF WORK
3.	PRE- QUALIFICATION CRITERIA
4.	OTHERS ELIGIBILITY CRITERIA
5.	PRICE VARIATION CLAUSE
6.	PAYMENT TERMS
7.	ANNEXURES

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1.	General Information	
1.1.	Tender Reference Number:	TGPWCC0004
1.2.	Tender Name:	Construction of RCC retaining wall, box culvert and other associated works.
1.3.	Tender System	Single Stage, Two Part Bid Part – A: Techno-Commercial & PQR Part – B: Price Bid
1.4.	Tender Type	Works Contract
1.5.	Estimated Value of Contract	INR 2,70,78,438.00 (Indian Rupees Two crore seventy lakhs seventy eight thousand four hundred and thirty eight only) Plus applicable GST
1.6.	Duration of Contract	90 Days
1.7.	Qualifying Requirement	As per NIT Terms & Conditions
1.8.	Earnest Money Deposit to accompany Tender	INR 2,00,000.00 (Indian Rupees Two lakhs only) in the form of Electronic Fund Transfer credited in BHEL-SBD, Bengaluru account (before tender opening-Part A) Crossed Demand Draft favoring BHEL SBD Bengaluru payable at Bengaluru If submitted through DD, the DD in original should reach to the office of undersigned within 7 days of Part A bid opening. NO EXEMPTION OF EMD FOR MSEs/ Start-ups since it's a Works Contract.
1.9.	Security Deposit	10 % of the contract value
1.10.	Cost of Tender documents	NIL
1.11.	Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.12.	Pre- BID Meeting	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.13.	Last date for Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.14.	Last date for submission of tender doc	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.15.	Date and time of opening of	As per Enquiry / RFQ / Notification on www.bhel.com

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	Tender (Part-A)	& https://eprocurebhel.co.in
1.16.	Tender Submission Place	Online at https://eprocurebhel.co.in
1.17.	Tender Opening Place	Online at https://eprocurebhel.co.in
1.18.	Dealing Officer (For any Clarifications)	Pragadeesh T G Sr. Manager – Works Contract Cell Contact No.: 080-2218-2232 or 9742576787 Email: pragadeeshtg@bhel.in
1.19.	Reverse Auction	BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction – 2021 as available on www.bhel.com) for this tender. RA shall be conducted among 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.
1.20.	Quantity Splitting	<ol style="list-style-type: none"> 1. L1, and L2 bidder's with Raghnesda 1 plot to L1, Raghnesda 2 plot to L2 respectively , in such case L2, has to match the price of L1 bidder. 2. In case of denial of the same by L2, L3 L4..ETC, it shall be countered offer subsequently to all other bidder's till BHEL gets two vendors to accept L1 price and then scope of work shall be allotted as mentioned above. 3. However in any case if all bidders deny to match L1 rates it would be counter offered to L1 to execute entire scope of work. 4. In case of denial of the same by L1 bidder BHEL will have rights to re float the balance/ entire scope of work.
1.21.	Bid participation note	Firms debarred/Banned by BHEL are not eligible to participate in the tender. Any bidder on whom Show Cause Notice / Risk & Cost action initiated/ implemented in last 2 years from tender opening date are not eligible for participation in this tender. The tender envelope submitted by such a firms/ bidder will

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		not be considered for evaluation and no communication in this regard will be entertained.
2.	SCOPE OF WORK	
2.1.	Construction of RCC retaining wall and box culvert at 2 x 100 MW GSECL Raghnesda solar plant, Gujarat . Details Scope of work as per Annexure -I	
3.	PRE- QUALIFICATION CRITERIA	
3.1.	<p>Technical PQC</p> <p>Experience of having successfully completed Retaining wall (or) RCC construction during last 7 years from the date of opening of part A of the tender</p> <p>a) Three similar completed Retaining wall (or) RCC construction work each costing not less than an amount equal to 40% of maximum quantum of work envisaged on one contractor (i.e., Rs. 1,08,31,202.00).</p> <p style="text-align: center;">OR</p> <p>b) Two similar completed Retaining wall (or) RCC construction work each costing not less than an amount equal to 50% of maximum quantum of work envisaged on one contractor (i.e., Rs. 1,35,39,003.00).</p> <p style="text-align: center;">OR</p> <p>c) One similar completed Retaining wall (or) RCC construction work each costing not less than an amount equal to 80% of maximum quantum of work envisaged on one contractor (i.e., Rs. 2,16,62,404.00).</p> <p>Similar works includes Retaining wall construction and RCC construction work only</p>	
3.2.	<p>Average Annual Financial turnover during the last 3 years ending 31st March of the previous financial year, should be at least INR 81,23,402.00</p> <p>Audited Balance sheet and profit& Loss account OR Turn over Certificate from Chartered Accountant to be enclosed for the FY 20-21, 21-22 and 22-23.</p> <p>Note: If Audited Balance sheet and profit& Loss account OR Turn over Certificate from Chartered Accountant is not available for FY 2022-23, then same for FY-2019-20 to be submitted for TO calculation for last 3 years.</p>	
4.	OTHERS ELIGIBILITY CRITERIA	
4.1.	The bidder shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.	
4.2.	A copy of GST to be submitted.	
4.3.	Bidder to submit declaration for obtaining the essential license under Contract Labor (Regulation & Abolition) Act 1970 after award of work. Form-5 will be issued to	


