

**BHARAT HEAVY ELECTRICALS LTD.,**  
**TRANSMISSION BUSINESS GROUP, New Delhi**  
Conditions Of Contract For Civil Works, Doc.No.-TB-Civil-GCC, Rev-02

**ANNEXURE - A**

**DETAILS OF WORK EXECUTED/BEING EXECUTED**

**A) WORK EXECUTED**

| Sl. No. | Financial Year | Customer | Description of work | Total order value | Remarks |
|---------|----------------|----------|---------------------|-------------------|---------|
|         |                |          |                     |                   |         |

**B) WORK BEING EXECUTED**

| Sl. No. | Customer | Description of work | Total Value | Value of the portion completed | Actual start date | Expected completion date | Remarks |
|---------|----------|---------------------|-------------|--------------------------------|-------------------|--------------------------|---------|
|         |          |                     |             |                                |                   |                          |         |

(SIGNATURE OF TENDERER)  
WITH STAMP



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**ANNEXURE - B**

(A) **PROPOSED MANPOWER (ENGINEERS/ SUPERVISORS)**  
**RESOURCES FOR EXECUTION OF WORK**

| Sl. No. | Name of the staff | Qualification | Experience in years | Remarks |
|---------|-------------------|---------------|---------------------|---------|
|         |                   |               |                     |         |

(B) **MONTH WISE MANPOWER DEPLOYMENT PLAN**

| Sl. No. | Category | Indicate No. of persons to be deployed in each month |     |     |     |     |     |                 |                 |           |
|---------|----------|--|-----|-----|-----|-----|-----|-----------------|-----------------|-----------|
|         |          | 1st  | 2nd | 3rd | 4th | 5th | 6th | 7 <sup>th</sup> | 8 <sup>th</sup> | and so on |
|         |          |  |     |     |     |     |     |                 |                 |           |

(C) **Total man days planned to be deployed for the work ..... Man days**

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**ANNEXURE - C**

**(A) STATUS OF TOOLS, PLANTS & INSTRUMENTS**

| Sl. No. | Name of Equipment | Quantity owned | Registration No. | Documents enclosed for proof of Ownership / tie-up | Present Location | Quantity proposed to be deployed for this job |
|---------|-------------------|----------------|------------------|--|------------------|---|
|         |                   |                |                  |  |                  |   |

**B) MONTH WISE TOOLS, PLANTS & INSTRUMENTS DEPLOYMENT PLAN**

| Sl. No. | Description of Tools, Plants & Instruments | Indicate Nos. to be deployed in each month |     |     |     |     |     |                 |           |
|---------|--|--|-----|-----|-----|-----|-----|-----------------|-----------|
|         |  | 1 <sup>st</sup>                            | 2nd | 3rd | 4th | 5th | 6th | 7 <sup>th</sup> | and so on |
|         |  |  |     |     |     |     |     |                 |           |

(SIGNATURE OF TENDERER)  
WITH STAMP



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**ANNEXURE - D**

**ANALYSIS OF UNIT RATE**

| Sl. No. | Description   | Percentage of the unit rate | Remarks |
|---------|---|-----------------------------|---------|
| 01.     | Salary and wages for staff and works                      |                             |         |
| 02.     | Materials<br>a) .....<br>b) .....<br>c) .....<br>d) ..... |                             |         |
| 03.     | Depreciation and maintenance for Tools and Plants         |                             |         |
| 04.     | Depreciation and maintenance for other items              |                             |         |
| 05.     | Establishment and administrative expenses of site         |                             |         |
| 06.     | Overheads   |                             |         |
| 07.     | Profit  |                             |         |

(SIGNATURE OF TENDERER)  
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**ANNEXURE - E**

**DECLARATION SHEET**

I ..... hereby certify that all the information and data furnished by me with regard to this Tender Specification No..... are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specifications.

I further certify that I am the duly authorised representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

**TENDERER'S NAME AND ADDRESS**

**AUTHORISED REPRESENTATIVE'S SIGNATURE WITH NAME AND ADDRESS**



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**ANNEXURE - F**

**CHECKLIST & SCHEDULE OF GENERAL PARTICULARS**

NOTE: Tenderers are requested to fill in the following details and no column should be left blank.

- |     |  |   |         |
|-----|--|---|---------|
| 1.  | Name & Address of the Tenderer   | : |         |
| 2.  | Phone/Fax No. (Office)   | : |         |
| 3.  | email ID   | : |         |
| 4.  | Name & designation of the official of the tenderer to whom all the references shall be made  | : |         |
| 5.  | Tenderer's Proposal No. & date   | : |         |
| 6.  | Whether EMD submitted (by cash/ Bank Guarantee/Bank Draft)                                   | : | By..... |
| 7.  | Validity of offer/rates quoted for six months from the date of opening of tender             | : | Yes/No  |
| 8.  | Attested copy of power of attorney as per Clause-A.12.1                                      | : | Yes/No  |
| 9.  | Solvency Certificate submitted as per Clause-A.12.9  | : | Yes/No  |
| 10. | Income Tax/Sales Tax Certificate submitted as per Clause-A.12.10                             | : | Yes/No  |
| 11. | Details of work executed/being executed as per Annexure-A                                    | : | Yes/No  |
| 12. | Month wise & Category wise manpower deployment plan as per Annexure-B                        | : | Yes/No  |
| 13. | Status of Tools, Plants and Instruments & their month wise deployment plan as per Annexure-C | : | Yes/No  |
| 14. | Analysis of unit rate quoted as per Annexure-D   | : | Yes/No  |
| 15. | Declaration sheet as per Annexure-E  | : | Yes/No  |
| 16. | Request for registration (for new tenderers) submitted                                       | : | Yes/No  |

Date .....

(SIGNATURE OF TENDERER)  
WITH STAMP

WITNESS : (Signature with full particulars)

1.

2.



