

BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
SUBCONTRACTS MANAGEMENT
6TH FLOOR, BHEL SADAN,
PLOT NO. 25, SECTOR 16A, NOIDA,
DISTT. – GAUTAM BUDDH NAGAR (U.P.) - 201301



TENDER DOCUMENTS

FOR

**HIRING OF THE AGENCY FOR TWO-YEAR RATE CONTRACT FOR
PROVIDING AUTOCAD DRAFTING SERVICES AT TBG-HQ,
NOIDA.**

TENDER SPEC. NO.: TBSM/AUTOCAD/DRAFTING SERVICES/TENDER/25-26

DATE: 30.07.2025

TRANSMISSION BUSINESS GROUP

SUBCONTRACTS MANAGEMENT

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BHARAT HEAVY ELECTRICALS LIMITED

TRANSMISSION BUSINESS GROUP

SECTOR-16A, NOIDA -201301

e-mail: akmeena@bhel.in

NOTICE INVITING TENDER

REF.: TBSM/AUTOCAD/DRAFTING SERVICES/TENDER/25-26

Date: 30.07.2025

SUB: TENDER FOR HIRING OF THE AGENCY FOR TWO-YEAR RATE CONTRACT FOR PROVIDING AUTOCAD DRAFTING SERVICES AT TBG-HQ, NOIDA.

Dear Sirs,

1. Sealed tenders are invited for the following:

NAME OF WORK	TIME OF COMPLETION	EARNEST MONEY DEPOSIT	TENDER SUBMISSION DATE AND TIME	TENDER OPENING DATE & TIME
TWO-YEAR RATE CONTRACT FOR PROVIDING AUTOCAD DRAFTING SERVICES AT TBG-HQ, NOIDA	2 Years from the date of LOI	NIL	On or before 11.08.2025 11.00 hrs.	11.08.2025 16.00 hrs. (Technical bid only)

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

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

Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online above as mentioned below:

a) Technical Bid (Un priced Tender)

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

i) Technical Bid (without indicating any prices).

b) Price Bid:

- Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- The price should be quoted for the accounting unit indicated in the e-tender document.
- Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

- c) Uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.
- d) Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

3. **EMD is not applicable for this tender.**

4. **Bidders may please note that no other mode of bid submission shall be considered for evaluation apart from Clause no. 02 to 03 mentioned above.**

- 5. The prospective bidders who have downloaded the tender documents from our website are requested to send their acknowledgement and willingness to participate in the tender to the undersigned, through fax or email.
- 6. Offers should be strictly in accordance with the Tender Specifications and General Instructions to Tenderer enclosed herewith.
- 7. Reverse BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders as per RA Guidelines.

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 price bid along with applicable loading, if any, shall be considered for ranking.”

- 8. All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
- 9. Clarifications, if any, can be obtained from the undersigned but such requests should be submitted well before the due date for submission of tenders. Due date for submission and opening of tenders will not be extended on such grounds.
- 10. Drawings & FQP enclosed with the NIT (if provided) are for tender purpose only. Drawings & FQP may get change during execution stage.
- 11. Construction/ RFC drawing/ Fronts/Inputs (if applicable) shall be furnished progressively as per project requirement and no claim towards idling charges/ project overheads etc. borne by the contractor on account of non-availability of drawings/ fronts/inputs shall be entertained.
- 12. Completion period of the work has been envisaged under best possible conditions. Any changes/ deviation during execution shall be dealt as per relevant clauses mentioned in terms and conditions of contract.
- 13. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
- 14. Integrity commitment, performance of the contract and punitive action thereof:

14.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

14.2. Commitment by Bidder/ Supplier/ Contractor:

- 14.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

- 14.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 14.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
- If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.
15. Also, offer of the bidders who are suspended (under hold/ delist) for business dealings by BHEL, TBG shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.
16. BHEL Fraud Prevention Policy, "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
17. Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements (PQR) are eligible to quote against the above NIT. However, final acceptance of the bidder/ offer shall be subject to acceptance of our customer.
18. The evaluation currency for this tender shall be INR.
19. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
- In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
- Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
20. Technical Bid will be opened in the office of undersigned. If required, technical discussions will be held with only those bidders who have taken any deviations. The price bids will be opened subsequently, after Technical Bids of all the bidders have been evaluated and finalized. Bidders should quote their most competitive rates as there will not be any price negotiation. However, if felt necessary by BHEL, price negotiation will be held with lowest bidder (L-1) only.
21. In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.
22. Integrity Pact (IP) is not applicable for this tender.
23. Any materials (if required) for works have to be procured from Customer approved sources only. It will be the bidder's responsibility to get the approval of materials and vendors for materials.
24. The purchase preference for central P.S.U.s shall be given as per the prevailing Government policy.
25. In case an offer is not being submitted by the prospective bidders against this tender, they may send their "regret" letter to this office, for information.

26. Details of qualifying work(s) executed by the bidder will be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the bidder will also be sought from the principal employer.
27. The bidder representative may be called for discussion with the committee. His originals may be verified by the committee. In addition to above their organisation chart and detail list of manpower, tools & plants and technically capability will be discussed and ascertained by the committee.

Thanking you,

Yours faithfully,
For and on behalf of BHEL,

(Ashok Kumar Meena)
AGM /TBSM

TO BE FILLED BY TENDERER OVER THEIR LETTERHEAD

ANNEXURE - X

REF.: TBSM/AUTOCAD/DRAFTING SERVICES/TENDER/25-26

Date: 30.07.2025

**SUB: TENDER FOR HIRING OF THE AGENCY FOR TWO-YEAR RATE CONTRACT FOR PROVIDING
AUTOCAD DRAFTING SERVICES AT TBG-HQ, NOIDA.**

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

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

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

(Signature of Tenderer)

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

ANNEXURE – Z

REF.: TBSM/AUTOCAD/DRAFTING SERVICES/TENDER/25-26

Date: 30.07.2025

SUB: TENDER FOR HIRING OF THE AGENCY FOR TWO-YEAR RATE CONTRACT FOR PROVIDING AUTOCAD DRAFTING SERVICES AT TBG-HQ, NOIDA.

Subject: Authorization of representative who will participate in the Online Reverse Auction Process:

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

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

REF.: TBSM/AUTOCAD/DRAFTING SERVICES/TENDER/25-26

DATE: 30.07.2025

SUB: TENDER FOR "HIRING OF THE AGENCY FOR TWO-YEAR RATE CONTRACT FOR PROVIDING AUTOCAD DRAFTING SERVICES AT TBG-HQ, NOIDA".

