



BHEL
Tenders

Government eProcurement System

Tender Details

Date : 13-Sep-2023 01:38 PM

Print

Basic Details

| | | | |
|---|---|--|-----|
| Organisation Chain | Bharat Heavy Electricals Limited IVP - GOINDWAL MATERIAL MANAGEMENT IVP MM | | |
| Tender Reference Number | 2324-051E | | |
| Tender ID | 2023_BHEL_28552_1 | Withdrawal Allowed | Yes |
| Tender Type | Open Tender | Form of contract | Buy |
| Tender Category | Goods | No. of Covers | 2 |
| General Technical Evaluation Allowed | No | ItemWise Technical Evaluation Allowed | No |
| Payment Mode | Not Applicable | Is Multi Currency Allowed For BOQ | No |
| Is Multi Currency Allowed For Fee | No | Allow Two Stage Bidding | No |

Cover Details, No. Of Covers - 2

| Cover No | Cover | Document Type | Description |
|----------|-----------------------|---------------|--|
| 1 | Fee/PreQual/Technical | .pdf | a) Duly filled Part-I (Techno-commercial bid) |
| | | .pdf | b) Documents as per Pre-Qualification Criteria (PQC) |
| | | .pdf | c) Duly filled Annexure-A (Acceptance of TECHNICAL SPECIFICATIONS) |
| | | .pdf | d) Duly filled Annexure-B (Acceptance of QUALITY PLAN) |
| | | .pdf | Any other document like MSE certificate (if any) |
| 2 | Finance | .xls | Price Bid (Part-II) |

Tender Fee Details, [Total Fee in ₹ * - 0.00]

| | | |
|-------------------------------------|------|---------------------------|
| Tender Fee in ₹ | 0.00 | |
| Fee Payable To | Nil | Fee Payable At Nil |
| Tender Fee Exemption Allowed | No | |

EMD Fee Details

| | | | |
|------------------------|-------|---|-----|
| EMD Amount in ₹ | 0.00 | EMD through BG/ST or EMD Exemption Allowed | No |
| EMD Fee Type | fixed | EMD Percentage | NA |
| EMD Payable To | Nil | EMD Payable At | Nil |

Work /Item(s)

| | |
|---|---|
| Title | Supply Installation and Commissioning |
| Work Description | Supply Installation and Commissioning of 12 Channel or more Paperless Temperature Recorder for Electric Furnace Application |
| Pre Qualification Details | As per tender terms |
| Independent External Monitor/Remarks | Not applicable |

| | | | | | |
|--------------------------------|--------------------|----------------------------------|----------------------------|------------------------------|-------------------------|
| Tender Value in ₹ | NA | Product Category | Electrical Work/ Equipment | Sub category | NA |
| Contract Type | Tender | Bid Validity(Days) | 60 | Period Of Work (Days) | 60 |
| Location | BHEL, IVP Goindwal | Pincode | 143422 | Pre Bid Meeting Place | NA |
| Pre Bid Meeting Address | NA | Pre Bid Meeting Date | NA | Bid Opening Place | BHEL IVP Goindwal Sahib |
| Should Allow NDA Tender | No | Allow Preferential Bidder | No | | |

Critical Dates

| | | | |
|--|----------------------|--|----------------------|
| Publish Date | 13-Sep-2023 01:15 PM | Bid Opening Date | 23-Sep-2023 03:30 PM |
| Document Download / Sale Start Date | 13-Sep-2023 01:15 PM | Document Download / Sale End Date | 23-Sep-2023 01:00 PM |
| Clarification Start Date | NA | Clarification End Date | NA |
| Bid Submission Start Date | 13-Sep-2023 01:15 PM | Bid Submission End Date | 23-Sep-2023 01:00 PM |