**BHARAT HEAVY ELECTRICALS LTD.,**  
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**ANNEXURE - G**

**PROFORMA FOR CONTRACT AGREEMENT**

CONTRACT NO. :  
LETTER OF INTENT NO. :  
WORK ORDER NO. :

1. The Contract Agreement entered into the day of ....., 20... (..... day of .....two thousand and..... ....) at New Delhi, between M/S BHARAT HEAVY ELECTRICALS LIMITED, TRANSMISSION BUSINESS GROUP, New Delhi , having it's Registered Office at BHEL House, Siri Fort, New Delhi - 110 049 (hereinafter called the FIRST PARTY which expression shall include their executors, administrators, successors and permitted assigns)

AND

M/S ..... (hereinafter called the SECOND PARTY which expression shall include their executors, administrators, successors and permitted assigns).

2. And whereas the FIRST PARTY called for the offer for the work of..... as per approved specifications, drawings and quality plan at ..... as per Tender Specification No..... , dated .....
3. Whereas the SECOND PARTY submitted their offer No. .... dated ..... against above.
4. Whereas the FIRST PARTY has accepted the offer referred to above & issued Letter of Intent No....., dt..... and also detailed Work Order No...., dt .....
5. Whereas the SECOND PARTY has agreed to work as Sub-Contractor of the FIRST PARTY on the conditions specified in the Tender Specifications at a contract price of Rs..... (Rupees.....) at .....
6. Now, therefore it is hereby mutually agreed to by and between the parties hereto as under :
- a) The SECOND PARTY shall execute the works of ..... at ..... on the conditions specified in Tender Specifications of FIRST PARTY and Letter of Intent referred to herein before at a total contract price of Rs..... (Rupees .....)
- b) That the SECOND PARTY shall organise all activities and mobilisation of facilities so that the work specified herein before is completed by .....as per the time bound programme mentioned in the Tender Specifications.



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- c) That all disputes arising out of or relating to this agreement shall be referred to the sole Arbitrator as per arbitration clause mentioned in the Tender Specifications. The Arbitrator from time to time with the consent of the parties enlarge the time for making and publishing award without reference to the court for the purpose.
- d) That the jurisdiction in all suits or claims arising out of this agreement shall be of New Delhi Courts only.
- e) The Following documents shall form part of this agreement: -
- i)
  - ii)
  - iii)
  - iv)
  - v)
  - vi)
7. Deviation Limit : The contract value is subject to deviations depending upon the actual requirement within plus or minus 30%. Quantities of individual items may vary to any extent or may get deleted.
8. Terms of Payment : The terms of payment applicable to this contract shall be those covered under Point No.... of Work Order dt. .... and as per Tender Specifications.
9. Abandoning the work : In the event of the SECOND PARTY abandoning the work, FIRST PARTY reserves the right to get the unfinished work done at the risk and cost of the SECOND PARTY.
10. All other terms and conditions shall be as stipulated in the Tender Documents.
11. This contract agreement consists.... pages.
- IT WITNESS WHEREOF, the parties have signed this agreement on the date, month and year first above written in presence of

For and on Behalf of  
(FIRST PARTY)

WITNESS (WITH ADDRESS)

For and on Behalf of  
(SECOND PARTY)

- 1.
- 2.





MEMORANDUM OF UNDERSTANDING

BETWEEN

BHARAT HEAVY ELECTRICALS LIMITED

AND

**Name of Transmission Line Sub-Contractor**

ter

FOR

Execution and handing over of 132kV double circuit double string (DCDS) overhead transmission line from solar plant substation (evacuation S/s) to existing CSPTCL 220/132kV Thelkadi substation (termination s/s) at District Rajnandgaon (Chattishgarh) including design, engineering, route survey at all stages, settlement of right of way, supply, erection, testing, commissioning and associated civil works along with 10 years operation & maintenance

## MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MOU") is entered into on ..... of .....2020 at .....,

BETWEEN

Bharat Heavy Electricals Limited, a company registered in India under the Indian Companies Act, 1956 and having its registered office at BHEL House, Siri fort, New Delhi-110049 and inter-alia a business office at Transmission Business Group, Joy Towers, 10th Floor, Plot No.C-20/1A/1, Sector-62, Noida-201309, U.P. India (hereinafter referred to as "BHEL" which expression unless repugnant to the context or meaning hereof shall mean and include its successors and permitted assigns)

AND

\_\_\_\_\_, a company registered in \_\_\_\_\_ and having its registered Office at \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_ " which expression shall, unless repugnant or contrary to the context, be deemed to include its successors and permitted assigns

BHEL & \_\_\_\_\_ are herein after individually referred to as "Party " and collectively as "the Parties".

### WHEREAS,

M/s. **SOLAR ENERGY CORPORATION OF INDIA LIMITED, Delhi ( M/s SECI)** (here in after referred to as "Customer") has issued NIT No.:- SECI/C&P/RfB/2020/CG/100/150 Dated 11.09.2020 for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 100 MW (AC) Solar PV Project (200MWp DC capacity) along with 50MW/150 MWh Battery Energy Storage System having 10 years Plant O&M at District Rajnandgaon, Chhattisgarh, India , (here in after referred to as the "Tender").

As a part of the scope, tender document envisages scope related to 132 kV, 33 km, Double circuit transmission line (including ROW) , in general ( as defined broadly in SECI's tender specification) , comprise of route survey, settlement of Right of way (ROW) , obtaining environmental and other statutory clearances from concerned Authorities , design, engineering , supply, construction, erection, testing & commissioning of Transmission line , O& M for a period of 10 Years and any other associated activities/scopes.

BHEL invited bids for a pre bid tie-up vide tender Spec. No.....dated..... from the Transmission Contractors with an intend to engage a "Transmission line Sub-Contractor" for Execution and handing over of the

Transmission line scope( as defined in this MOU) to the end Customer on Turn Key basis in line with the customer's stipulations as mentioned in the tender document and responsibility matrix annexed hereto.

\_\_\_\_\_ submitted a bid to BHEL and is determined to be qualified, lowest evaluated bidder having requisite capacity and capability to perform the said scope of work as per provision of BHEL/SECI's tender document.

Based on the Inputs from Transmission line contractor and its bid, BHEL will submit the bid for the complete tender scope to the end Customer(M/s SECI) and in case BHEL receives the order from M/s SECI, pursuant to the competitive bidding, shall release a formal LOI to the .....for the execution of the scope of work as defined in this MOU.

The Parties have decided to enter into this MoU which sets forth their respective rights and obligations with respect to the Project and each other.