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	successful bidder by BHEL for applying the license. Successful bidder has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract.
4.4.	Bidder should have independent ESI Employer code under ESI Act 1948. Photocopy of letter from ESI Corp. to establish that bidder is independently registered as an employer under ESI to be produced.
4.5.	Bidder should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952. Photocopy of letter from PF Commissioner's Office to establish that bidder is independently registered as an employer PF to be produced.
4.6.	There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. During the course of work, if any such information comes to light, the contract may be terminated.
4.7.	The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
4.8.	In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
4.9.	If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
5.	PRICE VARIATION CLAUSE: Not Applicable
6.	<u>PAYMENT TERMS</u>
6.1.	Payment terms shall be as per GCC clause 2.6. Bills will be prepared after taking joint measurement as per actual work done at site. Payment time line shall be 45 days for Micro & Small Enterprises (MSEs), 60 Days for Medium Enterprises and 90 days for Non-MSME bidders from date of certification of invoice/bill.
6.2.	GST will be reimbursed to the contractor after the contractor pays GST, files return and submits a proof of the same to BHEL. GST TDS will be done @ 2%. Income Tax TDS will be done as applicable.
7.	Annexures
7.1	Detailed Scope of Work – Annexure I
7.2	TECHNO-COMMERCIAL BID APPLICATION- ANNEXURE – II

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7.3	Bidder Information – Annexure III
7.4	CHECKLIST OF ENCLOSURES – Annexure IV
7.5	Declaration by Bidder-I – Annexure V
7.6	Declaration by Bidder-II – Annexure VI
7.7	Unpriced BID- Annexure VII
7.8	PPP-MII Format- Annexure VIII
7.9	Deviations Sheet- Annexure IX
7.10	Border Sharing format
7.11	Conflict of Interest among Bidders/ Agents


Bidder's signature with date and seal

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7.1 ANNEXURE – I: SCOPE OF WORK

Name of work: Construction of RCC retaining wall and box culvert at 2 x 100 MW GSECL Raghnesda solar plant, Gujarat


SNO	DESCRIPTION	UOM	QTY
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 2km and lift upto 1.5m, disposed earth to be levelled and neatly dressed.all type of soil as per direction of Engineer in charge.	Cum	1419.572
2	Filling available excavated earth/murram (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 2 km and lift upto 1.5 m complete as per direction of Engineer in charge.	Cum	141.96
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:4:8 (1Cement : 4 coarse sand : 8 graded stone aggregate 20 mm nominal size) complete as per direction of Engineer in charge.	Cum	5.00
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	135.59
5	Providing and laying in position machine batched and machine mixed design mix M-30 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. All works upto plinth level[As per BHEL/GSECL Requirement]	Cum	225.09

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6	Providing and laying in position machine batched and machine mixed design mix M-30 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. All works above plinth level upto floor V level [As per BHEL/GSECL Requirement]	Cum	648.78
7	Centering and shuttering including strutting, propping etc. and removal of form for :Foundations, footings, pedestal, bases of columns etc. for mass complete as per direction of Engineer in charge.	sqm	615.38
8	Centering and shuttering including strutting, propping etc. and removal of form for all heights : plinth beams, Tie/Lintel beams, girders, bressumers and cantilevers FOR ANY HEIGHT	sqm	2,328.48
9	Centering and shuttering including strutting, propping etc. and removal of form for all heights : Walls (any thickness)/cable trench wall including attached pilasters, butteresses, plinth and string courses etc.	sqm	7,829.85
10	Supplying and filling in plinth with sand/murum under floors, including watering,ramming, consolidating and dressing complete.	Cum	20.00
11	Dry stone SOLING AVERAGE 22.5 cm thick including supply of stones, ramming with sand and preparing surface complete.	sqm	315.95
12	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 up to plinth level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	10.00
13	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	10.00
14	12 mm cement plaster of mix : 1:6 (1 cement: 6 coarse sand): INTERNAL PLASTER	sqm	20.00