Tender Documents

| NIT Document | S.No | Document Name | Description | Document Size (in KB) | |
|---------------------|------|--------------------|------------------------------|---------------------------------------|-----------------------|
| | 1 | Tendernotice_1.pdf | NIT | 96.81 | |
| Work Item Documents | S.No | Document Type | Document Name | Description | Document Size (in KB) |
| | 1 | Tender Documents | Special_Terms_conditions.pdf | Special Tender Terms and Conditions | 160.21 |
| | 2 | Tender Documents | Annexure-A.pdf | Annexure-A (Technical Specifications) | 235.98 |
| | 3 | Tender Documents | Annexure-B.pdf | Annexure-B (Quality Plan) | 236.64 |
| | 4 | Tender Documents | GCC_Rev14.pdf | GCC Rev. 14 | 584.13 |
| | 5 | Tender Documents | Part-I.xls | Techno-Commercial Bid (Part-I Bid) | 51.50 |
| | 6 | BOQ | BOQ_29785.xls | Price Bid (Part-II) | 279.50 |

Tender Inviting Authority

| | |
|----------------|---|
| Name | Achin Goyal Dy Manager |
| Address | Bharat Heavy Electricals Limited, 433 Industrial Complex, Industrial Valves Plant, Goindwal Sahib, Tarn Taran, Punjab |



Bharat Heavy Electricals Limited
Industrial Valves Plant
Goindwal Sahib (Punjab)

Enquiry No.
2324-051E

Date:
13.09.2023

NOTICE INVITING TENDER (NIT)

Dear Sir / Madam,

BHEL Goindwal Sahib (Punjab) invites offers from interested bidders / suppliers for submission of their offer through e-procurement mode at <https://eprocurebhel.co.in/>. Offers in any other mode will not be accepted. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001 002, 0120-4001 005 and 0120-6277 787; email: support-eproc@nic.in. These details are also available on 'Contact Us' page of the portal.

Online bids in two parts are invited for the "Supply, Installation and commissioning of Paperless Temperature Recorder for Electric Furnace Application". The relevant documents can be downloaded from <https://eprocurebhel.co.in>.

| | |
|--|--|
| Tender Enquiry No. & date | 2324-051E Dated 13.09.2023 |
| Form of Contract | Supply and Installation & Commissioning |
| Tender / Item Description | Paperless Temperature Recorder for Electric Furnace Application |
| Material Standard / Drawings | As per enclosed Annexure-A and tender terms |
| Location(s) of Supply / Work | BHEL, Industrial Valve Plant, Goindwal Sahib, Dist. Tarn Taran -143422 (Punjab) |
| Quotation Parts | Two Part Bid |
| Tender Download / Bid Submission Start Date | 13.09.2023 (13:00 Hrs. IST) |
| Tender Download / Bid Submission End Date | 23.09.2023 (13:00 Hrs. IST) |
| Tender / Bid Opening Date | 23.09.2023 (15:30 Hrs. IST) |
| Earnest Money Deposit (EMD) | Not applicable |
| Validity of offer (In days) | 60 days from date of techno commercial bid opening (Part-I tender opening) |
| Reverse Auction (RA) | Not Applicable |
| Contact Person Details | Sh. Sumeet Bansal, DGM 01859-224 628, sbansal@bhel.in Sh. Achin Goyal, Dy. Manager 01859-224 619, achingoyal@bhel.in |



SPECIAL TERMS AND CONDITIONS

Tender Enquiry No. 2324-051E Dated 13.09.2023 **Due date 23.09.2023**
Tender Description: Supply, Installation & Commissioning of “12 Channel or more Paperless Temperature Recorder for Electric Furnace Application”

| | |
|--|--|
| Tender Enquiry No. | 2324-051E |
| Enquiry Date | 13.09.2023 |
| Tender Download / Bid Submission Start Date | 13.09.2023 (13:00 Hrs. IST) |
| Tender Download / Bid Submission End Date | 23.09.2023 (13:00 Hrs. IST) |
| Tender / Bid Opening Date | 23.09.2023 (15:30 Hrs. IST) |
| Quotation Parts | Two-Part Bid |
| Tender Evaluation | Package basis |
| Bid Validity | 60 Days from Techno-commercial bid opening |
| Item Description | Supply, Installation & Commissioning of “12 Channel or more Paperless Temperature Recorder for Electric Furnace Application” |
| Item Specification | As per enclosed Annexure-A |
| Quality Plan | As per enclosed Annexure-B |

| Documents required along with supply of material | |
|---|------------------------|
| 1. Test Certificate | <u>Required</u> |
| 2. Guarantee certificate | <u>Required</u> |