## **1.0 PURPOSE OF THE MOU**

BHEL and \_\_\_\_\_ have decided to enter into this MOU with the purpose of:

- 1.1 To co-operate with each other in terms of MOU in submitting detailed proposal to Customer in response to the Tender.
- 1.2 To co-operate with each other in terms of this MOU to discuss as and when called ( if required and felt necessary by BHEL) by M/s SECI during post bid stage, jointly perform the said Customer Contract, if awarded to BHEL, in accordance with the terms and conditions agreed with the Customer.
- 1.3 To determine the rights and obligations of the Parties in connection with the performance of the Customer Contract both internally amongst themselves, as well as with respect to Customer.

## **2.0 PRINCIPLES OF CO-OPERATION:**

- 2.1 BHEL and \_\_\_\_\_ will work on mutually exclusive basis for the above project within the frame work of this MOU and subsequent contract agreement likely to be entered into between the parties..
- 2.2 BHEL will submit the proposal to M/s SECI in its name for the Project. BHEL shall be responsible for the overall co-ordination and Project Management of the Project. However, between the parties, each party shall be solely and exclusively responsible for execution and project management of its respective scope of work. Both the parties shall perform their respective scope of work jointly and in an integrated manner as if it were a contract placed directly by **M/s SECI** on the respective parties for their scope of work under the contract. Accordingly, any facility given by **M/s**

**SECI** to BHEL for 132 kV Double circuit transmission line package; scope of work shall duly be passed on by BHEL to \_\_\_\_\_.

- 2.3 \_\_\_\_\_ shall be responsible for the work performed by its sub-contractors/vendors (in my view it should be with prior approval of BHEL), However, BHEL may exercise their right to directly interact with \_\_\_\_\_ subcontractors/vendors, wherever required for speedy and effective execution of the project. The quality plans of equipment supplied and services offered by \_\_\_\_\_/their vendors shall be approved by **M/s SECI** or their consultant/ BHEL.
- 2.4 The Specifications shall be considered as per end Customer NIT to be read in conjunction with various Corrigendum's/Amendments. The resulting contracts for the above Project shall be binding on both the parties. Tender document along with various corrigendum/ amendments issued by **M/s SECI** during tendering stage shall form part of the Contract. The arrangement with \_\_\_\_\_ will be on "Back to Back" basis vis-a-vis M/s SECI's tender specifications and other terms & conditions as agreed by BHEL with M/s SECI and specific agreements reached in writing with BHEL with regard to scope of Work and Services for 132 kV Double circuit transmission line package including as agreed between BHEL and \_\_\_\_\_ as per scope matrix document.
- 2.5 The BHEL's Letter Of Intent on Transmission Line contractor shall be on Lump-sum basis. No variation in price for the existing scope shall be payable.
- 2.6 Nothing contained in this MOU shall constitute or be deemed to constitute a partnership, or joint venture between the Parties hereto and neither of the Parties shall have any authority or power (and shall not represent themselves on having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of the other Party, save in so far as expressly agreed to and provided in this MOU. There being no sharing of profit or losses, any profit arising to the parties hereto shall be taken credit by the Party causing the profit, any loss shall be borne by the Party causing the loss. In addition, the execution of this MoU by the Parties shall not in any way be deemed to create a precedent for the establishment of any future, similar relationships between the Parties in respect of any future project(s) or contract(s) for projects other than the Project as referred under this MoU. The Parties further acknowledge that no employment relationship shall be created or evidenced by this MoU, and that neither Party is permitted or authorized to act on behalf of the other Party in any event except as provided in this MoU. Further, nothing in this MoU shall be construed as either Party granting the other Party a license to sell, develop, exploit or further develop any product, technology, service or solution or any information or knowledge involved or related thereto. The relationship between the parties shall be on an arm's length basis and shall be strictly temporary and nothing contained herein is intended; nor shall it be construed as creating or requiring any other on-going or continuing relationship of commitment between the Parties. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the respective Scope of Work of the Parties under this MoU.

- 2.7 In case BHEL's proposal to M/s SECI is found, to be techno-economically acceptable and BHEL is evaluated L1, both the Parties agree to carry out advance engineering and pre-purchase activities pending financial commitment until firm order is awarded on BHEL to meet the ?? project schedule.
- 2.8 Externally, BHEL shall act as the contracting party of the Customer and, in particular, be the signatory of the Tender and the Customer Contract with the Customer.
- 2.9 Internally, the Parties hereby mutually agree between each other the following for the sole and limited purpose of:
- Collaborate in performing the Customer Contract, including 132 kV, 33 km, Double circuit transmission line (including ROW) , in general ( as defined broadly in SECI's tender specification) , comprise of route survey, settlement of Right of way (ROW) , obtaining environmental and other statutory clearances from concerned Authorities , design, Engineering, supply, construction, erection, testing, commissioning of Transmission line , O& M for a period of 10 Years and any other associated activities/scopes and handing over to end Customer .
- 2.9.1 Defining the rights and obligations between the Parties in connection with the performance of the Customer Contract.
- 2.9.2 To closely cooperate in order to achieve a smooth and complete performance thereof.

### **3.0 SCOPE OF WORK**

- 3.1 The broad Scope of Work to be performed by \_\_\_\_\_ shall include 132 kV, 33 km, Double circuit transmission line (including ROW) , in general ( as defined broadly in SECI's tender specification) from solar plant substation (evacuation s/s) to existing CSPTCL's 220/132kV Thelkadi substation at district Rajnandgaon(chattishgarh) comprise of route survey, settlement of Right of way (ROW) , obtaining environmental and other statutory clearances from concerned Authorities , design, supply, construction, erection, testing, commissioning, of Transmission line , O& M for a period of 10 Years and any other associated activities/scopes . Responsibility matrix, final scope split shall primarily be as per respective Annexure, however any further scope of Supply required for overall completion of the above package shall be as per the details finalized on the basis of resulting contracts with M/s SECI.
- 3.2 Each Party shall be responsible for and shall co-operate with each other in obtaining and maintaining respective permits, licenses and other authorizations required for the performance of its Scope of Work, except those which are required to be obtained by M/s SECI
- 3.3 The Parties foresee that they shall be obliged to deliver the scope of work as per detailed in the Responsibility matrix, final scope split. If any additional supplies or services will be necessary to meet the requirement and the Customer does not agree

that the parts or services constitute a change under the Customer Contract, these additional supplies or services shall be delivered free of charge by that Party to whose scope of work such parts or services can be assigned from the functional point of view.