Tenders (Under two-part bid system) are invited from competent contractors for subject works. Only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements [PQR] given under are eligible to quote against the above NIT. Tenderers should submit their offer as per the procedure specified in tender documents. The PQR of contractor for tender submission shall be as under:

S.N.	Criteria	Description
A	Turn Over	<p>Bidders should have a minimum average annual turnover (Annual Gross Revenue from operations/ Gross operating income as incorporated in the profit & loss account excluding Other Income) of ₹. 17,98,821/- for last three fin. Years (2021-22, 2022-23 & 2023-24 or 2022-23, 2023-24 & 2024-25) and should submit audited balance sheet and Profit & Loss Account Sheet of these years.</p> <p>The audited financial statements must be signed by the owner and the auditor. Auditors seal, Name, Membership No., Firm Registration No. & firm name (if applicable), UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet.</p> <p>In case of proprietorship and partnership firms where Audited Profit & Loss A/c and Balance Sheet is not mandatory as per extant rules, CA certificate certifying turnover and profit for the required financial years must be submitted. CA certificate must be on his letter head mentioning his/her name, Membership No., Firm Registration No. & firm name (if applicable), UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing.</p>
B	Profit & Networth	<p>Bidder should have earned profit in at least one financial year during the period of last three Financial Years as per Sl. No. A above and</p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'A' above should be positive. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)</p>
C	Similar Work	<p>Bidder should have successfully at least three years working experience in the field of switchyard / sub-station / power plant for preparation of drawings related to Civil or Electrical or Mechanical works using AutoCAD or any other drafting software in the last seven years ending on 30.06.2025 and should be either of the following:</p> <ol style="list-style-type: none"> Three similar jobs costing (except service tax/GST) not less than ₹ 23,98,428/- each. <li style="text-align: center;">OR Two similar jobs costing (except service tax/GST) not less than ₹ 29,98,035/- each. <li style="text-align: center;">OR One similar job costing (except service tax/GST) not less than ₹ 47,96,856/-

D	Additional Qualification	<p>In addition to the above,</p> <p>a) The bidder should have registered working office within the NCR (National Capital Region) from last one year.</p> <p>b) The bidder should have at least three years working experience in the field of switchyard / sub-station / power plant for preparation of drawings related to Civil or Electrical or Mechanical works using AutoCAD or any other drafting software.</p> <p>c) The bidder should have experienced & qualified draftsman having minimum two years works experience using AutoCAD or any other drafting software. Qualified draftsman should have educational qualification of ITI/Diploma or equivalent in drafting.</p>
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Note:

- Bidder to submit all supporting documents in Hindi/English.
- Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL. This assessment shall be
 - Document verification
 - Bidder's work/drafting facilities visit;
 - details of works executed, works in hand, anticipated in future;
 - details of man power and financial resources;
 - past experiences etc.
- Bidder Shall submit following supporting documents with Technical Bid: -

Sr	Required Criteria	Supporting Documents to be submitted by bidder
i)	Office Location	Office Registration Documents
ii)	Work Experience	Copy of past Work Orders, completion/experience certificates.
iii)	Draftsman Experience	Experience certificate of draftsmen
iv)	Draftsman Qualification	ITI/ Diploma Certificate of employed draftsmen.

- The Bidder shall submit the Contract Agreement/Work Order/LOI along with BOQ and Performance/completion/execution certificate issued by customer in support of experience.
- The word 'executed' means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed.
- In order to technically qualify in this tender, bidder should meet all criteria i.e. A, B, C & D mentioned above.
- If the job is completed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
- BHEL reserves the right to:
 - Accept or reject any bid received at its discretion without assigning any reasons whatsoever.

- b) Postpone the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
 - c) May ask for further qualification during techno commercial scrutiny of bids received.
 - d) May ask for further proofs including TDS certificates/ Form 26AS/ Final bill/ payment detail for the said job for cross- verification.
9. BHEL shall not be responsible for any delay, loss, damage for bids sent by post.
10. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
11. Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
12. Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
13. If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
14. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, www.bhel.com and <https://eprocurebhel.co.in> and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

PROJECT INFORMATION

1.0 CUSTOMER:

M/s BHARAT HEAVY ELECTRICALS LIMITED

2.0 PROJECT LOCATION AND DETAILS:

BHEL TBG, NOIDA

3.0 CONTACT PERSON: FOR CONTRACTUAL ISSUES

ASHOK KUMAR MEENA
AGM (TBSM)
SUB-CONTRACTS MANAGEMENT,
TRANSMISSION BUSINESS GROUP,
Plot No. 25, Sector-16A, Noida,
Distt. Gautambudh Nagar, UP-201301

PHONE: 0120-674-8545/ 98310 38136
E-mail: akmeena@bhel.in

4.0 CONTACT PERSON: FOR ENGINEERING ISSUES

AYUSHI JINDAL
DY. MANAGER (TBEM)
TRANSMISSION BUSINESS GROUP,
Plot No. 25, Sector-16A, Noida,
Distt. Gautambudh Nagar, UP-201301
PHONE: 0120-674- 8459
E-mail: ayushi@bhel.in

TERMS AND CONDITIONS OF CONTRACT

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

A. Terms and Condition of Contract:

A.1. GENERAL INSTRUCTION

- A.1.1. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- A.1.2. Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., tenderer shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

A.2. PROCEDURE FOR SUBMISSION OF SEALED TENDERS

- A.2.1. Bidders may please refer CI no. 02 to CI no. 03 of the Notice inviting tender.
- A.2.2. The tenders received after the specified time of their submission shall be treated as 'Late Tenders' and shall not be considered under any circumstances.
- A.2.3. Tenders shall be opened by the officers concerned of BHEL at the time, date and venue as specified in the tender enquiry. Tenderer or their authorized representative may witness the bid opening.
- A.2.4. The tenderer shall closely pursue all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc. he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- A.2.5. Before submission of offer, the tenderer is advised to inspect the work/work place & the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, sourcing of material and labour, means of transport and access to office, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge on any of these conditions/ resources.
- A.2.6. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete acceptance thereof the information furnished shall be complete by itself.

A.2.7. The tenderer shall quote the rates in English Language and international numerals. Total price offered should be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.

A.2.8. The tenderer shall quote a percentage above/ below/At Par the rates shown in the "Bill of Quantities Cum Price Schedule (Annexure-I)" of subject tender.

A.2.9. The quoted percentage will apply to the individual items of "Annexure-I i.e. Bill of Quantity Cum Price Schedule" uniformly.

A.2.10. All entries in the tender shall either be typed or be written legibly in ink. Erasing and overwriting are not permitted and may render such tender liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

A.2.11. The tenderer must provide the registered e-mail of their registered office along with the addresses and authorised phone/mobile nos.

A.3. ADJUSTMENT PRICE DISCREPANCY (IES): - Not Applicable being e procurement.

A.4. EVALUATION OF TECHNICAL BIDS

A.4.1. Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.

The bidder's qualification shall be subject to submission of documentary proof. BHEL reserves the right to ask for further proofs including submission of TDS certificates/ for the said job.

A.4.2. In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates/ form 26AS /bills for the said job.

A.4.3. Credentials of all the bidders participating in open tender will be scrutinized thoroughly by the nominated committee w.r.t. the pre-qualifying requirement for the tender.

A.4.4. Details of qualifying work(s) executed by the bidder will be forwarded to the principle employer for verification of the work with respect to completion, commencement & completion date, scope and value of the work executed. Performance feedback of the bidder will also be sought from the principle employer.

A.4.5. BHEL may conduct onsite verification of at least one of the qualifying works to verify completion of the work and evaluate capability and performance of the bidder.

A.4.6. The bidder representative may be called for the discussion with the committee. His originals may be verified by the committee. In addition to above their organization chart and detailed list of manpower, tools & plants and technical capability may be discussed and ascertained by the committee.