S1. PRE-QUALIFICATION CRITERIA (PQC)

Only those bidders who have supplied at least one similar paperless temperature recorder / data logger of at least 12-channel input in last five years shall quote. Purchase order copy / Invoice copy required along with the proof of supply i.e. LR copy / Installation Report / Performance Report. Above documents shall be within past five years from on the date of tender opening i.e. the document date should be from 24.09.2018 to 23.09.2023 (both dates are inclusive). This pre-qualification criteria can either be fulfilled by OEM them self or by his authorized dealer who is bidding/participating in this tender enquiry.

Start-ups shall be exempted from the above pre-qualification criteria without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.

S2. BIDDER TYPE

For manufacturers:

Procurement shall be preferred from manufacturers. Bidder has to submit an undertaking for being manufacturer. In case manufacturer insists on engaging a dealer / agent, such dealer / agent is not allowed to represent more than one manufacturer for same item.

For dealers:

In case of dealers / agents, valid authorized dealer certificate is required from original manufacturer (OEM). In case bids are received from dealer / agent and manufacturer both, bid submitted by dealer will be rejected. A dealer representing more than one manufacturer for same item will be rejected. Kindly



SPECIAL TERMS AND CONDITIONS

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Tender Description: Supply, Installation & Commissioning of “12 Channel or more Paperless Temperature Recorder for Electric Furnace Application”

quote for single make only. Dealer has to provide contact details (like name, e-mail id, telephone no & address) of OEM office issuing “Dealer Authorization Certificate”.

S3. SCOPE OF SUPPLY

Supply, Installation & Commissioning of 12 Channel or more Paperless Temperature Recorder for Electric Furnace Application to be supplied as per specifications mentioned in ‘Annexure-A’.

S4. QUALITY DETAILS

Applicable quality plan is as per Annexure-B. Bidder has to take clearance from BHEL before dispatch of material. The criteria for clearance have been detailed as per Annexure-B, parameter-wise. However final acceptance of the material shall be based on equipment prove out at our works.

S5. QUOTATION SUBMISSION

PART-I (TECHNO-COMMERCIAL BID): Part-I should contain *all the documents / confirmations as per following details:*

- a) Duly filled Part-I (Techno-commercial bid)

IF THE OFFER IS NOT ACCOMPANIED WITH ACCEPTANCE OF TERMS AND CONDITIONS, IT SHALL BE CONCLUDED THAT ALL THE TERMS AND CONDITIONS ARE ACCEPTABLE AND NO CLAIM WHATSOEVER SHALL BE ENTERTAINED LATER ON.

- b) Documents as per Pre-Qualification Criteria (as per clause no. S1).
c) Duly filled Annexure-A (Acceptance of TECHNICAL SPECIFICATIONS)
d) Duly filled Annexure-B (Acceptance of QUALITY PLAN)

PART-II (PRICE BID): Part-II should be submitted as per format enclosed in tender. Anything other than prices mentioned in the price bid shall be considered invalid & in no case will be accepted.

S6. PRICE BASIS

- a. Unloading of material at Main Stores of BHEL shall be arranged by BHEL.
b. Quoted rates shall be firm during the currency of the contract.
c. In this tender enquiry, rate shall be invited for total package (Supply + Installation & Commissioning). Further, bidder shall be required to furnish the break up (only percentage) of quoted price in techno commercial format.
d. Rates shall be quoted on FOR GOINDWAL basis. Comparison shall be made on landed cost to BHEL Goindwal for deciding L1 offer. Evaluation shall be done for total package.



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S7. DELIVERY SCHEDULE

Delivery period shall be as follows:

- a) Supply - Within 45 days from release of PO/LOI
- b) Installation & Commissioning (**I&C**) shall be completed within 15 days from date of intimation regarding site readiness by BHEL. Site readiness shall be intimated by BHEL within 05 days from date of receipt of material at BHEL works.