- 3.4 It will be the sole responsibility of \_\_\_\_\_ to submit the requisite details in the prescribed format duly signed and authorised as per requirement of tender document so as to meet the qualifying requirement as an acceptable Transmission line Subcontractor.

#### **4.0 TIME SCHEDULE:**

.....have agreed to deliver the aforesaid work within a timeline of 16 months from the date of placement of LOI by BHEL.

It is clearly understood and agreed that time is the essence of the resulting contracts with M/s SECI and strictly adhered to by \_\_\_\_\_. \_\_\_\_\_ have agreed to perform all activities as defined in the scope of work as per the L1/ L2 schedule to be agreed with M/s SECI.

The spares (Mandatory/ O&M) covered in \_\_\_\_\_ scope for operation & maintenance as per the scope specified in tender specifications shall be supplied by \_\_\_\_\_ in a phased manner as per mutually agreed schedule to be finalized at the time of Signing of the contract agreement and the delivery shall be completed by the respective dates for various categories of equipment as per the agreed terms & conditions of contract

#### **5.0 SECURING AND PERFORMING OF THE CONTRACT:**

The parties agree that they shall make best efforts to secure award of contracts for the project execution from M/s SECI, pooling their resources, experiences, Special expertise and capabilities available with them and compile technically and commercially optimum proposal, Subject to the terms of this MOU.

The parties shall provide each other promptly with all relevant technical and commercial information and assistance required for the purposes of the preparation of the detailed proposal before/by the due date and for the negotiation of the Tender. BHEL with the support of \_\_\_\_\_ shall prepare the bid for onward submission to M/s SECI. \_\_\_\_\_ shall attend the meetings in connection with the Tender and contracts either between the parties and/or between the parties and M/s SECI wherever required. Each party's expenses associated with such work shall be borne by the respective parties.

#### **6.0 CONFIDENTIALITY**

Each party undertake to treat as confidential any information which it obtains from the other party in connection with MOU, to use such information solely for the purpose of the proposal and any resulting contracts and to disclose such information only to the extent necessary in connection with this MOU. The obligations relating to non-disclosure in this Article shall survive for 10 (Ten) years after the expiry of termination of this Agreement

## **7.0 PAYMENTS**

The terms of payment for \_\_\_\_\_ Scope of Work shall be in conformity with the terms of payment as per end Customer NIT on back-to-back basis. All payments shall be made by BHEL to \_\_\_\_\_ after receipt of payments from end customer on back to back basis. not later than 60(Sixty)( Looking to the present trend, the period should be 90 days just for safer side) days after receipt of payment from M/s SECI. In case any ad-hoc or consolidated payment is received by BHEL from M/s SECI including any verified invoices pertaining to \_\_\_\_\_ without specifying any invoice reference then BHEL will release payment to \_\_\_\_\_ in proportion to their then verified invoices. Delay in payments shall not entail \_\_\_\_\_ to claim any compensation including interest from BHEL.

## **8.0 PRICES DURING THE PERIOD OF CONTRACT:**

The Prices will remain firm, for the period of contract or as extended by M/s SECI, on back-to-back basis i.e. as applicable between BHEL & M/s SECI.

In case of any additions, deletions and changes in scope of supplies and works initiated by end Customer, if any at a later stage, the same shall be mutually discussed and settled by the parties as per provision of contract document between BHEL & M/s SECI. The value of the PO, on..... and delivery schedule shall be adjusted accordingly.

## **9.0 INSURANCE:**

Insurance provision shall be applicable to on back-to-back basis i.e. as applicable between BHEL & M/s SECI. WHO WILL TAKE INSURANCE?

## **10.0 TRANSFER OF TITLE:**

Transfer of title provision shall be applicable to on back-to-back basis i.e. as applicable between BHEL & M/s SECI.

## **11.0 TAXES & DUTIES**

All taxes, duties, fees levied excluding GST amount thereon by the central or state governments or local authorities or statutory bodies for the Scope of Supply & Services shall be included in the Prices quoted by \_\_\_\_\_. \_\_\_\_\_ shall furnish the details of Non creditable and Creditable GST. GST amount shall be reimbursed by BHEL to \_\_\_\_\_ subject to the ceiling limit. The contract price shall also be exclusive of any imposition of new taxes, duties, levies and/ or statutory variations during the Contractual delivery date. The price basis along with the rates and amount of taxes/ duties considered shall be clearly spelt out by the parties.

## **12.0 Liquidated Damages(LD) and Warranty:**

12.1 Each Party shall be responsible for timely completion of its Scope of Work to meet the contracted schedule with M/s SECI and also the Project requirements.

12.2 All obligations and liabilities of BHEL under customer contract, pertaining to \_\_\_\_\_ scope of work shall be covered/ discharged by \_\_\_\_\_ on back-to-basis. The liabilities between the Parties shall be as follows:

**12.3 Liquidated Damages(LD)):**

**12.3.1 LD for Delay:**

In case the contractor fails to complete their scope of work within the time specified in the tender specification or any extension thereof subject to force majeure condition, the contractor shall be liable to pay by way of LD/Penalty a sum equal to the half percent of the contract price, per calendar week or part thereof by which the commissioning of the project is delayed, subject to ceiling of 10 % of the contract price along with applicable GST (if any) on LD. Once the maximum limit of delay is reached (i.e. 20 week of delay) BHEL may consider termination of the contract and forfeit the Security deposit without prejudice to the other remedies under the contract

**12.4 Defect liability period/ Warranty Period**

Defect liability period for the project for 132 kV Transmission line package shall be on back to back basis as agreed between BHEL and M/s SECI including repair and replacement items. Within the agreed warranty period, any defect or damage to materials and equipment shall be promptly corrected, repaired, replaced by the Party under whose Scope of Work it falls. The costs of such correction, repair, and replacement shall be borne by that Party. Such costs shall include expenses for determining the defect or damage, for any change in the scope of work of another part necessitated by the correction of such defect or damage and for repeat inspections and/ or acceptance tests, if any.

