

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



**TENDER DOCUMENTS**

**FOR**

**PREPARATION OF DETAILED FABRICATION DRAWINGS (STRUCTURE ASSEMBLY) OF GI STRUCTURES (LATTICE TYPE) FOR SUBSTATION/SWITCHYARD PROJECTS ON RATE CONTRACT BASIS FOR TWO YEARS.**

**TENDER SPEC. NO.: TBSM/FABRICATION-DRAWINGS/RC/TENDER/24-25**

**DATE: 05.09.2024**

**TRANSMISSION BUSINESS GROUP**  
**SUBCONTRACTS MANAGEMENT**  
**INDEX**

| <b>Sl. No.</b> | <b>Description</b>  | <b>No. of Pages</b> |
|----------------|---|---------------------|
| 1.0            | Notice Inviting Tender  | 08                  |
| 2.0            | Pre-Qualifying Requirements   | 02                  |
| 3.0            | Project Information/ BHEL Contact's   | 01                  |
| 4.0            | Terms and Conditions  | 19                  |
| 5.0            | Technical Specification (Specification for Fabrication Drawing)   | 03                  |
| 6.0            | Annexure- A - Conciliation Scheme   | 11                  |
| 7.0            | Bill of Quantity cum Price Schedule (Annexure-I)  | 01                  |
| 8.0            | <b>Price Bid Format: - To be filled by the Bidder Online through <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>.</b> | 01                  |
| 9.0            | No Deviation Certificate  | 01                  |
| 10.0           | Declaration for relation in BHEL  | 01                  |
| 11.0           | Declaration by Authorized Signatory of Bidder   | 01                  |
| 12.0           | Format for E-payments   | 01                  |



# BHARAT HEAVY ELECTRICALS LIMITED

TRANSMISSION BUSINESS GROUP

SECTOR-16A, NOIDA -201301

e-mail: [dipak.mandal@bhel.in](mailto:dipak.mandal@bhel.in)

## NOTICE INVITING TENDER

REF.: TBSM/FABRICATION-DRAWINGS/RC/TENDER/24-25

DATE: 05.09.2024

SUB: TENDER FOR "PREPARATION OF DETAILED FABRICATION DRAWINGS (STRUCTURE ASSEMBLY) OF GI STRUCTURES (LATTICE TYPE) FOR SUBSTATION/SWITCHYARD PROJECTS ON RATE CONTRACT BASIS FOR TWO YEARS".

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                       |
|---|-------------------------------|-----------------------|---------------------------------|--|
| Preparation of detailed Fabrication Drawings (Structure Assembly) of GI Structures (Lattice Type) for Substation/Switchyard Projects on Rate Contract basis for two years | 02 Years from the date of LOI | Nil                   | 17.09.2024<br>14.30 hrs.        | 17.09.2024<br>15.30 hrs.<br>(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 EXCEPT EMD (which shall be submitted in physical form (as described in NIT cl. No.1) above as mentioned below:

#### **a) Technical Bid (Un priced Tender)**

All Technical details (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):

- Earnest money Deposit (EMD) furnished in accordance with NIT Clause.
- 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.

- v) A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
  - c) Uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.
  - d) Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).
3. **Tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described in “Annexure to the Conditions of contract for civil work “which shall be part of the Technical Bid.**

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

|  |
|--|
| <p><b>TENDER SPEC. NO: TBSM/FABRICATION-DRAWINGS/RC/TENDER/24-25, DATE: 05.09.2024</b></p> <p><b>TO,</b></p> <p><b>Dipak Kumar Mandal</b></p> <p><b>AGM (TBSM)</b></p> <p><b>BHARAT HEAVY ELECTRICALS LIMITED,</b></p> <p><b>TRANSMISSION BUSINESS GROUP,</b></p> <p>5th Floor, BHEL SADAN, Plot no.: - 25, Sector- 16A, Noida,</p> <p>Distt. – Gautam Buddh Nagar, UP-201301</p> <p><b>TELEPHONE: 0120-6748134, 99111 63182</b></p> <p>E-mail: <a href="mailto:dipak.mandal@bhel.in">dipak.mandal@bhel.in</a></p> |
|--|

- 4. **Bidders may please note that no other mode of bid submission shall be considered for evaluation apart from Clause no. 2 to 3 mentioned above.**
  - 5. The prospective bidders who have downloaded the tender documents from our website are requested to send their acknowledgement and willingness to participate in the tender to the undersigned, through fax or email.
  - 6. Offers should be strictly in accordance with the Tender Specifications and General Instructions to Tenderer enclosed herewith.
  - 7. “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.
- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their 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. 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](http://www.bhel.com).
  - 11. Integrity commitment, performance of the contract and punitive action thereof:

#### 18.1. 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.

#### 18.2. Commitment by Bidder/ Supplier/ Contractor:

18.2.1. 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.

18.2.2. 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.

18.2.3. 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”.

12. 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.

13. 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."

14. 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.

15. The evaluation currency for this tender shall be INR.

16. 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.

17. 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 freezed. Bidders should quote their most competitive rates as there will not be any price negotiation. However, if felt necessary by BHEL, price negotiation will be held with lowest bidder (L-1) only. **IT WOULD BE PREFERRED THAT YOUR OFFER IS WITHOUT ANY DEVIATION w.r.t. TENDER SPECIFICATIONS AND THE SAME MAY BE CLEARLY MENTIONED ON THE COVERING LETTER ACCOMPANYING THE TECHNICAL BID.** Offers with deviations are likely to be rejected.