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15	Boring, providing and installation bored cast-in-situ reinforced cement concrete piles of grade M-30 of specified diameter and length below the pile cap, to carry a safe working load not less than specified, excluding the cost of steel reinforcement but including the cost of boring with bentonite solution and temporary casing of appropriate length for setting out and removal of same and the length of the pile to be embedded in the pile cap etc. by percussion drilling using Direct mud circulation (DMC) or Bailer and chisel technique by tripod and mechanical Winch Machine all complete, including removal of excavated earth with all its lifts and leads (length of pile for payment shall be measured up to bottom of pile cap). 450 mm Dia	RM	2,587.20
16	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. All works upto floor V level	cum	10.00
18	Painting on Angles and steel structures with epoxy based synthetic enamel paint of approved brand and manufacture of Siemens Grey RAL - 7032. Thickness of paint shall be not less than 75 micron: Two or more coats on new work of approved brand and manufacture as per direction of Engineer-in -charge.	sqm	200.01
19	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand) all complete as per direction of Engineer-in -charge	cum	1.00
20	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, complete gates arrangements/Fittings (structural part including locking arrangements) , Cattle catcher etc as per drawings and similar works all complete as per direction of Engineer-in -charge	KG	1,782.78
21	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto all level. Thermo-Mechanically Treated bars of grade Fe-500D or more. [CRS steel]	kg	91,810.52
22	supply & erection of C.I. sluice valve (with caps) class I: 300 mm dia	no	7.00

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Remarks:

1. Please refer applicable BOQ under ANNEXURE VII Unpriced BID.
2. TECHNICAL SPECIFICATIONS, FIELD QUALITY PLAN (FQP-CIVIL)

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7.2 ANNEXURE – II TECHNO-COMMERCIAL BID APPLICATION

To,

Sr. Manager / WCC
Bharat Heavy Electricals Limited
Solar Business Division,
IISc Post, Malleswaram,
Bengaluru – 560 012

Dear Sir,

I / We hereby offer to carry out the work “**Construction of RCC retaining wall and box culvert at 2 x 100 MW GSECL Raghanesda solar plant, Gujarat**”.


I / We have carefully perused the all the clauses mentioned in NIT and agree to abide with the same.

1. Notice Inviting Tender – Part A Volume 1
2. Technical specification, FQP, drawing – Part A Volume 1
3. Notice Inviting Tender – Part A Volume 2
4. Price Bid Format - Part – B

I/ We further agree to execute all the works referred to in the said documents.


I declare that, there was never / is no litigation or charge under investigation / enquiry / trial against me / us, nor conviction in a court of law or suspended or blacklisted by any organization on any grounds.

Signature of Tenderer
Date:

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7.3 ANNEXURE – III: BIDDER INFORMATION

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)
1	Name of the Company	
2	Name of Authorized Signatory	
3	Name of Contact person for this tender	
4	Email-id of contact person	
5	Contact number	
6	Bank Account Details (Name of Bank, Branch and Account Number). Cancelled Cheque to be enclosed	
7	Details of Relatives employed in BHEL, Name Designation and Unit - Clause 4.8	
	Relative 1	
	Relative 2	
	Relative 3	

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7.4 ANNEXURE – IV: CHECKLIST OF ENCLOSURES


S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)	Whether proof / document enclosed (YES / NO)
1	Documentary Evidence as per Clause 3.1		
2	Declaration as per cl. 4.3		
3	GSTIN certificate should be submitted (under Cl. 4.2)		
4	Average turnover of last 3 years - Clause 3.2		
5	PAN No. - Clause 4.1		
6	ESI -Clause 4.4		
7	PF- Clause 4.5		
8	Non-Disclosure Agreement		
9	EMD Details (DD No., Amount, Date & Bank)		
10	PPP-MII Format to be enclosed - Annexure VIII		
11	Boarder sharing (Applicable Annexure-D (i) or D(ii) to be submitted in letter head)		

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7.5 ANNEXURE – V: BIDDER DECLARATION - I

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)
1	I have carefully read the Tender Terms and Conditions and I submit my agreement for the same.	
2	I have completely understood the scope of work and submit my agreement to carry out the work as per mentioned in Tender document.	
3	I have quoted rates for the total scope of work mentioned in the tender document	
5	I have understood and accepted the payment terms of BHEL as per Cl.6	
6	I am responsible for the safety of workmen deployed and agree to fulfil the requirements as per tender terms	
7	I agree to participate in the tender and carry out the work (if awarded) ethically and submit my agreement to various requirements in this contract.	
8	I have carefully read the Tender Terms and Conditions and I submit my agreement for the same.	
9	Signed and submitted the deviations sheet	

Bidder's signature with date and seal

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7.6 ANNEXURE – VI, BIDDER DECLARATION - II

I, -----, aged-----Yrs., S/o -----,

Residing at -----


Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases/Civil/Labor pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labor who is more than 18 years of age and less than 58 years and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the laborers to be employed against this tender and arrange for police verification.
- (xii) I shall employ and deploy suitable qualified personnel for supervision of the work in each shift and additionally as required for monitoring compliance to process requirements and compliance to contract terms & conditions.