**13.0 NOTICE / CORRESPONDENCE:**

All notices pursuant to this MoU shall except as otherwise provided be made in writing and delivered by hand or sent by registered letter / speed post / facsimile / email / courier at the address mentioned below:

| BHEL   | Party |
|--|-------|
| <b><i>Mukesh Paswan<br/>AGM (TBSM)/ TRANSMISSION BUSINESS GROUP,<br/>BHARAT HEAVY ELECTRICALS LIMITED,<br/>10<sup>TH</sup> Floor, Plot no.:- C-20, 1A/1, Joy towers,<br/>C Block, Phase 2, Industrial Area<br/>Sector-62, Noida, Distt. Gautambudh Nagar, UP-<br/>201309</i></b> |       |

**14.0 DISPUTE RESOLUTION:**

- (i) Except as provide elsewhere in this MOU, in case amicable settlement is not arrived at between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of this MOU;



or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of this MOU; either Party may, by a notice of 60 days in writing to the other Party, refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL

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

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

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

#### **15.0 GOVERNING LANGUAGE & LAW:**

15.1 The governing language of the Agreement shall be English. Correspondence and technical and commercial documents as well as any other information relating to this Agreement Shall be written in the English language.

15.2 This Agreement and performance of the Scope of Work by the Parties shall be subject to Indian substantive law.

This MOU is governed by and construed in accordance with Indian Laws.and subject to clause 14.0 herein above shall be subject to exclusive jurisdiction of courts at Delhi.

#### **16.0 Others**

- a) \_\_\_\_\_ will provide details of major subcontractors and organizational details such as project management, quality systems, financial systems etc.
- b) The proposed organizational structure and set up to be at corporate office at \_\_\_\_\_ for execution of the project including engineering and project management will be submitted to BHEL within two Weeks of signing this MOU.

#### **17.0 PERFORMANCE GUARANTEE AND BID BOND**

- a) Successful L-1 bidder is required to submit a bid bond immediately (within 14 days) for 1% value of MOU as security deposit valid from date of signing of MOU and shall be valid during validity period of MOU.
- b) BHEL Bank Guarantee format-Documents (Bank Guarantee Format for Bid Bond or

Security Deposit.pdf, No deviations permitted.) to be submitted duly filled-in.

- c) Within 28 days of the receipt of the LOI by BHEL, the successful bidder has to furnish the performance security which shall be 10% of the contract value and will remain valid till 90 days beyond the operational acceptance of the plant facilities.
- d) The value of the contract performance security shall be 5% of the contract value starting from the operational acceptance of the plant facilities and shall be valid till the end of the 10th year of the Operation & Maintenance (O &M) period.
- e) Other conditions of the performance guarantee shall be on back to back basis as per the end Customer's (SECI) tender document no.:- SECI/C&P/RfB/2020/CG/100/150 Dated 11.09.2020 ( attached alongwith the tender documents).
- f) 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.

#### **18.0 PRICE REDUCTION DURING NEGOTIATIONS WITH END CUSTOMER**

1. This MOU is based on present level of price offered by BHEL to M/s SECI with the back-up offer from \_\_\_\_\_. However, in the event of price reduction during negotiation by BHEL with end customer (M/s SECI); corresponding reduction will be passed to the contractor (s)

#### **19.0 COST ASSOCIATED WITH PREPARATION OF BIDS:**

\_\_\_\_\_ shall bear all costs associated with the preparation and submission of its Bid, Site visits, clarifications meetings in or out of the End Customer offices and BHEL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

#### **20.0 PRE BID QUERIES/ CLARIFICATIONS/ DEVIATIONS:**

- 20.1 \_\_\_\_\_ shall submit all the queries along with list of deviations and also attend Pre-bid meeting to discuss and sort out clarification with end Customer.
- 20.2 In case, \_\_\_\_\_ is not attending the PRE- BID meeting, it shall be understood that the \_\_\_\_\_ does not have any comments / deviations to NIT requirements. In case any deviations/ clarifications are furnished in his offer, those deviations shall be deemed to have been withdrawn by the \_\_\_\_\_

20.3 Format for letter of waiver shall be submitted by \_\_\_\_\_

## **21.0 VALIDITY OF MOU AND MODIFICATIONS**

21.0 The terms and conditions of this MoU shall prevail over any other document, correspondence, negotiations and commitments previously entered into between the parties.

21.1 The Parties shall have the option to modify/ amend any Article of this MoU on such terms & conditions as may be mutually agreed during the currency of this MoU. Any modification or amendment shall be valid only if made in writing and bearing signature of both the Parties.

21.2 This MOU is being entered into on the understanding that each party shall carry its own risks and costs and therefore, neither party shall have any claims on the other party for any reason whatsoever under this MOU

## **22.0 EXECUTION OF MOU**

The Parties are executing two originals of this MoU. Each Party shall retain one original.

## **23.0 ANTI-CORRUPTION LAW & INTEGRITY PACT**

Both parties undertake to act solely within the scope of an applicable law in force, in particular, to comply with the rules of fair competition. Both parties explicitly undertake and guarantee that neither it nor its employees or any other parties it commissions will perform any unlawful acts or incite or aid and abet third parties to perform such acts. Unlawful acts include offering, granting, requesting or accepting illegal payments, benefits or other advantages on behalf of a third party.

\_\_\_\_\_ & BHEL both have their own Code of Conduct and government rule & regulations in place, adherence to which is mandatory according to their own company regulations.

BHEL & \_\_\_\_\_ undertake to observe and comply with the Integrity Pact signed between the Parties.

If either party contravenes these rules, the other party has the right to terminate this MoU for cause.

## **24. Right of Termination of MOU:**

24.1 BHEL reserves the right to cancel/terminate the MOU at any stage before submission of the Bid to SECI or after bidding, in case

- a. BHEL does not receive the order from SECI
- b. BHEL's bid is declared as non-responsive by SECI.
- c. BHEL find any irregularity(ies) in the bid submitted to BHEL by the .....