The bidders should quote their best schedule for Supply and I&C against the schedule indicated in NIT. Bidders not accepting the delivery schedule as stated in NIT are liable for rejection.

S8. LIQUIDATED DAMAGES (LD):

Penalty on delay in ‘Supply’ and/or ‘I&C’ will be applicable to the delays attributed to vendor. Penalty will be considered separately for ‘Supply’ and ‘I&C’

- a) The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + I&C) in supply subject to a maximum of 10% of total PO value (Supply + I&C).
- b) The rate of penalty for delayed I&C shall be @ 0.5% per week of delay of total PO value (Supply + I&C) in I&C subject to a maximum of 10% of total PO value (Supply + I&C).
- c) Maximum penalty for delay in Supply and I&C together shall be limited to 15% of total PO value (Supply + I&C).

In case any bidder is not accepting the above penalty for delayed Supply and/or I&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment / spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.

For the purpose of penalty for delay I&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for site readiness.

S9. VALIDITY OF OFFERS

The offers shall be kept valid for 60 days from the actual date of techno-commercial (Part-I) bid opening.

S10. BID SPLITTING

100% loading shall be done on L1 bidder. Counter offer, MSE Purchase Preference & Make in India (MII) Purchase Preference is not applicable in this tender enquiry.

S11. REVERSE AUCTION

Reverse auction will not be conducted in this tender enquiry.



SPECIAL TERMS AND CONDITIONS

Tender Enquiry No. 2324-051E Dated 13.09.2023 Due date 23.09.2023

Tender Description: Supply, Installation & Commissioning of “12 Channel or more Paperless Temperature Recorder for Electric Furnace Application”

S12. PAYMENT TERMS

80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the I&C portion of PO value will be paid within 30 days of issue of commissioning certificate by BHEL and submission of Performance Security. Payment will be released only after submission Performance Security by the supplier.

If payment terms as mentioned above are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment in the prescribed format of the amount, exceeding 80% of the PO value, valid till issue of commissioning certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO value.

Additionally, for any deviation sought including as mentioned above in Payment Terms by bidder w.r.t. tender conditions, following loading criteria will be followed:

Benchmark Prime Lending Rate (BPLR) of SBI as applicable on scheduled date of tender opening + 2%, for the amount & period of relaxation sought by bidder.

S13. WARRANTY PERIOD

12 months from date of commissioning of Paperless Temperature Recorder at BHEL, IVP Goindwal.

S14. PERFORMANCE SECURITY:

Performance Security for 10% of total PO value (Supply + I&C) valid for 30 days beyond the warranty period has to be furnished by the L1 bidder. Performance security can be submitted by the L1 bidder by either of the following two ways:

1. Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period.
2. Vendor provides acceptance to deduct an amount equivalent to 10% of basic total purchase order value.

Performance security shall be valid for 30 days beyond the warranty period and vendor can claim the PBG / security amount after that period.

Bank guarantee shall be as per BHEL format and as per mode/bank described by BHEL. In case of non-acceptance of this clause by the bidder, his offer is likely to be rejected and the technical bid not processed. All bank charges in India and outside India will be to the supplier's account.

S15. VALUE FOR INSTALLATION & COMMISSIONING AT BHEL

Installation & Commissioning (I&C) value will include services to be rendered at BHEL like installation, commissioning, job proving, performance tests, training to operators etc. (to be together called as I&C). **I&C is in the scope of supplier.**

Cost of I&C should be minimum – 8.00% of total value



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Only in case where quoted value is less than the minimum value indicated below or separate I&C values are not mentioned in the offer, value for I&C portion shall be deemed to be considered as the above minimum value accordingly supply value will be adjusted from that quoted value and the balance will be released as I&C payment. The bidder, however, can choose to quote the I&C value higher than the above-mentioned minimum I&C value (%).

These Special terms & conditions and General Conditions of Contract (GCC) collectively are the part of tender terms and conditions. Any term in special tender terms and conditions will supersede the GCC.