[Signature with Name & seal of the Tenderer]


Date :

Bidder's signature with date and seal

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Place :

Bidder's signature with date and seal


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7.7 ANNEXURE VII Unpriced BID


SNO	DESCRIPTION	UOM	QTY	Unit Rate	Total Rate
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 2km and lift upto 1.5m, disposed earth to be levelled and neatly dressed.all type of soil as per direction of Engineer in charge.	Cum	1419.572	174.11	2,47,162.00
2	Filling available excavated earth/murram (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 2 km and lift upto 1.5 m complete as per direction of Engineer in charge.	Cum	141.96	215.21	30,551.00
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:4:8 (1Cement : 4 coarse sand : 8 graded stone aggregate 20 mm nominal size) complete as per direction of Engineer in charge.	Cum	5.00	5,361.06	26,806.00
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	135.59	5,791.02	7,85,221.00

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5	Providing and laying in position machine batched and machine mixed design mix M-30 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. All works upto plinth level[As per BHEL/GSECL Requirement]	Cum	225.09	7,579.30	17,05,998.00
6	Providing and laying in position machine batched and machine mixed design mix M-30 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. All works above plinth level upto floor V level [As per BHEL/GSECL Requirement]	Cum	648.78	8,954.17	58,09,330.00
7	Centering and shuttering including strutting, propping etc. and removal of form for :Foundations, footings, pedestal, bases of columns etc. for mass complete as per direction of Engineer in charge.	sqm	615.38	260.97	1,60,599.00

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8	Centering and shuttering including strutting, propping etc. and removal of form for all heights : plinth beams, Tie/Lintel beams, girders, bressumers and cantilevers FOR ANY HEIGHT	sqm	2,328.48	515.55	12,00,450.00
9	Centering and shuttering including strutting, propping etc. and removal of form for all heights : Walls (any thickness)/cable trench wall including attached pilasters, butteresses, plinth and string courses etc.	sqm	7,829.85	567.42	44,42,777.00
10	Supplying and filling in plinth with sand/murrun under floors, including watering,ramming, consolidating and dressing complete.	Cum	20.00	1,831.53	36,631.00
11	Dry stone SOLING AVERAGE 22.5 cm thick including supply of stones, ramming with sand and preparing surface complete.	sqm	315.95	696.57	2,20,082.00
12	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 up to plinth level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	10.00	4,703.35	47,034.00
13	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	10.00	7,024.03	70,241.00
14	12 mm cement plaster of mix : 1:6 (1 cement: 6 coarse sand): INTERNAL PLASTER	sqm	20.00	249.45	4,989.00

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15	Boring, providing and installation bored cast-in-situ reinforced cement concrete piles of grade M-30 of specified diameter and length below the pile cap, to carry a safe working load not less than specified, excluding the cost of steel reinforcement but including the cost of boring with bentonite solution and temporary casing of appropriate length for setting out and removal of same and the length of the pile to be embedded in the pile cap etc. by percussion drilling using Direct mud circulation (DMC) or Bailer and chisel technique by tripod and mechanical Winch Machine all complete, including removal of excavated earth with all its lifts and leads (length of pile for payment shall be measured up to bottom of pile cap). 450 mm Dia	RM	2,587.20	1,624.07	42,01,788.20
16	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. All works upto floor V level	cum	10.00	6,777.37	67,773.73


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18	Painting on Angles and steel structures with epoxy based synthetic enamel paint of approved brand and manufacture of Siemens Grey RAL - 7032. Thickness of paint shall be not less than 75 micron: Two or more coats on new work of approved brand and manufacture as per direction of Engineer-in -charge.	sqm	200.01	162.20	32,441.49
19	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand) all complete as per direction of Engineer-in -charge	cum	1.00	5,642.58	5,642.58
20	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, complete gates arrangements/Fittings (structural part including locking arrangements) , Cattle catcher etc as per drawings and similar works all complete as per direction of Engineer-in -charge	KG	1,782.78	120.59	2,14,991.41
21	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto all level. Thermo-Mechanically Treated bars of grade Fe-500D or more. [CRS steel]	kg	91,810.52	75.97	69,75,265.36
22	supply & erection of C.I. sluice valve (with caps) class I: 300 mm dia	no	7.00	13,135.59	91,949.15
					2,70,78,438.16

Note: 1.GST Extra applicable (on Total Quoted Price/Rate):.....% .

(To be indicated by bidder along with Techno Commercial Bid).

2.Bidders Quoted percentage (%) is applicable to each line item estimated rate to arrive Unit Rate.

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7.8 ANNEXURE- VIII, PPP-MII Format

FORMAT FOR VERIFICATION OF LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER

(To be submitted with the offer)

[Applicable for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore]

Self-certification giving the percentage of local content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]

Item Name : **Construction of RCC retaining wall and box culvert at 2 x 100 MW**

Raghanesda solar plant, Gujarat

Enquiry No. : **TGPWCC0004**

Project: **Ph-01 & Ph-02 at 2X100MW GSECL Raghanesda solar PV plant, Gujarat**

Applicable percentage of Local Content.....