## 25. TERMS OF AGREEMENT

The present Memorandum of Understanding shall remain in force until superseded by a detailed agreement to be signed subsequent to finalisation of the order by M/s SECI (in case of BHEL emerging as successful bidder in the 100MW SPV Tender)

All terms and conditions as agreed, minutes of meetings between BHEL, and \_\_\_\_\_ shall also form part of the resulting contracts between BHEL and \_\_\_\_\_ subsequent to finalisation of order by M/s SECI (in case of BHEL emerging as successful bidder in the 100MW SPV Tender)

Both parties hereby confirm their consent to an approval of the above terms and conditions evidenced by its signatures on its Memorandum.

In witness whereof BHEL and ----- , through there authorised representatives have executed this MoU on the date, month and year first mentioned above:.

|   |   |
|---|---|
| For<br>Bharat Heavy Electricals Limited   | For   |
| Signature<br>Name<br>Designation  |   |
| Address: Transmission Business Group, Joy Towers, 10th Floor, Plot No.C-20/1A/1, Sector-62, Noida-201309, U.P |   |
| Witness:<br><br>1. Name _____ Signature _____<br><br>2. Name: _____ Signature _____                           | Witness:<br><br>1. Name _____ Signature _____<br><br>2. Name: _____ Signature _____ |

Note:- The aboves are the main terms & Conditions of MOU; however in case of any discrepancy , r terms and conditions mentioned in our Tender Specification shall prevail..

**BHARAT HEAVY ELECTRICALS LTD.,**  
**TRANSMISSION BUSINESS GROUP, New Delhi**  
Conditions Of Contract For Civil Works, Doc.No.-TB-Civil-GCC, Rev-02

**ANNEXURE – I**

**PROFORMA FOR PERFORMANCE GUARANTEE**  
**(to be used in appropriate value non - judicial stamp paper)**

1. This deed of guarantee made this ..... day of ..... 20... by ..... Bank Limited ..... in favour of Bharat Heavy Electricals Limited having their registered office at BHEL House, Siri Fort, New Delhi - 110 049.
2. Whereas M/s ..... (hereinafter called the CONTRACTOR / SELLER have entered into a Contract bearing No. .... dated..... (hereinafter called the CONTRACT) for supply / civil works /erection, testing and commissioning of M/s Bharat Heavy Electricals Limited (hereinafter called the COMPANY).
3. And whereas the said CONTRACT Inter - alia provides that the CONTRACTOR / SELLER shall pay to the COMPANY a sum of Rs. .... only towards Performance Guarantee in the form and manner therein specified.
4. And whereas the SELLER / CONTRACTOR have approached ..... Bank Limited (hereinafter referred to as the GUARANTOR) and at their request and in consideration of the arrangement arrived at between the CONTRACTOR and the GUARANTOR, the GUARANTOR has agreed to give the Guarantee as hereinafter mentioned in favour of the COMPANY.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

5. The GUARANTOR by the hand of Mr. .... and its lawfully and fully constituted attorney and do hereby guarantee the due and faithful performance of the said CONTRACT and do hereby irrevocably undertake and promise to pay the COMPANY without any demur merely on demand made by them a sum not exceeding Rs. .... only in case the COMPANY sustains any loss or damage by reason of any breach, default by the CONTRACTOR / SELLER of any of the terms, conditions, stipulations or undertakings or any one of them contained in the said CONTRACT and the tender documents attached hereto and for payment of any moneys payable by the CONTRACTOR / SELLER to the COMPANY under the terms and conditions of the said CONTRACT. The decision of the COMPANY regarding the breach, default, loss, damage and payment shall be conclusive and binding in the GUARANTOR, irrespective of the fact whether the CONTRACTOR / SELLER admits or denies such claims or questions its correctness in any court, tribunal or arbitration proceedings or before any other authority.



**BHARAT HEAVY ELECTRICALS LTD.,**  
**TRANSMISSION BUSINESS GROUP, New Delhi**  
Conditions Of Contract For Civil Works, Doc.No.-TB-Civil-GCC, Rev-02

6. The COMPANY shall have the fullest liberty without effecting in any way the liability of the GUARANTOR under this guarantee, from time to time to vary any of the terms and conditions of the CONTRACT or extend time by the SELLER / CONTRACTOR or to postpone for any time and from time to time any of the powers exercisable by its against the SELLER / CONTRACTOR and either to enforce or forbear from enforcing any of terms and conditions governing the CONTRACT or securities available to the COMPANY and the GUARANTOR shall not be released from its liability under these presents by any exercise by the COMPANY of the liberty with reference to the matters aforesaid or by reason of time being given to the SELLER or any other forbearance, act or omission on the part of the COMPANY or any indulgence by the COMPANY to the SELLER / CONTRACTOR or of any other matter or thing whatsoever which under the law relating to sureties, would but for this provision have the effect of so releasing the GUARANTOR / CONTRACTOR from its liability under this Guarantee.
7. This Guarantee shall remain in full force and effect and the GUARANTOR shall be liable under the same irrespective of any concession or time being granted by the COMPANY to the CONTRACTOR in or for fulfilling the said CONTRACT and this Guarantee shall remain in full force irrespective of any change in terms and conditions, stipulations or any variations in the terms of CONTRACT irrespective of whether notice of such change and / or variation is given to the GUARANTOR or not and the claim to receive such notice of any change and or variation of the terms / or conditions of the CONTRACT is hereby specially waived by the GUARANTOR.
8. The GUARANTEE herein contained shall not be determined, prejudiced or effected by the liquidation or winding up or insolvency of or change in the constitution of the CONTRACTOR but shall in all respects and for all purposes be binding and operative until all payments or all moneys due or that may hereafter become payable to the COMPANY are paid in respect of any liability or obligation of the CONTRACTOR under the CONTRACT.
9. The GUARANTOR further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the commencement of the CONTRACT till end of the CONTRACT and its claim satisfied or discharged and till the COMPANY certified that the terms and conditions of the CONTRACT have been fully and properly carried out by the SELLER and accordingly discharges this guarantee, subject, however, that the COMPANY shall have no claim under this Guarantee after ..... months from the date of completion of the Guarantee has been served on the



**BHARAT HEAVY ELECTRICALS LTD.,**  
**TRANSMISSION BUSINESS GROUP, New Delhi**  
Conditions Of Contract For Civil Works, Doc.No.-TB-Civil-GCC, Rev-02

GUARANTOR before the expiry of the said period in which case the same shall be enforceable against GUARANTOR notwithstanding the fact that the same is enforced after expiry of said period.