A.5. EVALUATION OF PRICE BIDS

A.5.1. Price Bids of unqualified bidders shall not be opened.

A.5.2. The offers will be evaluated on the basis of total price basis (refer "BILL OF QUANTITY AND PRICE SCHEDULE) as shown in the price bid.

A.5.3. Reasons for rejection of the bid shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unconditional acceptance of LOI /LOA from the successful bidder.

A.6. DOCUMENTS TO BE ENCLOSED:

Full information shall be given by the tenderer in respect of the following.

A.6.1. Tenders shall be signed by persons duly authorized/empowered to do so. An attested copy of the Power of Attorney to be submitted in all cases except where the sole proprietor is the signatory to the tender documents.

A.6.2. PERMANENT ACCOUNT NUMBER:

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company / Firm / Individual Partners, etc. shall be furnished along with tender.

A.6.3. AUDITED BALANCE SHEET AND INCOME TAX RETURN:

Copy of Audited Balance sheets and income tax return for last three financial years (financial years as specified in PQR).

A.6.4. SOLVENCY CERTIFICATE:

If asked in NIT, bidder should submit solvency certificate (not older than 12 months from date of tender notification) issued by any scheduled bank.

A.6.5. DOCUMENT RELATED TO INCORPORATION OF BUSINESS ENTITY:

A.6.5.1. IN CASE OF INDIVIDUAL TENDERER:

His/her full name, address and place & nature of business.

A.6.5.2. IN CASE OF PARTNERSHIP FIRMS:

The names of all the partners with address. A copy of the partnership deed/instrument of partnership duly certified by the Notary shall be enclosed.

A.6.5.3. IN CASE OF COMPANIES:

Date & place of registration including date of commencement certificate in case of Public Companies and the nature of business carried on by the company. Certified copies of Memorandum and Articles of Association are also to be furnished.

A.6.6. Offer forwarding letter over the letterhead.

A.6.7. Declaration sheets (As per Prescribed format) over the letter head.

A.6.8. No Deviation certificates (As per Prescribed format) over the letterhead.

A.6.9. GST Registration certificate: -

All the data required to be enclosed with the tender need to be furnished neatly typed, signed & stamped in the given formats only (in the form of separate sheets)

failing which the tender may be considered as incomplete and is liable for rejection. Documentary proof wherever necessary also need to be enclosed.

A.7. VALIDITY OF OFFER

The rates in the Tender shall be kept valid for acceptance for a minimum period of **Four Months** from latest due date of offer submission (including extension(s), if any). In case BHEL (Bharat Heavy Electricals Limited) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderer.

A.8. REJECTION OF TENDER & OTHER CONDITIONS:

- A.8.1. The decision of acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:
- a) To reject any or all of the tenders.
 - b) To split up the work amongst two or more Tenderer as per NIT
 - c) To award the work in part as per NIT
 - d) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.
- A.8.2. Conditional tenders, unsolicited tenders, containing abnormally low/ unworkable rates & amounts, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- A.8.3. Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold / banning / delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry / Commissions of Govt. of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with 'NIT'. The decision of BHEL will be final in this regard.
- A.8.4. In case of any adverse information is received concerning performance, capability or conduct of the tenderer after issue of tender enquiry or opening of tender or award of work, BHEL reserves the right to reject the offer at any stage as deemed fit.
- A.8.5. If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- A.8.6. BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

A.8.7. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money/Security Deposit/any other moneys due.

A.8.8. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the tenderer who resorts to canvassing are liable to be rejected.

A.8.9. In case the Proprietor, Partner or Director of the Company / Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting tender shall be informed to the fact as per specified format along with the offer, failing this, BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit.

A.8.10. The successful tenderer should not sub-contract the part or complete work detailed in the tender specifications without written permission of BHEL.

A.8.11. Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.

A.8.12. BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

A.9. Consortium/ JV bidding is not allowed under this NIT.

B. EARNEST MONEY DEPOSIT (EMD)

EMD is not applicable for this Tender.

C. SECURITY DEPOSIT

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

C.1. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. **The total amount of Security Deposit will be 5% of the Contract Value.**

C.2. Mode of Security deposit:

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

“Bidders agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of Performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / Contract, from the bills along with due interest”.

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

i) Cash (as permissible under the extant Income Tax Act)

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

(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)

C.3. Submission of Security Deposit:

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

C.4. The BG shall be submitted only through the Banker. Along with the BG, the Bank shall also furnish a letter of confirmation (in the prescribed formats enclosed with general conditions of contract).

C.5. The validity of the Bank Guarantee furnished towards Security Deposit shall be up to three months more than the period of completion of work as stipulated in the LOI/LOA and the same will be kept valid by proper renewal till the completion of the work.

C.6. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

C.7. Conditions for acceptance of Bank Guarantees

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

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

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

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

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

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

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

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

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

C.8. **RETURN OF SECURITY DEPOSIT:**

If the contractor duly performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No demand certificate", returns properties belonging to BHEL, taken, borrowed or hired by him for carrying out the said works, and furnishes performance bond BG in the prescribed proforma, Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this contract or other contracts entered into with the contractor.

It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

D. Bank Account Details for submission of Security Deposit through electronic fund transfer mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL TOWER, PLOT NO. 25, SECTOR-16A, NOIDA – 201301 (U.P.)
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)
CITY	NEW DELHI
ACCOUNT NUMBER	00000030206227732
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	SBIN0017313

E. Overall Quantity variation-

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

F. TAXES AND DUTIES:-

- a. All taxes (except GST), duties, charges, royalties, cess and any other levies by Central/ State/local authorities for the execution of the contract shall be borne by the contractor and shall not be payable extra. Any increase of the same at any stage during execution of the contract shall be borne by the contractor. Quoted price of the same shall be inclusive of all such requirements.
- b. GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra.
Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
- c. Contractors have to make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities, for bringing their material, plant and machinery at workplace/site for the execution of the contract. Road permits/way bill, if required shall be arranged by the contractor.
- d. Contractor shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project / work. However, in case contractor submits GST Registration of a state other than the state wherein the site/workplace is located, then contractor has to submit an undertaking that contractor is not liable to take registration in the state wherein the site/workplace is located as per the provision of Place of Supply under CGST/SGST/IGST Act. BHEL will not be held responsible for any non-compliance of the Contractor in respect of GST laws as framed from time to time.
- e. Goods and Service Tax (GST) will be reimbursed to the Contractor subject to the following conditions: -
 - i. Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules.
 - ii. The Invoice raised by the Contractor should indicate the BHEL GST Registration Number.)
 - iii. Contractor shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act.