(Bidder to indicate local content in percentage)

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any [hereinafter, “PPP-MII Order”] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

In line with the provisions of the PPP-MII Order, We, M/s. [Enter the name of the Bidder] [hereinafter, “Local Supplier”] submits self-certification to M/s. Bharat Heavy Electricals Limited [hereinafter, BHEL] regarding Local Content in Goods/Services/Works to be supplied by the Local Supplier **Erection of SCB supporting structure** (Enter the name of the Equipment/Item for Project), wherein we have agreed to abide by the terms and conditions of the PPP-MII Order.

Details of location at which local value addition will be made is as follows:


We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.


For and on behalf of, Date:

Authorized Signatory
(With Company Seal & Signature)

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by BHEL.

Bidder's signature with date and seal

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7.9 ANNEXURE -IX: DEVIATION SHEET


Sl No.	Volume	Part/Clause Sl no.	NIT requirement	Bidder's Deviation

Total No. of deviations proposed by the Bidder- _____ nos.

BIDDER'S SIGN & SEAL:

Note: The Offers should be in full conformity with the terms and conditions of this tender. Incorrect and incomplete tenders are liable to be rejected. Deviations, if any, should only be mentioned as per format for Non-Technical Deviations (i.e. General Terms & Conditions, Commercial Terms etc.) & Technical Deviations (i.e. Scope of Work, Modalities of Contract etc.). BHEL at its discretion whether to give any further chance to a bidder in case of any deviation or reject the same offer.

Bidder's signature with date and seal

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Annexure-D (i)

(Compliance to be submitted in the bidder's letter head)

(as applicable)

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Item Name :	Construction of RCC retaining wall and box culvert at 2 x 100 MW Raghnesda solar plant, Gujarat
Enquiry No. :	<u>TGPWCC0004</u>
Project :	<u>Ph-01 & Ph-02 at 2X100MW Raghnesda solar PV plant, Gujrat.</u>


We M/s. _____ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We hereby certify that **we are not from such a country** and eligible to be considered for this tender.

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of _____ (Name of the bidder)

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

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Annexure-D (ii)

**(Compliance to be submitted in the bidder's letter head)
(as applicable)**

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Item Name :	Construction of RCC retaining wall and box culvert at 2 x 100 MW Raghnesda solar plant, Gujarat
Enquiry No. :	TGPWCC0004
Project :	Ph-01 & Ph-02 at 2X100MW Raghnesda solar PV plant, Gujrat


We M/s. _____ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We are from such a country which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. **Evidence of valid registration by the Competent Authority is attached.**

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of _____ (Name of the bidder)

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

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Conflict of Interest among Bidders/ Agents

“A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal;**or**
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.”


Signature with company seal -

Name –

Company / Organization –


Designation within Company / Organization –

Address of Company / Organization –


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TENDER DOCUMENT
PART – A
VOLUME - II


1.	INSTRUCTION TO BIDDER
2.	EARNEST MONEY DEPOSIT (EMD):
3.	SECURITY DEPOSIT (SD) :
4.	NON-DISCLOSURE AGREEMENT
5.	CONFIDENTIALITY
6.	STATUTORY REQUIREMENTS
7.	PERIOD OF CONTRACT
8.	FAILURE TO COMPLY WITH CONTRACT
9.	SUB-CONTRACTING
10.	LAWS GOVERNING THE CONTRACT
11.	LEGAL JURISDICTION:
12.	ARBITRATION & CONCILIATION:
13.	COMPENSATION:
14.	PENALTY/ LD FOR DELAYED DELIVERY
15.	REVERSE AUCTION
16.	CONCILIATION CLAUSE – Annexure IA
17.	MAKE IN INDIA CLAUSE
18.	FORMATS

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1.	INSTRUCTION TO BIDDER
1.1	<p>Tender is a two-part bid system. The tender documents consist of Part - A and Part - B as detailed below:</p> <ol style="list-style-type: none"> Part 'A': Techno-commercial Bid duly sealed and signed to be uploaded at the web-portal (https://eprocurebhel.co.in) on or before the due date. Part 'B': Price Bid to be quoted in prescribed format available on web portal (https://eprocurebhel.co.in) on or before the due date.
1.2	<p>Envelope 1: Techno-Commercial Offer</p> <ol style="list-style-type: none"> Documents to be uploaded at NIC web portal (https://eprocurebhel.co.in): <ol style="list-style-type: none"> Earnest Money Deposit (EMD) either in the form of DD or UTR Number (if paid through EFT) at the space provided. Duly completed tender documents volume I&II(Part-A) sign and Sealed. Each and every page of tender documents should be sealed signed. Documents satisfying PQR/Eligibility Criteria as per relevant clause of NIT. Any other documents as per Tender requirements. Each and every page of tender documents should be sealed & signed by the tenderer Any other documents as per Tender requirements. The tenderer shall not indicate the price or rate in this Envelope. <p>Envelope 2: Part 'B': Online Price-Bid. To be submitted online at NIC web portal (https://eprocurebhel.co.in)</p>
1.3	The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.
1.4	The techno-commercial offer will be opened on the due date. The tenders meeting our techno-commercial requirements will be considered for online initial sealed bid auction at a later date for which eligible vendors will be intimated in due course.
1.5	The tender forms duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasing will render the tender invalid. Corrections, over writing, cutting(s) etc. are not permitted. All entries in the tender document should be in one ink. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the relevant columns are left blank, the tender can be rejected. However, alteration neatly carried out and duly attested over with the full signature of the tenderer is permitted.
1.6	The tenderer should submit the tender documents intact without detaching any page or pages