TECHNICAL SPECIFICATIONS OF PAPERLESS TEMPERATURE RECORDER

| Sl. No. | Description | BHEL Requirement | Vendor Offer | Deviations (If any) |
|----------|---|-------------------|--------------|---------------------|
| 1 | Scope- | | | |
| 1.1 | Supply, installation & commissioning of TEMPERATURE RECORDER (PAPER-LESS) FOR ELECTRIC FURNACE APPLICATION complete with mounting arrangement at BHEL IVP Goindwal, confirming to below mentioned specifications (Qty-01 no.) | Vendor to confirm | | |
| 2 | Specifications- | | | |
| 2.1 | No. of input measurement points- 12 nos. or more | Vendor to confirm | | |
| 2.2 | Color Display at-least 5.5" TFT LCD or better with touch control interface, Resolution of at-least 600 x 480 pixels or above, Digital Display on front panel: Required for showing channel selection & recorded data values on 12-input channels or more. | Vendor to confirm | | |
| 2.3 | Suitable for Input Types- 1. Thermocouple: (B, E, J, K N, R, S, T) 2. DC Voltage: 0-1 volt, 0 to 5 volt, 0-10 volt, $\pm 5V$; $\pm 10V$, 3. Direct current with suitable shunt resistor (mA-DC): 0-20 mA 4. RTD: Pt100 | Vendor to confirm | | |
| 2.4 | Accuracy: $\pm(0.2\%$ of reading) | Vendor to confirm | | |
| 2.5 | Common mode rejection ratio (CMRR) : 120 dB or more (50/60Hz) | Vendor to confirm | | |
| 2.6 | Suitable Isolation/dielectric strength required: At-least 1000 volt or more between Channel to Channel on all available inputs | Vendor to confirm | | |
| 2.7 | Working Input Voltage: at-least in the range 100-240VAC (50/60Hz) | vendor to confirm | | |
| 2.8 | Allowable operating conditions: Temperature: 0-50°C, Humidity: 20-80%RH | vendor to confirm | | |
| 2.9 | Communication Interface- Ethernet with RJ45 connector or suitable. Protocol: TCP/IP required | Vendor to confirm | | |
| 2.10 | Configurable Display requirement: Bar graph, digital data, circular, vertical & horizontal trend: background with major minor divisions | Vendor to confirm | | |
| 2.11 | Software for at-least 03 nos. of PCs/devices. Suitable software to be view recorder parameters from remote location through LAN connectivity, to view the trend history in configurable chart background with major & minor divisions and to take print out of temperature data on specific date & time through PC. PC with operating system windows 10 or above, shall be provided by BHEL with suitable configuration for software. | Vendor to confirm | | |
| 2.12 | SD/CF Card slot required which is compatible for at-least up-to 8GB, In built Storage of 256MB and USB Slot required, which is compatible for up-to 8GB for file transfer. 8-GB Storage CF Card or 16 GB SD Card to be provided. | Vendor to confirm | | |
| 2.13 | Language Support in English | Vendor to confirm | | |
| 2.14 | Duty-type: Continuous | Vendor to confirm | | |
| 2.15 | Calibration Certificate required - NABL for Sensor. for K Type Input from 1° C to 1200°C for all channels. No of Calibration Points: 5 Point (1°C, 300°C, 600°C, 900°C & 1200°C). | Vendor to confirm | | |
| 2.16 | Data Security with 21 CFR Part 11 Compliant (latest) or similar | Vendor to confirm | | |
| 2.17 | Standard Conformance as per IEC 61010-1 | Vendor to confirm | | |
| 2.18 | Power failure protection i.e. in case of power failure, last recorded data to be saved before power failure. | Vendor to confirm | | |
| 2.19 | Logging Data: Measured Data- File Name, Date, Time, Alarms/Warning etc. | Vendor to confirm | | |
| 2.20 | Data conversion from Software- Exporting to Excel/Pdf and Output file from Temperature Recorder- CSV or other format. | Vendor to confirm | | |