- iv. Invoice raised and uploaded in IFF/GSTR-1 by the Contractor should be available to BHEL in FORM GSTR-2B electronically through the common portal.
 - v. Confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.
- f. The GST amount should get reflected within prescribed time limit in the GSTN for BHEL to avail the input credit. If the GST Credit is reversed/ denied/ delayed to BHEL due to non-receipt/delayed receipt of Services and/or tax invoice or due to expiry of timeline prescribed in GST law or due to any other factor for availing such Input Tax Credit (ITC) or for any other reason arising out of the act directly attributable to the Contractor, GST amount shall be recoverable from Contractor from any dues payable to the Contractor along with any interest levied/ leviable on BHEL.
- g. Statutory variation, if any, on account of GST will be payable by BHEL at actuals on submission of documentary evidence.
- h. TDS under Income Tax Act/ GST Act shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice.
- k. **New Taxes & duties (Introduced after tender opening date):**
- If any new tax or duty is levied by the Central/State Government/Municipality/Local Authority and becomes directly applicable on items specified in the Bill of Quantities, full reimbursement shall be made subject to submission of documentation as per statute.
- G. “Over run charges”**
No overrun charges are payable under the contract.
- H. “Secured advance”**
No advance on materials shall be payable under the contract.
- I. “Price Variation”**
Price Variation Clause is not Applicable for this tender.
- J. LIQUIDATED DAMAGES/PENALTY CLAUSE:**
- If the vendor fails to complete the specified timelines of drafting/ revision of drawings, BHEL has right to levy penalty @2.5% of the contract value (of respective drawing) per week of delay solely attributable to vendor, upto maximum of 10% of Contract value of respective drawing. Once the maximum limit of delay is reached (i.e. 20 week of delay) BHEL may consider termination of the contract and forfeit the Security deposit without prejudice to the other remedies under the contract.
- Amended/revised contract value (excluding ORC, Supplementary/ Additional works) shall be considered for calculating LD/ penalty.
- K. TERMS OF PAYMENT:**
- Payment shall be made on monthly basis after the work has been certified by the dealing engineer(s) of BHEL.
- L. PROGRESSIVE PAYMENT/ FINAL PAYMENT:**
- L.1. Running Account Bills (RA Bills)**
- i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).

- ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents.
- iii) Recoveries on account of statutory deductions etc. (if applicable) are made as per terms of contract.
- iv) Payment of particular BOQ item for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to redo the work according to the required specifications, without any extra cost.
- v) The contractor shall submit his monthly RA bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas for the previous calendar month.
- vi) Mode of payment and measurement of work completed shall be as per relevant clauses of General Conditions of Contract.
- vii) Release of payment in each running bill where ever applicable will be as per stages of progressive pro rata payments.
- viii) The contractor will be eligible for payment of RA Bills within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.
- ix) BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, Contractor to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats.

For MSMEs, at the time of submission of first RA bill, the subcontractor has to declare whether it is registered on RXIL portal and wishes to receive the proceeds through RXIL portal throughout the contract duration.

L.1.1. Documents required for RA Bill (In addition to documents required as per SCOPE, SPECIFIC TECHNICAL REQUIREMENT AND SCHEDULE OF ITEMS):

- a) GST Complied Invoice of the work done as per approved BOQ.
- b) Jointly signed Measurement sheet.
- c) Validity of SD Bank Guarantees as applicable under the contract.
- d) Power of Attorney for representative signing bill etc, if not submitted earlier.
- e) Any other documents as per BHEL/statutory requirement.

L.2. Final Bill:

L.2.1. Final Bill' is used for final payment on closing of Running Account for works or for single payment. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope. BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL.

L.2.2. Documents required for Final Bill (in addition to documents required as per SCOPE, SPECIFIC TECHNICAL REQUIREMENT AND SCHEDULE OF ITEMS):

- a. GST Complied Invoice of the work done as per approved BOQ.
- b. Jointly signed Measurement sheet, WAM-10 (if applicable)
- c. Valid Bank Guarantees as applicable under the contract.
- d. 'No claim' certificate from the contractor.
- e. Deviation statement showing the Executed quantities and quantities as per the contract.
- f. Power of Attorney for representative signing bill etc, if not submitted earlier.
- g. Final Delay Analysis, if applicable
- h. Any other documents as per customer requirement/statutory requirement.

L.2. Final Bill:

L.2.1. Final Bill' is used for final payment on closing of Running Account for works or for single payment. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope, approval of final report by customer, removal of temporary structures from site. BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL.

L.2.2. Documents required for Final Bill (in addition to documents required as per SCOPE, SPECIFIC TECHNICAL REQUIREMENT AND SCHEDULE OF ITEMS):

- a. GST Complied Invoice of the work done as per approved BOQ.
- b. Jointly signed Measurement sheet, WAM-10 (if applicable)
- c. Valid Bank Guarantees as applicable under the contract.
- d. 'No claim' certificate from the contractor.
- e. Deviation statement showing the Executed quantities and quantities as per the contract.
- f. Power of Attorney for representative signing bill etc, if not submitted earlier.
- g. Final Delay Analysis, if applicable
- h. Any other documents as per customer requirement/statutory requirement.

Annexure-A

1	RIGHTS OF BHEL
	BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any Compensation.
1.1.	<p>To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.</p> <p>In case of inadequate manpower deployed by the contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor's responsibility. In case of contractor's failure to fulfil his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions.</p>
1.2	BREACH OF CONTRACT, REMEDIES AND TERMINATION
1.2.1	<p>The following shall amount to breach of contract:</p> <ul style="list-style-type: none">I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the

	<p>business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> <p>Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p>
	<u>LD against delay in executed work in case of Termination of Contract:</u>
	<p>LD against delay in executed work shall be calculated in line with relevant LD clause of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.</p> <p>Method for calculation of “LD against delay in executed work in case of termination of contract” is given below.</p> <ul style="list-style-type: none"> ○ Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1 ○ Let the value of executed work till the time of termination of contract= X ○ Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y ○ Delay in executed work attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$ ○ LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor taking “X” as Contract Value and “T2” as period of delay attributable to contractor.
1.2.2	REMEDIES IN CASE OF BREACH OF CONTRACT
	<p>i) Wherein the period as stipulated in the notice issued under clause “BREACH OF CONTRACT, REMEDIES AND TERMINATION” of GCC has expired and Contractor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</p> <p>ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.</p> <p>iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p>

	<p>iv) In case the amount recovered under sub clause above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Contractor.</p> <p>v) If Contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p> <ol style="list-style-type: none"> from dues available in the form of Bills payable to defaulted Contractor against the same contract. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted Contractor. <p>vi) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Contractor for the purpose of estimation of damages.</p> <p>vii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>Note:</p> <ol style="list-style-type: none"> The defaulting contractor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: <ol style="list-style-type: none"> In case defaulted contractor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. In case defaulted contractor is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.
1.3	In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.
1.4	To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, whatsoever.
1.5	<p>Whenever any Claim or Claims for payment of any sum of money(s) arises under this or any other contract against the contractor, BHEL shall be entitled to withhold and also have a lien to retain such sum of money(s) in whole or in part from any money(s) payable to contractor and/or security deposits furnished or deducted in cash from the bills of contractor, (if any) under this contract. In the event of the securities or the amounts payable to Contractor, being insufficient to cover BHEL claims, then BHEL shall be entitled to withhold and have a lien to the extent of such claims from any sum or sums found payable or which at any time thereafter may become payable to the contractor under this or any other contract with BHEL.</p> <ol style="list-style-type: none"> Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually incurred by BHEL in fulfilling the contractual responsibilities of