The GUARANTOR undertake not to revoke this Guarantee during the period it is in force except with the previous consent of the COMPANY in writing and agree that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the SELLER or the GUARANTOR shall not discharge the GUARANTOR's liability here under.

It shall not be necessary for the COMPANY to proceed against the SELLER before proceeding against the GUARANTOR and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the company may have obtained or obtained from the SELLER shall at the time when proceedings are taken against the GUARANTOR here under be outstanding or unrealized.

The GUARANTOR hereby declare that it has power to execute this Guarantee and the executant has full powers to do so on its behalf under the proper authority granted to him/them by of the GUARANTOR.

10. Notwithstanding anything herein before contained, our liability under this Guarantee is restricted to Rs. .... (Rupees ..... only) and will expire on ..... and unless a claim in writing is presented to us or an action or suit to enforce the claim is filed against us, within six months from the date, all our rights shall be forfeited and we shall be relieved and discharged from all our liabilities thereunder.

IN WITNESS whereof the ..... (Bank) have hereunto set and subscribed their hands the day, month and year first above written.

**SIGNED FOR AND ON  
BEHALF OF THE BANK**

**WITNESS:**

**NAME AND ADDRESS**

**SIGNATURE**

1.

2.



**BHARAT HEAVY ELECTRICALS LTD.,**  
**TRANSMISSION BUSINESS GROUP, New Delhi**  
Conditions Of Contract For Civil Works, Doc.No.-TB-Civil-GCC, Rev-02

**ANNEXURE - J**

**REVISED PRICE OFFER IN LIEU OF WITHDRAWAL OF DEVIATIONS/**  
**CLARIFICATIONS OFFERED BY BHEL**

| Sl. No. | Clause Ref. | Description of Deviation/ Clarification | Whether Increase/ Decrease in Price | Unit Rate (if applicable) | Total Increase/ Decrease | Remarks |
|---------|-------------|---|-------------------------------------|---------------------------|--------------------------|---------|
|         |             |   |                                     |                           |                          |         |

NOTE: Total increase or decrease in total price shall be indicated either in percentage or in value (Rs.).

(SIGNATURE OF TENDERER)  
WITH STAMP





**ANNEXURE - K**

**LIST OF LABORATORY TEST EQUIPMENTS**

| <b><u>SL. NO.</u></b> | <b><u>DESCRIPTION OF APPARATUS</u></b> | <b><u>CODE REF.</u></b> |
|-----------------------|--|-------------------------|
| 01.                   | VICATS APPARATUS                       | IS-5513                 |
| 02.                   | LE-CHATELIER'S TEST APPARATUS          | IS-5514                 |
| 03.                   | MOULD (CEMENT)                         | IS-10086                |
| 04.                   | CEMENT MORTAR MOULD VIBRATOR           | IS-10078                |
| 05.                   | CONCRETE CUBE MOULDS                   | IS-10086                |
| 06.                   | COMPR. STRENGTH TEST M/C               | IS-2505                 |
| 07.                   | CONCRETE SLUMP CONE                    | IS-7320                 |
| 08.                   | COARSE AGGR. SIEVES                    | IS-383                  |
| 09.                   | FINE AGGR. SIEVES                      | IS-383                  |
| 10.                   | AGGR. IMPACT TEST M/C                  | IS-9377                 |
| 11.                   | (a) SOIL CORE COMPACTOR                | IS-2720                 |
|                       | (b) PROCTOR COMPACTION                 | IS-29                   |
| 12.                   | REBOUND HAMMER                         |                         |
| 13.                   | THEODOLITE                             |                         |
| 14.                   | DUMPY LEVEL WITH STAFF                 |                         |
| 15.                   | OVEN                                   |                         |
| 16.                   | PHYSICAL BALANCE                       |                         |
| 17.                   | AIR ENTERTAINMENT METER                | ST-1199                 |

(SIGNATURE OF TENDERER)  
WITH STAMP



**BHARAT HEAVY ELECTRICALS LTD.,**  
**TRANSMISSION BUSINESS GROUP, New Delhi**  
Conditions Of Contract For Civil Works, Doc.No.-TB-Civil-GCC, Rev-02

**ANNEXURE - L**

(On Banks Letter Head)

To:

DGM (Finance)  
Transmission Business Group,  
2<sup>nd</sup> floor, Bharat Heavy Electricals Limited,  
Integrated office Complex, Lodhi Road,  
New Delhi 110 003

Ref & Date :

**Sub : Confirmation of Bank Guarantee no. <<BG No. >>**

We are a Scheduled Bank other than Co-operative Bank under the RBI Act 1934. The aforesaid BG No. << BG No. >> for Rs. <<BG Amount>>/ (In Words Also) and valid upto <<validity date>> is issued by us on behalf of M/s <<Beneficiary's Name>> in favour of BHARAT HEAVY ELECTRICALS LTD. – TRANSMISSION BUSINESS GROUP.

The format of the Bank Guarantee is strictly as per the format prescribed by M/s BHEL and the stamp paper forming part of the BG are as per the state rules extant.

The signatories to the Bank Guarantee are duly authorised.