18. 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.
19. The purchase preference for central P.S.U.s shall be given as per the prevailing Government policy.
20. 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.
21. 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.
22. 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 technical capability will be discussed and ascertained by the committee.
23. **Conflict of Interest among bidders/Agents: -**

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

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

Thanking you,

Yours faithfully,  
For and on behalf of BHEL,

**(Dipak Kumar Mandal)**  
**AGM /TBSM**

**TO BE FILLED BY TENDERER OVER THEIR LETTERHEAD**

**ANNEXURE - X**

REF.: TBSM/FABRICATION-DRAWINGS/RC/TENDER/24-25

DATE: 05.09.2024

**SUB: TENDER FOR “TENDER FOR “PREPARATION OF DETAILED FABRICATION DRAWINGS (STRUCTURE ASSEMBLY) OF GI STRUCTURES (LATTICE TYPE) FOR SUBSTATION/SWITCHYARD PROJECTS ON RATE CONTRACT BASIS FOR TWO YEARS”.**

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 – Y**

REF.: TBSM/FABRICATION-DRAWINGS/RC/TENDER/24-25

DATE: 05.09.2024

**SUB: TENDER FOR “PREPARATION OF DETAILED FABRICATION DRAWINGS (STRUCTURE ASSEMBLY) OF GI STRUCTURES (LATTICE TYPE) FOR SUBSTATION/SWITCHYARD PROJECTS ON RATE CONTRACT BASIS FOR TWO YEARS”.**

**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 REQUIREMENT**

**TENDER SPEC. NO.: TBSM/FABRICATION-DRAWINGS/RC/TENDER/24-25**

**DATE: 05.09.2024**

**SUB: TENDER FOR “PREPARATION OF DETAILED FABRICATION DRAWINGS (STRUCTURE ASSEMBLY) OF GI STRUCTURES (LATTICE TYPE) FOR SUBSTATION/SWITCHYARD PROJECTS ON RATE CONTRACT BASIS FOR TWO YEARS”.**

Only those who are technically and financially capable to execute the Job and who fulfil the Qualifying requirements [QR] given under are eligible to quote against the above NIT. Tenderers should submit their offer in a sealed envelope as per the procedure specified in tender documents. The minimum QR of vendor for tender submission shall be as under:

| Sl. No. | Criteria     | Description  |
|---------|--------------|--|
| A       | Turn Over    | <p>Vendors should have a minimum average annual turnover of Rs. <b>3,58,849/-</b> for last three fin. Years (2020-21, 2021-22 &amp; 2022-23 OR 2021-22, 2022-23 &amp; 2023-24) and should submit audited balance sheet and Profit &amp; Loss Account Sheet of these years. In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self-certified copies of Balance Sheet, Profit &amp; Loss account along with income tax returns.</p> <p>The audited financial statements must be signed by the owner and the auditor. Auditors seal, Name, Membership No., Firm Registration No. &amp; firm name (if applicable), UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit &amp; Loss A/c and Balance Sheet.</p> <p>In case of proprietorship and partnership firms where Audited Profit &amp; 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. &amp; firm name (if applicable), UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing.</p> |
| B       | Profit       | <p>Vendor should have earned profit in at least one year during last three financial years as mentioned in 'A' above.</p>  |
| C       | Similar Work | <p>Vendor should have <b>successfully executed similar work (Preparation of detailed fabrication drawings (Structure Assembly) of Gantry Tower, beams, equipment support structure and BOM's of substation structure-Lattice Type of 132kV or above rating substation or transmission line towers) during last seven years ending 31.07.2024</b> and should be either of the following:</p> <p>(i) Similar work costing not less than <b>Rs. 4,78,465/-</b> per annum either through annual rate contract (s)/ similar job (s) for three years.</p> <p style="text-align: center;">OR</p> <p>(ii) Similar work costing not less than <b>Rs. 5,98,082/-</b> per annum either through annual rate contract (s)/ similar job (s) jobs for two years.</p> <p style="text-align: center;">OR</p> <p>(iii) Similar work costing not less than <b>Rs. 9,56,931/-</b> per annum either through annual rate contract (s) / similar job (s) for one year.</p>  |

|   |                          |   |
|---|--------------------------|---|
| D | Additional Qualification | In addition to above bidder should have: <ol style="list-style-type: none"> <li>1. Minimum experience of 3 years (as on 31.07.2024), of in-house fabrication drawing capability of GI structures.</li> <li>2. The bidder must submit sample of detailed fabrication (Structure assembly) drawings of Gantry Tower, beams and equipment support structure along with the bid.</li> </ol> |
|---|--------------------------|---|

**NOTES:**

1. Experience mentioned at Sl. No. D above may be included in work order furnished towards Sl. No. C or separate work order of any value.
2. The bidder shall submit the Contract Agreement/ Work Order/LOI, BOQ/Drawings and performance/ completion/ execution certificate issued by Customer/ Contractor along with technical bid in support of qualification.
3. 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. Executed value of work order shall be considered for evaluation against PQR.
4. In order to technically qualify in this tender, bidder should meet all criteria i.e. A, B, C & D mentioned above.
5. If the job is executed in the last seven years period, as specified above (job mentioned at Sl. No. C & D), even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
6. Consortium/ JV bidding is not allowed.
7. BHEL reserves the right to:
  - (a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
  - (b) Postpone the above mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
  - (c) May ask for further proofs including TDS certificates/ Final bill/Form 26AS/ payment detail for the said job for cross- verification.
8. BHEL shall not be responsible for any delay, loss, damage for bids sent by post.
9. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
10. Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
11. 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.
12. 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.
13. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, [www.bhel.com](http://www.bhel.com) & <https://eprocurebhel.co.in> and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