	<p>contractor under the contract, to which he has failed to fulfil plus applicable overheads (@ 5%) along with interest as applicable under the Contract on total amount (i.e. money actually incurred plus overheads)</p> <p>b) It is an agreed term of the contract that, the sum or sums of money so withheld or retained under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this or any other contract are finally adjudicated wither through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. Intimation given by the BHEL Engineer regarding withholding of such money(s) shall be considered as sufficient and relevant date for all purposes. No Interest shall be payable on such sum(s) of money which becomes due or as the case may be adjudged to be due from BHEL to Contractor, whether under contract or otherwise.</p> <p>c) Where the contractor is a partnership firm, BHEL shall be entitled to withhold and also have a lien to retain towards such claims in whole or in part, from any other money(s) payable to any partner, whether in his individual capacity or otherwise.</p> <p>d) If any money(s) shall, as a result of any claim or application made under the relevant provisions of any Labour Welfare Act and/ or Rules, including but not limited to Contract Labour Regulation & Abolition Act, Minimum Wages Act, Payment of Gratuity Act, BOCW (RE&CS) Act, Provident Fund Act, Employee State Insurance Act, be directed to be paid by the BHEL, such money shall be deemed to be moneys payable to the BHEL by the Contractor.</p> <p>e) Where the Contractor fails to repay to BHEL such moneys along with applicable overheads (@ 5%) and interest, as aforesaid within seven days of being demanded, BHEL shall be entitled to recover the same from Contractor's bills/ Security Deposit or any other money(s) payable to Contractor under this Contract or any other Contract with BHEL.</p>
1.6	<p>While every endeavor will be made by BHEL to this end, yet BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.</p>
1.7	<p>BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:</p> <p style="padding-left: 40px;">i) suspension of work(s) at a Project either by BHEL or Customer,</p> <p style="padding-left: 80px;">or</p> <p style="padding-left: 40px;">ii) where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months</p> <p>In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site/workplace, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause "<u>Remedies in case of Breach of Contract</u>". In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.</p>
1.8	<p>In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or</p>

	<p>contractor's request at its discretion may consider to short close the contract in any of the following cases:</p> <ol style="list-style-type: none"> The balance works (including but not limited to Trial Operation, PG Test etc.) are minor vis a vis the scope of work envisaged as per the contract. There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL). The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor. <p>At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone/stage payments like Trial Operation/PG Test etc.) as decided by BHEL, shall however be reduced from the final contract value.</p> <p>Note: The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract as per clause above.</p>
2	<p>CONFLICT OF INTEREST AMONG BIDDERS/AGENTS</p> <p><i>"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:</i></p> <ol style="list-style-type: none"> they have controlling partner (s) in common; or they receive or have received any direct or indirect subsidy/ financial stake from any of them; or they have the same legal representative/agent for purposes of this bid; or they have relationship with each other, directly or through common third parties, <u>that puts them in a position to have access to information about or influence on the bid of another Bidder;</u> or 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. <u>However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid;</u> or 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 <i>only one agent/dealer. There can be only one bid from the following:</i> <ol style="list-style-type: none"> <i>The principal manufacturer directly or through one Indian agent on his behalf; and</i> <i>Indian/foreign agent on behalf of only one principal; OR</i>

	<p>iii. <i>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</i></p> <p>iv. <i>In case of it 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. "</i></p>
3	BOCW (CESS):
	Deleted.
4	ROYALTY
	Deleted.
5	ISSUE OF MATERIAL BY BHEL (IF APPLICABLE AS PER BOQ AND SCOPE)
	Not Applicable
6	CLOSING OF CONTRACTS
	The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at https://siddhi.bhel.in only.
7	SUSPENSION OF BUSINESS DEALINGS
	<p>BHEL reserves the right to act against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.</p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php</p>
8	SETTLEMENT OF DISPUTE
	If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties.

	Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.
	If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause "Conciliation" of GCC.
8.1	CONCILIATION
	Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)). Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause " Settlement of Disputes " shall be modified accordingly as and when the Mediation Act 2023 gets notified.
8.2	ARBITRATION:
8.2.1	Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause " Conciliation " herein above or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. " India International Arbitration Centre (IIAC) Delhi " and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
8.2.2	A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Executive Director, TBG, BHEL, Noida , executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
8.2.3	After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that

	dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
8.2.4	The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
8.2.5	The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi .
8.2.6	Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi .
8.2.7	Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
8.2.8	The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
8.2.9	In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
8.2.10	In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 8.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.
8.3	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
	In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.
8.4	NO INTEREST PAYABLE TO CONTRACTOR
	Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.
9	LIMITATION ON LIABILITY:
	Notwithstanding anything to the contrary in this Contract or LOA or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. The Contractor shall not in any case be liable

	for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.
10	<u>FACILITIES PROVIDED TO MSEs: -</u>
	Vide office memorandum F.No.21(8)/2011-MA dated 09.11.2016, Office of AS&DC, Ministry of MSME has issued clarification regarding definition of Goods and Services under the Public Procurement Policy of MSEs order-2012, In accordance with the Public Procurement Policy for MSEs order-2012 and OM regarding definition of Goods and Services issued by Ministry of MSME, it is clarified that benefits as envisaged in Public Procurement Policy for MSEs Order 2012 are to be provided in respect of the procurements related to the Goods and Services produced and provided by Micro and Small Enterprises (MSEs) only and no benefits is to be given in Case of Works Contracts.
11	<u>PERFORMANCE MONITORING:</u>
	The Contractors performance shall be continuously monitored during execution of work at site/work place. In case of contractor's performance is found not satisfactory during the execution of work at site, BHEL may take alternate remedial measures and may not consider the contractor for further tenders, if the contractor performance is not improved in spite of opportunities given by BHEL.
12	<u>DELAY AND EXTENSION OF TIME</u>
12.1	If, in the opinion of the Engineer, the work is delayed: (i) by reason of abnormally bad weather, or (ii) by reason of serious loss or damage by fire, or (iii) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or (iv) by delay on the part of the agency or tradesman engaged by the BHEL in executing work not forming part of the contract, or By reason of any other cause which in the absolute discretion of the Engineer is beyond the contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work of the contract as whole. Such extension which will be communicated to the contractor by the Engineer in writing shall be final and binding on the contractor. No other claim in this respect for compensation, idle labour or otherwise howsoever is admissible. Upon the happening of any such event causing delay the contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.
12.2	In case of delay in completion of work BHEL reserve the right to grant time extension under the following options depending upon the performance of the vendor: a) Time extension without levy of LD in case it is found that delay is not attributable to the vendor b) Time extension with deduction of applicable LD in line with Liquidity Damage clause if the delay is solely attributable to the vendor. c) In case facts of delay is not settled, BHEL reserve the right to grant provisional time extension for delay in completion of total work or part thereof and running/ interim payments to the vendor will be released without deduction of LD subject to submission of

	<p>additional Bank guarantee equivalent to maximum LD amount valid till completion of work under their scope and grant of final time extension.</p> <p>During provisional time extension period ORC/ PVC shall not be payable to the contractor. The Final Delay analysis shall be prepared on completion of the work. In case of delay is not attributable to contractor as per final delay analysis the ORC/ PVC shall be released along with the final bill without any interest charges attributable to BHEL.</p> <p>In case of delay attributable to contractor, LD shall be deducted for that period in line with clause "Compensation/ LD/ Penalty for delay in execution" of conditions of contract and balance ORC/ PVC (if any) shall be released along with the final bill without any interest charges attributable to BHEL.</p>
13	FORCE MAJEURE
13.1	<p>"Force Majeure" shall mean circumstance which is:</p> <ul style="list-style-type: none"> a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties <p>And</p> <p>Prevents the performance of the contract,</p> <p>Such circumstances include but shall not be limited to:</p> <ul style="list-style-type: none"> i) War, hostilities, invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii) Epidemic, pandemic etc.
13.2	<p>The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party:</p> <ul style="list-style-type: none"> a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
13.3	<p>If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p>

13.4	The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
13.5	<p>Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <p style="padding-left: 40px;">a) Constitute a default or breach of the Contract.</p> <p>Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure</p>
13.6	BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure
14	All other terms and conditions of GCC shall remain unchanged.