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1.7	Before making the offer, the bidders are advised to carefully go through the terms and conditions, which form part of the Agreement.
1.8	Tender documents consisting of Part 'A' Volume I & II duly sealed and signed and Part 'B' shall be uploaded duly on or before the said Date and Time. Part 'A' Volume I & II of tender form i.e. PQR and Techno-commercial Bid will be opened on specified Tender Due Date and Time. Bidders who qualify the PQR & Techno-commercial Bid will be intimated to participate in R.A.
1.9	BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
1.10	PRICE BID - The tenderers are required to submit their quotation for all the items listed in the Price Bid format given along with the tender documents. The price should be quoted for each activity after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulties in execution of the contract.
1.11	Contractor to ensure payment of Minimum Wages payable as per statutory provisions of the Appropriate Govt.
1.12	VALIDITY OF RATES: The rates quoted should be valid for 90 days initially from the date of opening of the Techno-Commercial bid. (Part-A)
1.13	The rates shall include the payments on account of Employee contribution to PF, PF Admin. Charges, EDLI, Employer contribution to ESI, Gratuity, Bonus as per statutory requirement, applicable taxes, as per the directives issued by BHEL from time to time.
1.14	BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
1.15	BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
1.16	Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
1.17	Tender document should be complete in all respects.
1.18	Successful tenderers shall enter into an Agreement on a non-judicial stamp paper of Rs.100/- as a token of having accepted the rates, terms and conditions of the contract as per the Proforma given by BHEL.
1.19	The Offers should be in full conformity with the terms and conditions of this tender. No contradictions are acceptable. Incorrect and incomplete tenders are liable for rejection.
1.20	Tenders not submitted in the prescribed forms are liable for rejection.

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1.21	BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
1.22	If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
1.23	If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
1.24	Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL SBD for the contract purposes.
1.25	Benefit (including Turn Over and experience criteria) for MSME / NSIC bidders not available in this contract.
1.26	Start-up companies will be provided benefits and relaxation as per the latest Government norms. For availing the start-up benefits, relevant certificates issued by Department for Promotion of Industry and Internal trade shall be submitted along with the tender
1.27	Evaluation of Bids
1.28	Techno-Commercial Bid & PQR: The techno-commercial bid & PQR will be evaluated based on the eligibility criteria and on acceptance of NIT terms and conditions of BHEL. Only qualified bids will be eligible for price-bid opening.
1.29	Evaluation of Price-Bids: Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis (Grand Total Price for all the items indicated in Price Bid minus tax credit, if, any)
1.30	Compensation to Contractor: No compensation to contractor shall be given for prior completion/ early closure or any negative/ positive variation in contract value
2.	EARNEST MONEY DEPOSIT (EMD):
2.1.	Earnest Money Deposit (EMD) is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. Earnest Money Deposit as indicated in the NIT (Ref. General Information) is to be submitted along with tender documents Part – A.

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2.2.	<p>Modes of deposit The EMD may be accepted only in the following forms:</p> <ul style="list-style-type: none"> (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) (iii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer) (iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL and duly discharged on the back) (v) Insurance Surety Bonds. <p>In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms described above and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.</p>
2.3.	<p>Forfeiture of EMD EMD by the Tenderer will be forfeited as per NIT conditions, if:</p> <ul style="list-style-type: none"> i) After opening the tender and within the offer validity period, the tenderer 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 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
2.4.	EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
2.5.	EMD shall not carry any interest.
2.6.	EMD of successful tenderer will be retained as part of Security Deposit.
3.	SECURITY DEPOSIT (SD) :
3.1.	Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
3.2.	The total amount of Security Deposit will be 10 % of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

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3.3.	<p>Modes of deposit: The balance amount to make up the required Security Deposit may be accepted in the following forms:</p> <ol style="list-style-type: none"> Cash (as permissible under the extant Income Tax Act) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) Electronic Fund Transfer credited in BHEL account. Insurance Surety Bonds <p>(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)</p>
3.4.	<p>Collection of Security: At least 50% of the required Security Deposit, including the EMD should be collected before start of the work or within 14 days from the date of Work Order (whichever is later). Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. 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 recovered from payment/s due to the Contractor.</p> <p>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, with the approval of the authority competent to award the work.</p>
3.5.	Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
3.6.	The Security Deposit shall not carry any interest.