## **Project Information/ BHEL's Contacts**

### **NAME OF THE WORK: -**

**PREPARATION OF DETAILED FABRICATION DRAWINGS (STRUCTURE ASSEMBLY) OF GI STRUCTURES (LATTICE TYPE) FOR SUBSTATION/SWITCHYARD PROJECTS ON RATE CONTRACT BASIS FOR TWO YEARS.**

### **1.0 PROJECT LOCATION AND DETAILS:**

WILL BE INTIMATED AS & WHEN REQUIRED

### **2.0 CONTACT PERSON:**

#### **FOR CONTRACTUAL ISSUES:**

DIPAK KUMAR MANDAL  
AGM (TBSM)  
SUBCONTRACTS MANAGEMENT,  
TRANSMISSION BUSINESS GROUP,  
Plot No. 25, Sector-16A, Noida,  
Distt. Gautambudh Nagar, UP-201301  
  
PHONE: 0120-674-8134/ 99111 63182  
E-mail: [dipak.mandal@bhel.in](mailto:dipak.mandal@bhel.in)

#### **FOR TECHNICAL & CONTRACT EXECUTION ISSUES:**

P L KADHALA  
DGM (TBEM)  
TRANSMISSION BUSINESS GROUP,  
Plot No. 25, Sector-16A, Noida,  
Distt. Gautambudh Nagar, UP-201301  
  
PHONE: 0120-6748552  
E-mail: [plkadhala@bhel.in](mailto:plkadhala@bhel.in)

**BHARAT HEAVY ELECTRICALS LIMITED**  
**Transmission Business Group**  
**Subcontract Management**

**TERMS AND CONDITIONS**

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

**1.0 GENERAL INSTRUCTION**

**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.

**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.

**1.3. PROCEDURE FOR SUBMISSION OF SEALED TENDERS**

1.3.1. Bidders may please refer Cl no. 2 to Cl no. 3 of the Notice inviting tender.

1.3.2. The tenders received after the specified time of their submission shall be treated as 'Late Tenders' and shall not be considered under any circumstances.

1.3.3. 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.

1.3.4. 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.

1.3.5. Before submission of offer, the tenderer is advised to inspect the work & 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 site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge on any of these conditions/ resources.

1.3.6. 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.

1.3.7. 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.

- 1.3.8. 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.
- 1.3.9. The quoted percentage will apply to the individual items of “Annexure-I i.e. Bill of Quantity Cum Price Schedule” uniformly.
- 1.3.10. 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.
- 1.3.11. The tenderer must provide the registered e-mail of their registered office along with the addresses and authorised phone/mobile nos.

**1.4. ADJUSTMENT PRICE DISCREPANCY (IES): - Not Applicable being e procurement.**

**1.5. EVALUATION OF PRICE BIDS**

- 1.5.1. Price Bids of unqualified bidders shall not be opened.
- 1.5.2. 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.
- 1.5.3. 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.
- 1.5.4. In case of electronic Reverse Auction, the unqualified bidders shall not be allowed to participate in reverse auction.

**1.6. DOCUMENTS TO BE ENCLOSED:**

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

- 1.6.1. 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.

**1.6.2. 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.

**1.6.3. AUDITED BALANCE SHEET AND INCOME TAX RETURN:**

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

**1.6.4. 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.

1.6.5. DOCUMENT RELATED TO INCORPORATION OF BUSINESS ENTITY:

1.6.5.1. IN CASE OF INDIVIDUAL TENDERER:

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

1.6.5.2. 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.

1.6.5.3. 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.

1.6.6. Offer forwarding letter over the letterhead.

1.6.7. *Declaration sheets (As per Prescribed format) over the letter head.*

1.6.8. *No Deviation certificates (As per Prescribed format) over the letterhead.*

1.6.9. 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.

**1.7. 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.

**1.8. REJECTION OF TENDER & OTHER CONDITIONS:**

**1.8.1.** 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.

**1.8.2.** 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.

- 1.8.3. 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.
- 1.8.4. 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.
- 1.8.5. 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.
- 1.8.6. 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.
- 1.8.7. 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.
- 1.8.8. 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.
- 1.8.9. 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.
- 1.8.10. The successful tenderer should not sub-contract the part or complete work detailed in the tender specifications without written permission of BHEL's Site In charge/ Sector Head. For this the contractor shall submit request application to site in charge supported by credentials (financial and technical) and resource mobilization schedule of such sub-contractor. Such request is to be considered in consultation with end user/ultimate customer (if applicable) and subject to satisfactory credentials, fund flow arrangement between them, HSE and other contractual and statutory obligations. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.8.11. 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-I party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- 1.8.12. 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.

**1.9. NO DEVIATIONS ARE ACCEPTABLE: -**

Offers with deviations are likely to be rejected. However, if the bidder insists on any technical or commercial deviations from the specifications and / or tender conditions, **the price implication, if any, of withdrawing the deviations must be submitted along with the price bid in a separate sealed envelope** super-scribed **“PRICE IMPLICATION FOR WITHDRAWAL OF DEVIATIONS”**. No price implication for withdrawal of deviation shall be accepted at a later date, after opening of technical bid.