Thanking You,

For and On Behalf of  
Name of the Bank & Seal

(Please Sign Here)



**UNDERTAKING ABOUT KNOWLEDGE OF M/s SECI's TENDER  
(To be submitted in the bidder's letter head)**

**REF.....**

**Date.....**

**BHARAT HEAVY ELECTRICALS LIMITED,  
TRANSMISSION BUSINESS GROUP,  
10<sup>TH</sup> Floor, Plot no.:- C-20, 1A/1, Joy towers,  
C Block, Phase 2, Industrial Area  
Sector-62, Noida, Distt. Gautambudh Nagar, UP-201309**

**Sub.: TENDER FOR "PRE-BID TIE-UP FOR EXECUTION AND HANDING OVER OF 132KV DOUBLE CIRCUIT DOUBLE STRING (DCDS) OVERHEAD TRANSMISSION LINE FROM SOLAR PLANT SUBSTATION (EVACUATION S/S) TO EXISTING CSPTCL 220/132KV THELKADI SUBSTATION (TERMINATION S/S) AT DISTRICT RAJNANDGAON (CHATTISHGARH) INCLUDING DESIGN, ENGINEERING, ROUTE SURVEY AT ALL STAGES, SETTLEMENT OF RIGHT OF WAY, SUPPLY, ERECTION, TESTING, COMMISSIONING AND ASSOCIATED CIVIL WORKS ALONG WITH 10 YEARS OPERATION & MAINTENANCE".**

**TENDER NO.:- TBSM/PREBID TIE -UP/ SPV-TL/TENDER/20-21**

**DATE: 06.11.2020**

Dear Sir,

With reference to above, this is to confirm that we have gone through the M/s SECI's tender no.:- SECI/C&P/RfB/2020/CG/100/150 Dated 11.09.2020 and acquired full knowledge and information about the scope of work.

We also 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 BY AUTHORISED SIGNATORY OF BIDDER**

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

---

To,

**BHARAT HEAVY ELECTRICALS LIMITED,  
TRANSMISSION BUSINESS GROUP,  
10<sup>TH</sup> Floor, Plot no.:- C-20, 1A/1, Joy towers,  
C Block, Phase 2, Industrial Area  
Sector-62, Noida, Distt. Gautambudh Nagar, UP-201309**

Dear Sir,

**Sub : Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) NIT/Tender Specification No: TBSM/PREBID TIE -UP/ SPV-TL/TENDER/20-21                      DATE: 06.11.2020

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)

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

---

To,

**BHARAT HEAVY ELECTRICALS LIMITED,  
TRANSMISSION BUSINESS GROUP,  
10<sup>TH</sup> Floor, Plot no.- C-20, 1A/1, Joy towers,  
C Block, Phase 2, Industrial Area  
Sector-62, Noida, Distt. Gautambudh Nagar, UP-201309**

Dear Sir,

**Sub : Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No: TBSM/PREBID TIE -UP/ SPV-TL/TENDER/20-21 DATE: 06.11.2020

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

We further certify that our firm/ company is:-

- a.** Presently not put on hold. Suspended, delisted, banned or Black – listed by any of the BHEL Units.
- b.** Not have been booked by CBI and /or indicted by a Court of law in any criminal case relating to transportation.

In case it comes to notice of BHEL at a later stage that the contract award was obtained giving incomplete/false/suppressed/forged Information then the contract is liable to be terminated & earnest money/ performance security deposit forfeited.

Yours faithfully,

(Signature, Date & Seal of Authorized

Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

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

-----Offer Reference  
No:..... Date:.....

To,

**BHARAT HEAVY ELECTRICALS LIMITED,  
TRANSMISSION BUSINESS GROUP,  
10<sup>TH</sup> Floor, Plot no.- C-20, 1A/1, Joy towers,  
C Block, Phase 2, Industrial Area  
Sector-62, Noida, Distt. Gautambudh Nagar, UP-201309**

Dear Sir,

Sub : Submission of Offer against Tender Specification No: TBSM/PREBID TIE -UP/ SPV-TL/TENDER/20-21  
DATE: 06.11.2020

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Transmission Business Group, Noida Sector 62, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Scope & Technical Specifications
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

**Authorised Representative of Bidder**

Signature:

Name & Address with Date :

**DECLARATION FOR RELATION IN BHEL**

**ANNEXURE- Q**

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

-----

**REF:**.....

**Date**.....

**To,**

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

Dear Sir,

Sub : Declaration for relation in BHEL

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

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

**Tick(√) any one as applicable:**

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

OR

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

(i)

(ii)

Signature of the Authorised Signatory

Note:

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

## **ANNEXURE-R**

### **FORMAT OF NO DEVIATION CERTIFICATE**

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

**REF.....**

**Date.....**

**BHARAT HEAVY ELECTRICALS LIMITED,  
TRANSMISSION BUSINESS GROUP,  
10<sup>TH</sup> Floor, Plot no.- C-20, 1A/1, Joy towers,  
C Block, Phase 2, Industrial Area  
Sector-62, Noida, Distt. Gautambudh Nagar, UP-201309**

**Sub.: TENDER FOR “PRE-BID TIE-UP FOR EXECUTION AND HANDING OVER OF 132KV DOUBLE CIRCUIT DOUBLE STRING (DCDS) OVERHEAD TRANSMISSION LINE FROM SOLAR PLANT SUBSTATION (EVACUATION S/S) TO EXISTING CSPTCL 220/132KV THELKADI SUBSTATION (TERMINATION S/S) AT DISTRICT RAJNANDGAON (CHATTISHGARH) INCLUDING DESIGN, ENGINEERING, ROUTE SURVEY AT ALL STAGES, SETTLEMENT OF RIGHT OF WAY, SUPPLY, ERECTION, TESTING, COMMISSIONING AND ASSOCIATED CIVIL WORKS ALONG WITH 10 YEARS OPERATION & MAINTENANCE”.**

**TENDER NO.:- TBSM/PREBID TIE -UP/ SPV-TL/TENDER/20-21**

**DATE: 06.11.2020**

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)



## FORMATS FOR EPAYMENTS

To,

SR.DGM (Finance)  
Transmission Business Group  
BHEL, TBG Finance, 10<sup>th</sup> Floor,  
Joy Tower, Plot no. C-20, 1/1a,  
C block, phase 2, Industrial Area,  
Sector-62, noida – 201301 (u.p.)

Subject: E-Payments vide RTGS/NEFT

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

Vendor Name :

Title/Name of Account in the bank :

Account Type(Saving /current) :

Bank Account Number 





Name &amp; address of Bank

Bank /Branch contact person's name :

Bank /Branch Tele Numbers with STD code :

Bank Branch MICR code 





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

Bank Branch RTGS IFSC code 



Bank Branch NEFT IFSC code 





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

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

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

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

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

Thanking you

For  
(Authorised Signatory)

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

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

**Note:- Please attach cancelled original Cheque leaf.**