INDEMNITY BOND

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

This Indemnity Bond executed by <_____ name of company> having their Registered Office at <_____> in favour of M/s Bharat Heavy Electricals Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, Asiad, New Delhi - 110049 through its unit - TBG, 5th Floor, BHEL Sadan, Plot No. 25, Sector-16A, Noida-201301 (UP). (Hereinafter referred to as the Company)

And whereas the Company has entered into a Contract with M/s_____, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of
“ _____ ”.

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <_____ Months > i.e till <_____>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor, the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

The Contractor further agree that the Company shall be entitled to withhold and adjust the Security Deposit and/or withhold and adjust payment of Bills of Contractor pertaining to this Contract against any payment which the Company has made or is required to make for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

The Contractor further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :

1. breach of terms of contract by the contractor
2. breach of laws by the contractor

3. breach of Intellectual property rights by the contractor
4. breach of confidentiality by the contractor

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor. That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Company.

In witness where of M/s _____ these presents on the day, month and year first, above written at _____ by the hand of its signatory Mr. _____.

Signed for and on behalf of

M/s _____

Witness:

- 1.
- 2.

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____ hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated valued at Rs..... (Rupees -----)/FC.....(in words.....) for (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....
- b) This Guarantee shall be valid up to
- c) Unless the Bank is served a written claim or demand on or before _____ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. **In Case of Bank Guarantees submitted by Foreign Vendors-**
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi-110049 through its Unit at BHEL, Transmission Business Group, Noida (name of the Unit) having agreed to exempt _____ (Name of the Vendor / Contractor / Supplier) with its registered office at _____¹ (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____² valued at Rs.³ (Rupees)
(hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank _____ Guarantee _____ for _____ Rs.⁴
(Rupees only),

We _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force up to and including _____⁵ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁶, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

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

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁴
- b) This Guarantee shall be valid up to⁵
- c) Unless the Bank is served a written claim or demand on or before⁶ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

¹ ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ CONTRACT VALUE

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE (At least 3 months more than completion period)

⁶ DATE OF EXPIRY OF CLAIM PERIOD (At least 3 months more than the present date of validity of

BG)

Notes:

- 1 The expiry of claim period shall be at least 3 months more than the validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2 The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3 In Case of Bank Guarantees submitted by Foreign Vendors:

- a) **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b) **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1. In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2. In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.

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

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

Format 2 to BHEL Conciliation Scheme, 2018

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

Representative of BHEL

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

To,

BHEL

.....

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

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

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

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

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

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

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

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

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

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

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

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

BILL OF QUANTITY CUM PRICE SCHEDULE (ANNEXURE-I)

Name of Work: TENDER FOR HIRING OF THE AGENCY FOR TWO-YEAR RATE CONTRACT FOR PROVIDING AUTOCAD DRAFTING SERVICES AT TBG-HQ, NOIDA

Tender Spec. No. : TBSM/AUTOCAD/DRAFTING SERVICES/TENDER/25-26 DATE: 30.07.2025

Sl. No.	Description of Item	Quantity	UOM	Unit Rate excl. GST	Amount excl. GST
1	Preparation/ drafting/ modification of 2D Drawings in AutoCAD. A0 Size	250	Nos.	₹ 6,525.00	₹ 16,31,250.00
2	Preparation/ drafting/ modification of 2D Drawings in AutoCAD. A1 Size	130	Nos.	₹ 5,625.00	₹ 7,31,250.00
3	Preparation/ drafting/ modification of 2D Drawings in AutoCAD. A2 Size	30	Nos.	₹ 3,825.00	₹ 1,14,750.00
4	Preparation/ drafting/ modification of 2D Drawings in AutoCAD. A3 Size	170	Nos.	₹ 2,295.00	₹ 3,90,150.00
5	Preparation/ drafting/ modification of 2D Drawings in AutoCAD. A4 Size	30	Nos.	₹ 1,890.00	₹ 56,700.00
6	Preparation/ drafting/ modification of 3D Model of Switchyard in PRIMTECH 3D software (Deliverable as 2D Drawing in AutoCAD A0 Size)	20	Nos.	₹ 16,200.00	₹ 3,24,000.00
7	Preparation/ drafting/ modification of 3D Model of Switchyard in PRIMTECH 3D software (Deliverable as 2D Drawing in AutoCAD A1 Size)	20	Nos.	₹ 13,950.00	₹ 2,79,000.00
8	70% for Revision of 2D Drawings in AutoCAD. A0 Size	250	Nos.	₹ 4,567.50	₹ 11,41,875.00
9	70% for Revision of 2D Drawings in AutoCAD. A1 Size	130	Nos.	₹ 3,937.50	₹ 5,11,875.00
10	70% for Revision of 2D Drawings in AutoCAD. A2 Size	30	Nos.	₹ 2,677.50	₹ 80,325.00
11	70% for Revision of 2D Drawings in AutoCAD. A3 Size	170	Nos.	₹ 1,606.50	₹ 2,73,105.00
12	70% for Revision of 2D Drawings in AutoCAD. A4 Size	30	Nos.	₹ 1,323.00	₹ 39,690.00
13	70% for Revision of 3D Model of Switchyard in PRIMTECH 3D software (Deliverable as 2D Drawing in AutoCAD A0 Size)	20	Nos.	₹ 11,340.00	₹ 2,26,800.00
14	70% for Revision of 3D Model of Switchyard in PRIMTECH 3D software (Deliverable as 2D Drawing in AutoCAD A1 Size)	20	Nos.	₹ 9,765.00	₹ 1,95,300.00
Total Amount (Excluding GST)					₹ 59,96,070.00

Tender Inviting Authority: BHEL, TBG- SubContracting Department, Sector 16A Noida, UP

Name of Work: TENDER FOR "HIRING OF THE AGENCY FOR TWO-YEAR RATE CONTRACT FOR PROVIDING AUTOCAD DRAFTING SERVICES AT TBG-HQ, NOIDA".

Contract No: TBSM/AUTOCAD/DRAFTING SERVICES/TENDER/25-26 DATE: 30.07.2025

Name of the Bidder/ Bidding Firm / Company :						
<div>PRICE SCHEDULE</div> <div>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</div>						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	Total amount as per rates in BOQ (as per Annexure-I) for "HIRING OF THE AGENCY FOR TWO-YEAR RATE CONTRACT FOR PROVIDING AUTOCAD DRAFTING SERVICES AT TBG-HQ, NOIDA". - Excluding GST	1.000	Nos	5996070.00	5996070.00	INR Fifty Nine Lakh Ninety Six Thousand &Seventy Only
Total in Figures					5996070.00	INR Fifty Nine Lakh Ninety Six Thousand &Seventy Only
Quoted Rate in Figures			Select		0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only				



BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS ENGINEERING MANAGEMENT, NEW DELHI.