1.10. Consortium/ JV bidding is not allowed under this NIT.

**2.0 EARNEST MONEY DEPOSIT**

Not applicable for subject NIT.

**3.0 SECURITY DEPOSIT**

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

3.1. 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.**

3.2. **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)

**3.3. Submission of Security Deposit:**

- i) At least 50 % of the required Security Deposit, including the EMD, shall be submitted before start of work. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.
- ii) 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.

3.4. 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).

3.5. 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 and the same will be kept valid by proper renewal till the completion of the work.

3.6. 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.

**3.7. 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.**

**3.8. 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.**

**3.9. 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  |

**4. QUANTITY AND PRICE VARIATION-**

The quantities indicated in "Bill of Quantity" attached with the tender are indicative only and individual quantity may vary up to any extent. Unit price will be firm and no price escalation is payable throughout the execution / extended period of the rate contract.

5. **TAXES & DUTIES:**

- 5.1. 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.
- 5.2. Contractors have to make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities, for bringing their material, plant and machinery at site for the execution of the contract. Road permits / way bill, if required shall be arranged by the contractor.
- 5.3. The Contractor is responsible to furnish documentary evidence towards GST Registration of the State wherein the site is located or any other documents as per GST Act which may be required from time to time. BHEL will not be held to be responsible for any non-compliance of the Contractor in respect of GST laws as framed from time to time.
- 5.4. 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 declaring such invoices in GSTR-1 and the same should be available to BHEL in the form GSTR -2A/ 2B electronically through GST portal.
  - (iv) Confirmation of payment of GST thereon by contractor on GST portal.
- 5.5. The GST amount shall get reflected within prescribed time limit in the GSTN for BHEL to avail the input credit. If the GST Credit is reversed/ denied/ delayed to BHEL due to non-receipt/delayed receipt of Services and/or tax invoice or due to expiry of timeline prescribed in GST law or due to any other factor for availing such Input Tax Credit (ITC) or for any other reason arising out of the act directly attributable to the Contractor, GST amount shall be recoverable from Contractor from any dues payable to the Contractor along with any interest levied/ leviable on BHEL.
- 5.6. Statutory variation, if any, on account of GST will be payable by BHEL at actuals on submission of documentary evidence.
- 5.7. 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.
- 5.8. **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.

6. **PERIOD OF RATE CONTRACT:**

The rate contract shall be valid for 2 years, effective from the date of issue of LOI. However, BHEL may renew the contract for a further three months/ or part thereof with mutual consent. BHEL shall reserve the right and option to effect premature termination of this rate contract at any point of time, if felt necessary without any financial implication on BHEL.

A separate work order shall be issued for each particular project. The project specific BOQ shall be furnished to successful bidders on case to case basis. The contract value for each project specific case will be work out as per the rate contract. The quantities given in project specific BOQs will be tentative and may vary to any extent.

7. **LAW GOVERNING THE CONTRACT & COURT JURISDICTION:**

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

8. **Delay and Extension of Time :**

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

- (i) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (ii) by delay on the part of the agency or tradesman engaged by the BHEL in executing work not forming part of the contract, or
- (iii) by reason of any other cause which in the absolute discretion of the Engineer is beyond the vendor'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 vendor by the Engineer in writing shall be final and binding on the vendor.
- (iv) 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 additional Bank guarantee equivalent to maximum LD amount of particular project work order valid till completion of work under their scope and grant of final time extension.

The Final Delay analysis shall be prepared on completion of the work. In case of delay attributable to vendor, LD shall be deducted for that period in line with clause "Liquidated Damage" from the final bill.

9. **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. 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.

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 fulfill his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions.

**2. Breach of Contract, Remedies and Termination**

- 2.1. BHEL shall notify the contractor by way of 14 days' notice to rectify/improve the breaches mentioned herein within the time prescribed in the said notice. If the contractor fails to rectify/improve the breaches with the stipulated time period, then terms of the contract shall be considered to have been breached. In that Case BHEL shall have the right to terminate the contract in any of the following breaches:

- i) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
- ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii) Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv) Repeated failure of contractor in deploying the required resources, to comply the statutory requirements etc. even after given by BHEL in writing.
- v) Strike or Lockout declared is not settled within a period of one month.
- vi) Termination of Contract on account of any other reason (s) attributable to Contractor.
- vii) Assignment, transfer, subletting of Contract without BHEL's written permission.
- viii) Non-compliance to any contractual condition or any other default attributable to Contractor.

**LD against delay in executed work in case of Termination of Contract:**

LD against delay in executed work shall be calculated in line with respective clause of Liquidated Damages 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.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- i) 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
- ii) Let the value of executed work till the time of termination of contract= X

- iii) 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
- iv) Delay in executed work attributable to contractor i.e.  $T2 = [1 - (X/Y)] \times T1$
- v) LD shall be calculated in line with **Liquidated damages/Penalty** clause of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

## 2.2 Remedies in case of Breach of Contract is established:

In case of breach of contract is committed under Clause 2.1, amount equivalent to 10% of contract value shall be recovered in case of termination of contract by BHEL due to breach of contract by the contractor. This amount shall be recovered from 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, etc. with BHEL) or legal remedies shall be pursued.

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.