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3.7.	<p>Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.</p> <p>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.</p>
4.0	<p>NON DISCLOSURE AGREEMENT. The contractor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format (Copy enclosed) in compliance to Information Security Management System.</p>
5.	<p>CONFIDENTIALITY: The contractor and his representatives shall, at all times, undertake to maintain and ensure complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to BHEL and also of the systems, procedures, reports, input documents, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.</p>
6	<p>STATUTORY REQUIREMENTS:</p>
6.1	<p>While quoting the rate, the tenderers are advised to take note of minimum wages payable to workmen.</p>
6.2	<p>The tenderer will be required to comply with all the statutory provisions such as Minimum Wages prevailing at the time of payment or arrears thereof Bonus, PF, EDLI, ESI, Applicable Tax, declared Holidays, leave, etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month.</p>
6.3	<p>The Contractor shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979, Employees Compensation Act (...), Maternity Benefit Act 1961, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The contractor, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.</p>
6.4	<p>The contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the contractor or his representative.</p>
6.5	<p>The contractor shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.</p>

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6.6	The contractor shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred.
6.7	The Income tax as applicable will be deducted from the bill of the contractor.
6.8	Each contractor will be required to maintain the daily attendance of his labors in the prescribed Performa for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.
6.9	The contractor will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers
6.10	The contractor will have to extend paid National Holidays and Festival Holidays to their workmen as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.
6.11	COMPLAINCE WITH BOCW ACT: The contractor shall get registered and comply with the provisions of BOCW Act along with the allied rules and pay cess as per Cess Act along with allied rules. As applicable. The contractor shall also indemnify BHEL from all consequences/liabilities / penalties in case of non-compliance of the provisions of BOCW Act along with the allied rules and cess act.
7	<u>PERIOD OF CONTRACT</u>
7.1	Duration of contract is as mentioned in the General Information of NIT
8	<u>FAILURE TO COMPLY WITH CONTRACT</u>
8.1	Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
8.2	In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the tenderer, the tenderer is liable to compensate the same.
8.3	deleted

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8.4	<p>Breach of contract and Termination: In case of breach of contract, recovery of an amount 10% of the contract value shall be levied by BHEL. The value of security instruments like Bank guarantees (BG) or Security deposits etc. available with BHEL against the said contract, the same shall be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other Dues available with BHEL (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal action against contractor shall be taken. Above is in addition to levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per the contract. The following sequence shall be applicable for recoveries from contractor/ supplier, who has breached the contract: a) Dues available in the form of Bills payable to contractor/ supplier, Security deposits, Bank Guarantees against the same contract in BHEL SBD. b) Dues payable to contractor/ supplier against other contracts in BHEL SBD or any other units/regions of BHEL shall be considered for recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor/ supplier. iii). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor/supplier.</p>
9	<p><u>SUB-CONTRACTING</u></p>
9.1	<p>The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.</p>
10.	<p><u>LAWS GOVERNING THE CONTRACT</u></p>
10.1	<p>The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.</p>
10.2	<p>All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.</p>
10.3	<p>All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions and in the event of failure such disputes shall be referred to the Arbitrator.</p>
11.	<p><u>LEGAL JURISDICTION:</u></p>
11.1	<p>In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Bengaluru, where BHEL – SBD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-SBD is situated and no other court shall have the jurisdiction.</p>

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11.2	CARTEL FORMATION: The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, 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.
12	ARBITRATION & CONCILIATION:
12.1	Except as provided 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 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 Solar Business Division.
12.2	The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties
12.3	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 Bengaluru.
12.4	The cost of arbitration shall be borne as per the award of the Arbitrator.
12.5	Subject to the arbitration in terms of 11.3, the Courts at Bengaluru shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
12.6	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.
13	COMPENSATION:

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13.1	<p>“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.</p> <p>a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.</p> <p>b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.</p> <p>c) Compensation in respect of each of the victims:</p> <p>(i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)</p> <p>(ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)</p> <p>d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to Section 2 (I) of the Employee’s Compensation Act, 1923.”</p>
14	PENALTY/ LD FOR DELAYED DELIVERY: As per Clause 2.7.9 of GCC
15.	Details related to Reverse Auction: BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction – 2021 as available on www.bhel.com) for this tender.
16	BHEL GCC (enclosed – refer -Buyer Added Bid Specific SLA). In case of any conflict between the BHEL General Conditions of Contract and NIT/Tender Terms, provisions contained in the NIT/Tender terms shall prevail. Also BHEL GCC shall prevail over GeM SLA and GeM General Terms and Conditions.

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17

Integrity Pact: **APPLICABLE** (As per attached Format)

(a)IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl no	IEM	EMAIL
1.	Shri. Otem Dai, IAS (Retd.)	Iem1@bhel.in
2.	Shri Bishwamitra Pandey IRAS (Retd.)	Iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd)	Iem3@bhel.in


(b)The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/Three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.


(c)Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:
No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department officials whose contact details are provided below..