TECHNICAL SPECIFICATIONS OF PAPERLESS TEMPERATURE RECORDER

| Sl. No. | Description | BHEL Requirement | Vendor Offer | Deviations (If any) |
|----------|---|--------------------|--------------|---------------------|
| 2.21 | Service Terms & Conditions- Details of nearest available service center/dealers to be provided | Vendor to confirm | | |
| 2.22 | Software to be provided- whether in DVD/CD format or downloadable. | Vendor to confirm | | |
| 2.23 | Software Licence keys for the three users for the software shall be valid for lifetime. | Vendor to confirm | | |
| 2.24 | Technical Support for software installation/training/trouble-shooting to be provided | Vendor to confirm | | |
| 2.25 | Support in terms of patches/bug fixes for the version of software delivered shall be provided free of cost, as and when available in future. | Vendor to confirm | | |
| 3 | Documentation- | | | |
| 3.1 | One hard copy and one soft-copy of documentation containing the technical specification of the product & O&M manual to be provided along with with supply. | Vendor to confirm | | |
| 4 | Warranty Required- | | | |
| 4.1 | For atleast 12 months from the date of commissioning of paperless temperature recorder at BHEL IVP Goindwal. | Vendor to confirm. | | |
| 5 | ACCEPTANCE: (Tests / Activities to be Performed by Vendor) | | | |
| 5.1 | NABL Calibration certificate, Specification compliance and Demonstration of all features of the paperless temperature recorder along with providing general training on operation & maintenance. This will be checked and verified at the time of installation at BHEL works. | Vendor to confirm | | |

QUALITY PLAN OF PAPERLESS TEMPERATURE RECORDER

| Sl. No. | Description | Inspection Criteria | Vendor Confirmation | Deviations (If any) |
|----------|---|--|---------------------|---------------------|
| 1 | Scope- | | | |
| 1.1 | Supply, installation & commissioning of TEMPERATURE RECORDER (PAPER-LESS) FOR ELECTRIC FURNACE APPLICATION complete with mounting arrangement at BHEL IVP Goindwal, confirming to below mentioned specifications (Qty-01 no.) | | | |
| 2 | Specifications- | | | |
| 2.1 | No. of input measurement points- 12 nos. or more | Physical/ Visual verification | | |
| 2.2 | Color Display at-least 5.5" TFT LCD or better with touch control interface, Resolution of at-least 600 x 480 pixels or above, Digital Display on front panel: Required for showing channel selection & recorded data values on 12-input channels or more. | Physical/ Visual verification | | |
| 2.3 | Suitable for Input Types- 1. Thermocouple: (B, E, J, K N, R, S, T) 2. DC Voltage: 0-1 volt, 0 to 5 volt, 0-10 volt, $\pm 5V$; $\pm 10V$, 3. Direct current with suitable shunt resistor (mA-DC): 0-20 mA 4. RTD: Pt100 | OEM to provide undertaking regarding specification compliance on letter head, Vendor to submit document. | | |
| 2.4 | Accuracy: $\pm(0.2\%$ of reading) | OEM to provide undertaking regarding specification compliance on letter head. Vendor to submit document. | | |
| 2.5 | Common mode rejection ratio (CMRR) : 120 dB or more (50/60Hz) | OEM to provide undertaking regarding specification compliance on letter head. Vendor to submit document. | | |
| 2.6 | Suitable Isolation/dielectric strength required: At-least 1000 volt or more between Channel to Channel on all available inputs | OEM to provide undertaking regarding specification compliance on letter head, Vendor to submit document. | | |
| 2.7 | Working Input Voltage: at-least in the range 100-240VAC (50/60Hz) | OEM to provide undertaking regarding specification compliance on letter head, Vendor to submit document. | | |
| 2.8 | Allowable operating conditions: Temperature: 0-50°C, Humidity: 20-80%RH | OEM to provide undertaking regarding specification compliance on letter head, Vendor to submit document. | | |
| 2.9 | Communication Interface- Ethernet with RJ45 connector or suitable. Protocol: TCP/IP required | Physical/ Visual verification | | |
| 2.10 | Configurable Display requirement: Bar graph, digital data, circular, vertical & horizontal trend: background with major minor divisions | Physical/ Visual verification | | |
| 2.11 | Software for at-least 03 nos. of PCs/devices. Suitable software to be view recorder parameters from remote location through LAN connectivity, to view the trend history in configurable chart background with major & minor divisions and to take print out of temperature data on specific date & time through PC. PC with operating system windows 10 or above, shall be provided by BHEL with suitable configuration for software. | Physical/ Visual verification | | |
| 2.12 | SD/CF Card slot required which is compatible for at-least up-to 8GB, In built Storage of 256MB and USB Slot required, which is compatible for up-to 8GB for file transfer. 8-GB Storage CF Card or 16 GB SD Card to be provided. | Physical/ Visual verification | | |
| 2.13 | Language Support in English | Physical/ Visual verification | | |
| 2.14 | Duty-type: Continuous | OEM to provide undertaking regarding specification compliance on letter head, Vendor to submit document. | | |
| 2.15 | Calibration Certificate required - NABL for Sensor. for K Type Input from 1° C to 1200°C for all channels. No of Calibration Points: 5 Point (1°C, 300°C, 600°C, 900°C & 1200°C). | Document Verification | | |