Sequence of recovery to be made in case of breach of contract is as below:

- (a) In case, the value of Security Deposit & Retention Amount, available for the Contract, is less than 10% of the Contract Value, the balance amount shall be recovered from dues available in the form of Bills payable to contractor against the same contract etc.
- (b) Demand notice of 30 days for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- (c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be pursued for balance recovery:
  - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery after serving a prior notice to the contractor intimating him about the amount to be recovered from this contract.
  - ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor after serving a prior notice to the contractor intimating him about the amount to be recovered from this contract.
  - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

Note:

- 1) In addition to above, levy of liquidated damages, debarment, termination, short-closure etc. shall be applied as per provisions of the contract.
- 2) If tendering is done for the balance work, the defaulted contractor shall not be eligible for either executing the balance work or to participate in the tender(s) for executing the balance work. Defaulted Contractor will include:
  - a) In case defaulted contractor is The Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
  - b) 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.

- 2.3 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.
- 2.4 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, as per mutual agreement.
- 2.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfil any of his obligations in the following manner:
- a) Recovery will include overhead of 5% for repeat instances of similar default;
  - b) With interest as mentioned elsewhere in the GCC for the amount for which recovery is not possible through the unpaid RA Bill available with BHEL.
- 2.6 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.

10. **LIQUIDATED DAMAGES/PENALTY CLAUSE:**

If the vendor fails to complete the work within the specified contractual period or extension thereof granted by the engineer, liquidated damage will be imposed on the vendor for delay in completion of the work @ 0.5% (half percent) of the contract value of individual work order, per calendar week, subject to ceiling of 10% of the contract value of the individual work order. Amended/ revised contract value of the individual work order shall be considered for calculating LD/ penalty.

11. **PERFORMANCE MONITORING:**

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

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. **FACILITIES PROVIDED TO MSEs:**

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyam Registration Certificate or or EM-II certificate along with attested copy of a CA certificate applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

**13. CONSEQUENCES OF CANCELLATION:**

Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work, the work may be got completed by any other means at the vendor's risk and cost provided that in the event of the cost of completion (as certified by the BHEL's Engineer which shall be final and binding on the vendor) being less than the contract value, the advantage shall accrue to BHEL.

If the cost of completion exceeds the money due to the Vendor under the Contract, the Vendor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the vendor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

**14. TERMS OF PAYMENT (REPRODUCE BELOW) SHALL BE AS PER CL NO. 7 OF TECHNICAL SPECIFICATION:**

| S. No. | Description   | Payment |
|--------|---|---------|
| a)     | On submission of documents after final approval as per Document Schedule (As per Clause no. 5 of Technical specification) | 100%    |

**15. COMMUNICATION:**

The Contractor will make his own arrangement for all his communication needs such as telephone, fax, internet etc.

**16. 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, EMD, 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.

**17. 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.

**18. SUSPENSION OF BUSINESS DEALINGS**

BHEL reserves the right to take action 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.

**19. SETTLEMENT OF DISPUTE**

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Contractor, 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 for resolution by the 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 contractor 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 contractor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through Conciliation as per **Model Conciliation Clause for Conducting Conciliation Proceedings Under the BHEL Conciliation Scheme, 2018**

#### 19.1. **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 **Model Conciliation Clause for Conducting Conciliation Proceedings Under the BHEL Conciliation Scheme, 2018** to GCC- "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com)).

##### 19.1.1. **Model Conciliation Clause for Conducting Conciliation Proceedings Under the BHEL Conciliation Scheme, 2018**

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

#### **Notes:**

1) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2) Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-A to this GCC.

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

#### 19.2. **ARBITRATION:**

Any Dispute which is not resolved amicably by conciliation, as provided in **Model Conciliation Clause for Conducting Conciliation Proceedings Under the BHEL Conciliation Scheme, 2018**, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Arbitration & Conciliation Act, 1996

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 **Model Conciliation Clause for Conducting Conciliation Proceedings Under the BHEL Conciliation Scheme, 2018** 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, commence arbitration in respect of such Dispute to be adjudicated by Sole Arbitrator to be appointed by mutual consent of the parties from among the List of empanelled Arbitrators maintained by BHEL, in the following manner:

- a) 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'). The Notice shall be addressed to the Head of the UNIT/ Power Sector Region, BHEL, 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.
- b) BHEL, shall within 60 days from the receipt of such notice shall send a panel of at least three arbitrators from among its empanelled arbitrators or otherwise to the Contractor for choosing one among them for such appointment, within 15 days from the date of receipt of the Panel of Arbitrators from BHEL.
- c) Upon receipt of the consent from the Contractor, Head of the UNIT/Power Sector Region, BHEL shall appoint the sole arbitrator as short listed by the Contractor, within 15 days from the receipt of such nomination. Notice to the Parties of the constitution of the arbitral tribunal shall be issued by BHEL.
- d) In case, the contractor fails to inform its choice of name for appointment of sole arbitrator from the panel of at least three arbitrators sent by BHEL or no response is received from the contractor, within 15 days from the date of receipt of the Panel of Arbitrators from BHEL, Head of the UNIT/ Power Sector Region, BHEL shall appoint the sole arbitrator from among the three names sent to the contractor earlier.
- e) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings or his mandate is terminated by the Court, it shall be lawful for Head of the UNIT/Power Sector Region, BHEL to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.
- f) The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings and other incidental expenses. It is also term of the contract that the claimant shall bear the arbitrator fee, administrative expenses and cost for the claims and the Respondent shall bear the arbitrator fee, administrative expenses and cost for the counter claims.
- g) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to mediation or Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under: i. 40% of the fees if the Pleadings are complete. ii. 60% of the fees if the Hearing has commenced. iii. 80% of the fees if the Hearing is concluded but the Award is yet to be passed. g. Each party shall pay its share of arbitrator's fees in stages as under or as per the directions of Arbitrator:
  - i. 40 % of the fees on Completion of Pleadings.