Details of contact person(s):

NAME	PRAGADEESH T G	VINAY KUMAR
DEPT	WCC	WCC
ADDRESS	BHEL SBD BENGALURU	BHEL SBD BENGALURU
PHONE	080-22182232	080-22182435
EMAIL	pragadeeshtg@bhel.in	vinay@bhel.in

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THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____ on behalf of the _____ (Name of Company),

acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.

- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.


I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at....., this.....day of20 .

Name


Company

Bidder's signature with date and seal

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Signature

Bidder's signature with date and seal


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ANNEXURE IA:

**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:
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. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in Format 7 hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in Format-8 hereto.
2. 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.
3. 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. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
4. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
5. 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


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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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

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12. 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.
13. 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.
14. 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.
15. 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.
16. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
17. 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.
18. 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

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Conciliation Act, 1996.


19. 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.
20. 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.
21. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a. On the date of signing of the Settlement agreement by the Parties; or,
 - b. 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,
 - c. 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,
 - d. 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; or,
 - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
22. The Conciliator(s) shall be entitled to following fees and facilities:

SI 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) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores.


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		Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation	As per entitlement of equivalent officer (pay scale wise) in BHEL
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. 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.

23. 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.
24. 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

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- of the Parties and the cost so determined shall be borne equally by the Parties.
25. 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.
 26. 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.
 27. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 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.
 28. 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.
 29. 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.
 30. 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.
 31. 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.
 32. 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

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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.


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

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

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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.*

FORMAT-7

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Subject: NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____.

Dear Sir/Madam,


As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.


Bidder's signature with date and seal

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Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking
you Yours
faithfully
Representative of BHEL

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Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

FORMAT-8 FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
BHEL (Head of the Unit/Division/Region/Business Group)

Subject: NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY A STAKEHOLDER

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above-referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:


Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.


This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Bidder's signature with date and seal

 SOLAR BUSINESS DIVISION	NOTICE INVITING TENDER (NIT) REV 02	<u>TENDER NO. TGPWCC0004</u>
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Thanking
you
Yours
faithfully
Representative of the Stakeholder

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

 SOLAR BUSINESS DIVISION	NOTICE INVITING TENDER (NIT) REV 02	<u>TENDER NO. TGPWCC0004</u>
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FORMAT-9

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____. Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract
...../MoU/Agreement/LOI/LOA, if

possible. Name and contact details of

Conciliator(s)

- a)
- b)
- c)


You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,


Representative of BHEL

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

 SOLAR BUSINESS DIVISION	NOTICE INVITING TENDER (NIT) REV 02	<u>TENDER NO.</u> <u>TGPWCC0004</u>
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Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

 SOLAR BUSINESS DIVISION	NOTICE INVITING TENDER (NIT) REV 02	<u>TENDER NO. TGPWCC0004</u>
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Format for E-payment (HARD COPY TO BE SUBMITTED TO BHEL SBD)

To:


AGM (Finance)
 BHEL-SBD/ Bengaluru
 Opp. Indian Institute of Science
 Prof. CNR Rao Circle
 Bengaluru – 560012

Subject: E-payments vide RTGS/ NEFT.

I/ We request and authorize you to effect E-payment vide any 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	:	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
Name and address of bank	:																					
Bank/ Branch contact person name	:																					
Bank. Branch phone numbers with STD code	:																					
Bank Branch MICR code	:	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
Bank Branch RTGS IFSC code	:	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
Bank Branch NEFT IFSC code	:	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
Your E-mail address	:																					
Name of the Authorized Signatory	:																					

Bidder's signature with date and seal

 SOLAR BUSINESS DIVISION	NOTICE INVITING TENDER (NIT) REV 02	<u>TENDER NO.</u> <u>TGPWCC0004</u>
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Contact person Name :

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


(Authorized Signatory)

We confirm that we are enabled for receiving RTGS/ NEFT credits and we further confirm that the account number of (please mention here the name of account holder) _____, the signature of the Authorized Signatory and MICR and IFSC codes of our branch mentioned above are correct.

Bank's Verification
(Manager's/ Officer's signature under bank stamp)

Note: Please attach cancelled original cheque leaf.

Bidder's signature with date and seal

 SOLAR BUSINESS DIVISION	NOTICE INVITING TENDER (NIT) REV 02	<u>TENDER NO. TGPWCC0004</u>
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<u>Bank Detail (For EMD/SD submission as applicable):</u>		
Bharat Heavy Electricals Limited Solar Business Division Prof. CNR Rao Circle Malleswaram Bengaluru-560012		
1	Name of the Beneficiary:	Bharat Heavy Electricals Limited
2	Name of the Bank & Branch:	IDBI Bank Limited, Trade Finance
3	Address of the Branch:	Trade Finance IDBI House, 58, 1 st Floor, Mission road, Bengaluru-560027
4	Bank Telephone No:	080-2227 9576
5	NEFT IFSC code	IBKL0000377
6	Account Type:	Current
7	Account No.	008103000003605
8	RTGS IFSC code:	IBKL0000377

QR-CODE for EMD/SD Submission