DOCUMENT No.	TB-XXX-618-000-DRG	R0	Prepared	Checked	Approved
TYPE OF DOC.	TECHNICAL SPECIFICATION	NAME			
TITLE		SIGN	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
DRAFTING/CORRECTION OF DRAWING USING AUTOCAD		DATE			
		GROUP	TBEM	TBEM	TBEM
CUSTOMER	-				
PROJECT	-				

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2	BILL OF QUANTITY	1

Rev No.	Date	Altered	Checked	Approved	Remarks
Distribution		TO	O/C	TBSM	
		Copies	1	1	

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BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP- ENGINEERING MANAGEMENT

DOC NO. :TB-XXX-618-000-DRG Rev-0

SPECIFICATION FOR RATE CONTRACT OF DRAFTING/CORRECTION OF AUTO-CAD DRAWINGS

INTRODUCTION

BHEL TBG requires **2D and 3D drawing** drafting services for ongoing projects and future anticipated projects. In order to meet this demand, it is proposed to enter into a rate contract with a prospective agency for a period of 2 years from the date of finalizing the rate contract.

SCOPE:

The work involves Preparation/drafting/corrections of AutoCAD drawings in A0, A1, A2, A3 and A4 sizes. The drawings involved are with Electrical, Mechanical & Civil contents. (Sample drawings can be inspected in our office on any working day for ready reference of bidder so that the complexity can be studied and understood before submitting the bids.). Generally the draftsman will be expected to work on but not limited to following drawings:

A. Electrical Drawings :

- Switchyard / substation layout (Plan, Sectional elevation, Erection Key diagram).
- Switchyard control room building/GIS Building/other buildings layouts
- Control room panel layouts
- Switchyard cable trench layout and details
- Switchyard Earthing Layout , etc.
- Switchyard equipment OGA drawings

B. Civil Drawings :

- Switchyard Foundation layout Drain Layout etc.
- Switchyard Tower and Equipment foundation drawings
- Transformer / reactor foundations detailed drawings.
- Details of Trench / drain / road / fence / gate, sump pit, etc.
- Switchyard control room building/GIS Building/other buildings

The bill of Quantity is enclosed in Annexure-A.

The work shown in Bill of Quantity is tentative and the number of drawings (sheets) are subjected to increase / decrease based on actual requirement subject to the overall ceiling of +/-30% of total contract value.

Payment shall be made on monthly basis after the work has been certified by the dealing engineer(s) of BHEL.

MODE OF MEASUREMENT:

Quantity of drawings prepared freshly, shall be measured in numbers.

For modification/revision works the measurement shall be done on pro-rata basis. Actual % correction shall be measured for corresponding size of drawing. For example if modification/revision quantum is 50% w.r.t. original drawing, the quantity shall be measured as 0.5 for payment purpose.

* of unit rate of respective drawing-size -

The % age of revision/modification shall be decided as per quantum of work done w.r.t. to original drawing and the decision of respective BHEL engineer will be final.

Indhap
9.6.25.

DEPUTATION OF DRAFTSMEN AT BHEL OFFICE:

01. Draftsmen shall be deputed in BHEL office to carryout drafting/correction work of the drawings.
02. The draftsmen deputed by the contractor shall possess relevant experience in the preparation of civil drawings and electrical layout drawings. Given the domain-specific nature of the work, separate draftsmen shall be deployed for civil and electrical drafting tasks.
The contractor shall ensure that personnel assigned to each domain have adequate qualifications and proven experience in their respective fields, to meet the quality and accuracy standards expected by BHEL.
03. After placement of order, contractor has to submit the list of draftsmen (Civil drawing & electrical layout drawing preparation) whom he intends to depute at BHEL office. BHEL shall select the draftsmen suitable for the job. If BHEL instruct for change of any draftsman, the contractor shall replace him immediately.
04. In accordance with the exigency and volume of work, additional draftsmen may be required to prepare drawings. Upon intimation from BHEL, the contractor shall promptly depute the necessary number of additional draftsmen to undertake drafting and correction tasks as required. The number of draftsmen to be deployed and the duration of their deputation shall be determined solely by BHEL, based on the workload. These parameters are subject to variation depending on the nature and extent of the work involved.
05. The draftsmen deputed by the contractor shall be stationed at the BHEL office and shall adhere to the full working hours on all working days, as per the official schedule. The deputation shall be in accordance with the work schedule and period finalized by BHEL and may be modified based on project requirements.
BHEL will provide the necessary computer systems (PCs) at its office premises for use by the assigned draftsmen during the deputation period.
06. BHEL will provide conducive environment in its office premises (BHEL Sadan, Sector 16A, Noida) with proper seating arrangement, workstations loaded with licensed ACAD software for all the draftsmen.
07. Draftsman may be required to work on holidays also with prior permissions.

QUALIFICATION OF DRAFTSMEN:

The draftsmen deputed should have following qualifications:

- a) The candidate should be ITI or equivalent or higher qualification in draftsmanship from a recognized / reputed government college / institution.
- b) Draftsman should have minimum one year experience of drafting of drawings of any major project in AutoCAD 2012 or later .

SECRECY / CONFIDENTIALITY

- a) The work executed by the Contractor shall be the property of BHEL & shall not be passed on / leaked to any person or agency out-side BHEL/TBG division. This shall be the responsibility of the contractor & his representatives. Non-compliance of this condition shall lead to prosecution under the law of the land. Non-disclosure agreement has to be signed by bidder for this purpose.
- b) All the drawings shall be submitted with templates provided by BHEL. The drawing should not carry vendor's name anywhere.

TENTATIVE TIME SCHEDULE FOR PREPARATION/CORRECTION OF DRAWINGS:

Record of daily attendance and day to day input given and drawing prepared/revised/corrected is to be maintained and the same is to be countersigned by dealing engineers of BHEL. Time schedule for preparation/correction/modification of drawings shall be as follows:

The time schedule for preparation/correction/modification of drawings shall be as follow:

Drawing (2D) Size	Time schedule for Preparation of R0 Drawings (Days)	Time schedule for Correction/modification/Revision of Drawings
A0	5	3
A1	4	2
A2	3	1
A3	2	0.5
A4	1	0.5

Drawing (3D) Size	Time schedule for Preparation of R0 Drawings (Days)	Time schedule for Correction/modification/Revision of Drawings
A0	10	6
A1	8	4
A2	6	2
A3	4	1
A4	2	1

The purpose of above schedule is to check progres of work. If the above time schedule is not being maintained then immediatete action to be taken for increment/replacment of draftsmen.

Repetition of bad performance in terms of delivery and quality of job in the drawings submitted will lead to termination of the rate contract without any notice.

OTHER INSTRUCTIONS:

It shall be responsibility of the successful bidder to ensure timely delivery of all the drawings.

Bidder shall familiarize fully with the standards/ procedures/ practice/ quality requirements of BHEL / Customer, to avoid any dispute at later date and after order placement.