- ii. 40% of the fees on Conclusion of the Final Hearing.
- iii. 20% at the time when arbitrator notifies the date of final award.

- h) The seat and venue of Arbitration shall be New Delhi.
- i) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.
- j) Arbitrator shall be paid fees as per the Fee Schedule (presently Fourth Schedule) provided in 'The Arbitration and Conciliation Act, 1996' as amended from time to time.
- k) 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.
- l) Notwithstanding any reference to the Independent Engineer or Mediation 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.

**19.3. 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.

- 20. **PVC Clause:-** Not applicable for this NIT.
- 21. **ORC Clause:** Not applicable for this NIT.
- 22. **Bonus clause:** Not applicable for this NIT.

**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 \_\_\_\_\_<sup>1</sup> (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_<sup>2</sup> valued at Rs. ....<sup>3</sup> ( 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. ....<sup>4</sup> (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 \_\_\_\_\_<sup>5</sup> 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 \_\_\_\_\_<sup>6</sup>, (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.....<sup>4</sup>
- b) This Guarantee shall be valid up to .....<sup>5</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>6</sup> 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)

<sup>1</sup> ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.  
<sup>2</sup> DETAILS ABOUTTHE NOTICE OF AWARD/CONTRACTREFERENCE  
<sup>3</sup> CONTRACT VALUE  
<sup>4</sup> BG AMOUNTIN FIGURES AND WORDS  
<sup>5</sup> VALIDITY DATE (At least 3 months more than completion period)  
<sup>6</sup> 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.

**SCOPE, SPECIFIC TECHNICAL REQUIREMENT & QUANTITIES****1.0.0 INTRODUCTION**

- 1.1.0 The purpose of this specification is to specify all details required by an Agency for Preparation of detailed fabrication (structure assembly), drawing of GI Structures (Lattice Type) for projects being executed by BHEL on turnkey basis for NTPC, POWERGRID, SEBs and other Customers.
- 1.1.1 Quoting their most competitive rates for items indicated in Annexure I of this specification for entering into a rate contract with BHEL for 2 years.

**2.0.0 SCOPE**

- 2.1.0 The work involves preparation of drawing for following type of GI Structures.
- 2.1.1 **Lattice Type:**  
Required for gantry towers with or without peaks, Beams, Equipment support structures.
- 2.2.0 The detailed scope of work shall be as per following:
  - 2.2.1 Preparation & submission of detailed fabrication (structure assembly) drawings including structure hardware statement including their approval from BHEL/Customer, based on line sketches and other relevant input provided by BHEL from time to time.
  - 2.2.2 Preparation & submission of Bill of materials (BOMs), weight of structure hardware based on above approved fabrication drawing including their approval from BHEL.
  - 2.2.3 The detailed drawings shall include sufficient details so that no difficulty is faced by the fabricator during fabrication.

**3.0.0 SPECIFIC TECHNICAL REQUIREMENTS**

- 3.1.0 The specific technical requirement shall be as per input provided by BHEL from time to time after award of work.
- 3.1.1 The agency is expected to interact closely with BHEL engineering group for any input/clarification. As the time schedule for working will be very tight, it will be in the interest of the design agency to finalize details across the table.

**4.0.0 BILL OF QUANTITY**

- 4.1.0 The Bill of Quantity shall be as per Annexure I. The quantities mentioned in this are indicative only and individual quantity may vary up to any extent. The Design Agency is required to quote their most competitive rates for these items.

**5.0.0 DOCUMENTATION SCHEDULE:**

5.1.0 All drawing shall be prepared in AutoCAD. All drawing shall be prepared on standard size (viz. A0, A1, A2, A3 & A4) and 'Title Block' shall be as provided by BHEL. The standard size of drawing shall be as per direction of Engineer-in-charge.

5.1.1 The number of copies of drawings/BOMs required to be submitted shall be as follows: -

- A. *At each stage of approval* - Soft copy (AutoCAD & pdf format) through email
- B. *After Final approval* - Soft copy (AutoCAD & pdf format) through email

**6.0.0 TIME SCHEDULE:**

6.1.0 The following time schedule shall be permitted for submission of drawings.

| Sl. No.  | Description (Type of Structure)        | Submission Time (From receipt of input) |
|--|--|---|
| <b>Fabrication (Structure Assembly) Drawings</b> |  |   |
| 1  | Gantry Towers (incl. peak if required) | 5 day per tower                         |
| 2  | Beams                                  | 4 days per beams                        |
| 3  | Equipment Support Structures           | 2 days per equipment support structures |

6.1.1 Bill of Materials (BOMs) shall be submitted along with final submission of fabrication (structure assembly) drawings.

**7.0.0 PAYMENT SCHEDULE:**

| Sl. No. | Condition   | Payment              |
|---------|---|----------------------|
| (a)     | On submission of documents after final approval as certified by BHEL. | 100% of quoted rate. |



**Annexure-I**

**BOQ**

**Name of Project:- Preparation of detailed fabrication drawings (structure assembly) for GI Structures (Lattice type) for substation/switchyard projects on rate contract basis for the period of two years..**

| Sl. No   | Description   | Unit  | Quantity | Unit Rate<br>(excluding<br>GST in Rs.) | Total Price<br>(excluding<br>GST in Rs.) |
|----------|---|-------|----------|--|--|
| <b>1</b> | <b>Preparation &amp; submission of fabrication (structure assembly) drawings &amp; BOMs including their approval from BHEL/Customer based on input from BHEL.</b> |       |          |  |  |
| <b>A</b> | <b>LATTICE STRUCTURES (Gantry Towers &amp; Beams)</b>   |       |          |  |  |
| i        | 765kV Beams - Central Beam  | No.   | 18       | 8500                                   | 153000                                   |
| ii       | 765kV Beams - Centilever Beam (L+R)   | Set   | 18       | 8500                                   | 153000                                   |
| iii      | 765kV Towers with Horizontal Peak   | Types | 9        | 22167                                  | 199503                                   |
| iv       | 765kV Towers with Angular Peak  | Types | 9        | 24667                                  | 222003                                   |
| v        | 400kV Beams   | Types | 30       | 7100                                   | 213000                                   |
| vi       | 400kV Towers  | Types | 40       | 8500                                   | 340000                                   |
| vii      | 400kV LM  | Types | 5        | 23333                                  | 116665                                   |
| viii     | 220kV Beams   | Types | 10       | 6167                                   | 61670                                    |
| ix       | 220kV Tower   | Types | 15       | 7500                                   | 112500                                   |
| x        | 220kV LM  | Types | 2        | 20000                                  | 40000                                    |
| xi       | 132/110kV Beams   | Types | 5        | 5167                                   | 25835                                    |
| xii      | 132/110kV Tower/LM  | Types | 5        | 6000                                   | 30000                                    |
| xiii     | 66/33kV Beams   | Types | 5        | 4333                                   | 21665                                    |
| xiv      | 66/33kV Tower/LM  | Types | 5        | 5333                                   | 26665                                    |
| xv       | Double Pole Structure for 33/11kV   | Types | 2        | 5333                                   | 10666                                    |
| <b>B</b> | <b>LATTICE STRUCTURES (Eqpt. Support Structures)</b>  |       |          |  |  |
| i        | 765/800kV Equipment Support Structure except Wave Trap & 3-Ph Isolators   | Types | 35       | 5500                                   | 192500                                   |
| ii       | 765/800kV 3-Ph Isolators  | Types | 10       | 7667                                   | 76670                                    |
| iii      | 765/800kV 1-Ph Wave Trap  | Types | 5        | 5500                                   | 27500                                    |
| iv       | 400kV Equipment Support Structure except 3-Ph Isolators   | Types | 50       | 3333                                   | 166650                                   |
| v        | 400kV 3-Ph Isolators  | Types | 10       | 5000                                   | 50000                                    |
| vi       | 220kV Equipment Support Structure except Isolators  | Types | 20       | 3000                                   | 60000                                    |
| vii      | 220kV 3-Ph Isolators  | Types | 5        | 4067                                   | 20335                                    |
| viii     | 132/lower kV rating Equipment Support Structure incl Isolator   | Types | 25       | 2900                                   | 72500                                    |
|          | <b>Total</b>  |       |          |  | <b>2392327</b>                           |

**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:

| <b>Sl No</b> | <b>Particulars</b>                       | <b>Amount</b>   |
|--------------|--|---|
| 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.<br>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.<br/>Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores.<br/>Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on<br/>Signing of the Settlement Agreement after approval of the Competent Authority or<br/>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):

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

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:- Preparation of detailed Fabrication Drawings (Structure Assembly) of GI Structures (Lattice Type) for Substation/Switchyard Projects on Rate Contract basis for two years.****Tender Spec. No.: TBSM/FABRICATION-DRAWINGS/RC/TENDER/24-25, Date: 05.09.2024**