BHEL shall not pay any amount, towards any cost incurred by bidder by way of salaries to his employees (income and taxes) insurance of any nature, benefits/bonus to the employees, etc. BHEL's liability is limited to the amount contracted for the services to be rendered under the scope of work defined.

The bidder shall comply with all State and Central Laws, Statutory Rules, Regulations etc., such as: The payment of wages Act, The Minimum Wages Act, The Workmen Compensation Act -, The Employees Liability Act, The Employees Provident Fund Act and Miscellaneous Provisions Act 1952, Employees State Insurance Scheme, The Contract Labour (Regulations and Abolition) Act 1970, the payment of Bonus and Gratuity Act and other Acts, Rules & Regulations as may be enacted by the Government during the tenure of the contract and having in force or jurisdiction.

ENCLOSURES :

The bill of quantities is enclosed in Annexure-A

BILL OF QUANTITIES

DRAFTING/CORRECTION OF DRAWING USING AUTOCAD

S. No	Description	Unit	Quantity	Estimated Rate (Rs.)	Drafting Amount	Revision Amount
1.1	Preparation/ drafting/ modification of 2D Drawings in AutoCAD. A0 Size	Nos.	250			
1.2	Preparation/ drafting/ modification of 2D Drawings in AutoCAD. A1 Size	Nos.	130			
1.3	Preparation/ drafting/ modification of 2D Drawings in AutoCAD. A2 Size	Nos.	30			
1.4	Preparation/ drafting/ modification of 2D Drawings in AutoCAD. A3 Size	Nos.	170			
1.5	Preparation/ drafting/ modification of 2D Drawings in AutoCAD. A4 Size	Nos.	30			
1.6	Preparation/ drafting/ modification of 3D Model of Switchyard in PRIMTECH 3D software (Deliverable as 2D Drawing in AutoCAD A0 Size)	Nos.	20			
1.7	Preparation/ drafting/ modification 3D Model of Switchyard in PRIMTECH 3D software (Deliverable as 2D Drawing in AutoCAD A1 Size)	Nos.	20			
				TOTAL (Rs.)		

BILL OF QUANTITIES

DRAFTING/CORRECTION OF DRAWING USING AUTOCAD

S. No	Description	Unit	Quantity
1.1	Preparation/ drafting/ modification of 2D Drawings in AutoCAD. A0 Size	Nos.	250
1.2	Preparation/ drafting/ modification of 2D Drawings in AutoCAD. A1 Size	Nos.	130
1.3	Preparation/ drafting/ modification of 2D Drawings in AutoCAD. A2 Size	Nos.	30
1.4	Preparation/ drafting/ modification of 2D Drawings in AutoCAD. A3 Size	Nos.	170
1.5	Preparation/ drafting/ modification of 2D Drawings in AutoCAD. A4 Size	Nos.	30
1.6	Preparation/ drafting/ modification of 3D Model of Switchyard in PRIMTECH 3D software (Deliverable as 2D Drawing in AutoCAD A0 Size)	Nos.	20
1.7	Preparation/ drafting/ modification 3D Model of Switchyard in PRIMTECH 3D software (Deliverable as 2D Drawing in AutoCAD A1 Size)	Nos.	20

FORMAT OF NO DEVIATION CERTIFICATE

(To be submitted in the bidder's letter head)

REF:

Dated.....

**BHARAT HEAVY ELECTRICALS LIMITED,
TRANSMISSION BUSINESS GROUP,
6th Floor, BHEL SADAN,
Plot No- 25, Sector- 16A, Noida,
Distt. Gautambudh Nagar, UP-201301**

TENDER REF.: TBSM/AUTOCAD/DRAFTING SERVICES/TENDER/25-26 DATE: 30.07.2025

**SUB: TENDER FOR “HIRING OF THE AGENCY FOR TWO-YEAR RATE CONTRACT FOR PROVIDING
AUTOCAD DRAFTING SERVICES AT TBG-HQ, NOIDA”.**

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

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

DECLARATION FOR RELATION IN BHEL

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

Ref:

Date.....

To,
AGM/TBSM
Transmission Business Group,
Bharat Heavy Electricals Limited,
6th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida,
Distt. – Gautam Buddh Nagar, UP-201301

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) NIT/Tender Specification No.: **TBSM/AUTOCAD/DRAFTING SERVICES/TENDER/25-26 DATE: 30.07.2025**

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

Tick (√) any one as applicable:

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

OR

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

a)

b)

Signature of the Authorized Signatory

Note:

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

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

AGM/TBSM

Transmission Business Group,

Bharat Heavy Electricals Limited,

6th Floor, BHEL SADAN,

Plot No. 25, Sector-16A, Noida,

Distt. – Gautam Buddh Nagar, UP-201301

Dear Sir,

Sub: Declaration by Authorized Signatory regarding Authenticity of submitted documents.

Ref: 1) **NIT/Tender Specification No: TBSM/AUTOCAD/DRAFTING SERVICES/TENDER/25-26 DATE: 30.07.2025**

2) **All other pertinent issues till date.**

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying /supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Place

FORMATS FOR EPAYMENTS

To,

~~Sr.~~DGM (Finance)
Transmission Business Group
BHEL, TBG Finance,
Plot no. - 25, Sector - 16A
Noida - 201301; U.P.

Subject: E-Payments vide RTGS/NEFT

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

Vendor Name :

Title/Name of Account in the bank :

Account Type(Saving /current) :

Bank Account Number

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Name & address of Bank

Bank /Branch contact person's name :

Bank /Branch Tele Numbers with STD code :

Bank Branch MICR code

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

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

Bank Branch RTGS IFSC code

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

Bank Branch NEFT IFSC code

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

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

Your Email address : **(not more than 20 character)**

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

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

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

Thanking you

For
(Authorised Signatory)

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

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

Note:- Please attach cancelled original Cheque leaf.

DECLARATION REGARDING NO CONFLICT OF INTEREST

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Ref:

Date.....

**To,
AGM/TBSM
Transmission Business Group,
Bharat Heavy Electricals Limited,
6th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida,
Distt. - Gautam Buddh Nagar, UP-201301**

Dear Sir,

Sub: Declaration regarding no conflict of interest.

Ref: 1) NIT/Tender Specification No.:

TBSM/AUTOCAD/DRAFTING SERVICES/TENDER/25-26 Date: 30.07.2025

We, M/s. _____ a company/Firm incorporated under the laws of _____
the country having its registered office at _____, hereby declare and confirm
the following in connection with the tender No. _____

We confirm that no conflict of interest exists in our participation in this tender.

None of our personnel, agents, or subcontractors have any personal, financial, or business relationship with BHEL's employees or officials involved in this tender process that could constitute a conflict of interest.

None of our directors, employees, agents, or allied firms have been involved in need assessment, procurement planning, or evaluation of this tender.

If we are acting as an agent/distributor, we confirm that we do not represent more than one manufacturer in this tender and that the OEM is not bidding separately.

We are not participating in more than one bid in this tender. *

*Participating in any capacity by a bidder (including the participation of a Bidder as a partner/JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

We understand that false declarations may result in disqualification or legal action."

Signature of the Authorized Signatory

Note:

1) Attach separate sheet, if necessary.