| Sl. No | Description  | Unit  | Quantity | Unit Rate   | Total Price           |
|--------|--|-------|----------|-------------|-----------------------|
| 1      | Preparation & submission of fabrication (structure assembly) drawings & BOMs including their approval from BHEL/Customer based on input from BHEL. |       |          |             |                       |
| A      | <b>LATTICE STRUCTURES (Gantry Towers &amp; Beams)</b>  |       |          |             |                       |
| i      | 765kV Beams - Central Beam   | No.   | 18       | ₹ 8,500.00  | ₹ 1,53,000.00         |
| ii     | 765kV Beams - Centilever Beam (L+R)  | Set   | 18       | ₹ 8,500.00  | ₹ 1,53,000.00         |
| iii    | 765kV Towers with Horizontal Peak  | Types | 9        | ₹ 22,167.00 | ₹ 1,99,503.00         |
| iv     | 765kV Towers with Angular Peak   | Types | 9        | ₹ 24,667.00 | ₹ 2,22,003.00         |
| v      | 400kV Beams  | Types | 30       | ₹ 7,100.00  | ₹ 2,13,000.00         |
| vi     | 400kV Towers   | Types | 40       | ₹ 8,500.00  | ₹ 3,40,000.00         |
| vii    | 400kV LM   | Types | 5        | ₹ 23,333.00 | ₹ 1,16,665.00         |
| viii   | 220kV Beams  | Types | 10       | ₹ 6,167.00  | ₹ 61,670.00           |
| ix     | 220kV Tower  | Types | 15       | ₹ 7,500.00  | ₹ 1,12,500.00         |
| x      | 220kV LM   | Types | 2        | ₹ 20,000.00 | ₹ 40,000.00           |
| xi     | 132/110kV Beams  | Types | 5        | ₹ 5,167.00  | ₹ 25,835.00           |
| xii    | 132/110kV Tower/LM   | Types | 5        | ₹ 6,000.00  | ₹ 30,000.00           |
| xiii   | 66/33kV Beams  | Types | 5        | ₹ 4,333.00  | ₹ 21,665.00           |
| xiv    | 66/33kV Tower/LM   | Types | 5        | ₹ 5,333.00  | ₹ 26,665.00           |
| xv     | Double Pole Structure for 33/11kV  | Types | 2        | ₹ 5,333.00  | ₹ 10,666.00           |
| B      | <b>LATTICE STRUCTURES (Eqpt. Support Structures)</b>   |       |          |             |                       |
| i      | 765/800kV Equipment Support Structure except Wave Trap & 3-Ph Isolators  | Types | 35       | ₹ 5,500.00  | ₹ 1,92,500.00         |
| ii     | 765/800kV 3-Ph Isolators   | Types | 10       | ₹ 7,667.00  | ₹ 76,670.00           |
| iii    | 765/800kV 1-Ph Wave Trap   | Types | 5        | ₹ 5,500.00  | ₹ 27,500.00           |
| iv     | 400kV Equipment Support Structure except 3-Ph Isolators  | Types | 50       | ₹ 3,333.00  | ₹ 1,66,650.00         |
| v      | 400kV 3-Ph Isolators   | Types | 10       | ₹ 5,000.00  | ₹ 50,000.00           |
| vi     | 220kV Equipment Support Structure except Isolators   | Types | 20       | ₹ 3,000.00  | ₹ 60,000.00           |
| vii    | 220kV 3-Ph Isolators   | Types | 5        | ₹ 4,067.00  | ₹ 20,335.00           |
| viii   | 132/lower kV rating Equipment Support Structure incl Isolator  | Types | 25       | ₹ 2,900.00  | ₹ 72,500.00           |
|        | <b>Total Amount (Excluding GST)</b>  |       |          |             | <b>₹ 23,92,327.00</b> |

## Percentage BoQ

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

Name of Work: PREPARATION OF DETAILED FABRICATION DRAWINGS (STRUCTURE ASSEMBLY) OF GI STRUCTURES (LATTICE TYPE) FOR SUBSTATION/SWITCHYARD PROJECTS ON RATE CONTRACT BASIS FOR TWO YEARS

Contract No: TBSM/FABRICATION-DRAWINGS/RC/TENDER/24-25, DATE 05.09.2024

|   |  |               |        |                               |   |   |
|---|--|---------------|--------|-------------------------------|---|---|
| Name of the Bidder/<br>Bidding Firm /<br>Company :  |  |               |        |                               |   |   |
| <p align="center"><b>PRICE SCHEDULE</b></p> <p align="center">(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.<br/>Bidders are allowed to enter the Bidder Name and Values only )</p> |  |               |        |                               |   |   |
| NUMBER #  | TEXT #   | NUMBER #      | TEXT # | NUMBER                        | NUMBER #                                  | TEXT #  |
| Sl.<br>No.  | Item Description   | Quantity      | Units  | Estimated Rate<br>in<br>Rs. P | TOTAL AMOUNT<br>Without Taxes in<br>Rs. P | TOTAL AMOUNT<br>In Words  |
| 1   | 2  | 4             | 5      | 6                             | 53  | 55  |
| 1   | Total amount as per rates in BOQ (as per Annexure-I) for "Preparation of detailed Fabrication Drawings (Structure Assembly) of GI Structures (Lattice Type) for Substation/Switchyard Projects on Rate Contract basis for two years."- Excluding GST | 1.000         | Lot    | 2392327.00                    | 2392327.00                                | INR Twenty Three Lakh Ninety Two Thousand Three Hundred & Twenty Seven Only |
| Total in Figures  |  |               |        |                               | 2392327.00                                | INR Twenty Three Lakh Ninety Two Thousand Three Hundred & Twenty Seven Only |
| Quoted Rate in Figures  |  |               | Select |                               | 0.000                                     | INR Zero Only   |
| Quoted Rate in Words  |  | INR Zero Only |        |                               |   |   |

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

REF: .....

Dated.....

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

**TENDER REF.: TBSM/FABRICATION-DRAWINGS/RC/TENDER/24-25, DATE: 05.09.2024**

**SUB: TENDER FOR “PREPARATION OF DETAILED FABRICATION DRAWINGS (STRUCTURE ASSEMBLY) OF GI STRUCTURES (LATTICE TYPE) FOR SUBSTATION/SWITCHYARD PROJECTS ON RATE CONTRACT BASIS FOR TWO YEARS”.**

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

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

## **DECLARATION FOR RELATION IN BHEL**

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

**Ref:**

**Date.....**

**To,  
AGM/TBSM  
Transmission Business Group,  
Bharat Heavy Electricals Limited,  
5<sup>th</sup> 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/FABRICATION-DRAWINGS/RC/TENDER/24-25, DATE: 05.09.2024**

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)

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To,

**AGM/TBSM**

**Transmission Business Group,**

**Bharat Heavy Electricals Limited,**

**5<sup>th</sup> 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/FABRICATION-DRAWINGS/RC/TENDER/24-25, DATE: 05.09.2024

**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

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

Bank Branch RTGS IFSC code

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Bank Branch NEFT IFSC code

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(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.**