QUALITY PLAN OF PAPERLESS TEMPERATURE RECORDER

| Sl. No. | Description | Inspection Criteria | Vendor Confirmation | Deviations (If any) |
|----------|--|--|---------------------|---------------------|
| 2.16 | Data Security with 21 CFR Part 11 Compliant (latest) or similar | OEM to provide undertaking regarding specification compliance on letter head, Vendor to submit document. | | |
| 2.17 | Standard Conformance as per IEC 61010-1 | OEM to provide undertaking regarding specification compliance on letter head, Vendor to submit document. | | |
| 2.18 | Power failure protection i.e. in case of power failure, last recorded data to be saved before power failure. | Physical/ Visual verification | | |
| 2.19 | Logging Data: Measured Data- File Name, Date, Time, Alarms/Warning etc. | Physical/ Visual verification | | |
| 2.20 | Data conversion from Software- Exporting to Excel/Pdf and Output file from Temperature Recorder- CSV or other format. | Physical/ Visual verification | | |
| 2.21 | Service Terms & Conditions- Details of nearest available service center/dealers to be provided | OEM to provide undertaking regarding specification compliance on letter head, Vendor to submit document. | | |
| 2.22 | Software to be provided- whether in DVD/CD format or downloadable. | Physical/ Visual verification | | |
| 2.23 | Software Licence keys for the three users for the software shall be valid for lifetime. | OEM to provide undertaking regarding specification compliance on letter head, Vendor to submit document. | | |
| 2.24 | Technical Support for software installation/training/trouble-shooting to be provided | Physical/ Visual verification | | |
| 2.25 | Support in terms of patches/bug fixes for the version of software delivered shall be provided free of cost, as and when available in future. | Physical/ Visual verification | | |
| 3 | Documentation- | | | |
| 3.1 | One hard copy and one soft-copy of documentation containing the technical specification of the product & O&M manual to be provided along with with supply. | Physical/ Visual verification | | |
| 4 | Warranty Required- | | | |
| 4.1 | For atleast 12 months from the date of commissioning of paperless temperature recorder at BHEL IVP Goindwal. | OEM to provide undertaking regarding specification compliance on letter head, Vendor to submit document. | | |



General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

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General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

1. Instruction to Bidder

Quotations shall be submitted before due date and time. Late offers are liable to be rejected, so please ensure to submit bid well within due date and time. Techno-commercial part will be opened on due date.

Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids by email/fax/post/courier/E-procurement system generated email.

1.1 Instruction to Bidder (In case of Non-E-Procurement / Paper/ Manual/ Hard Copy based tenders)

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts.' This tender box is located at the entrance of Admin block BHEL Goindwal. Quotations can also be submitted through e-mail at **tendermm_ivp@bhel.in**. Offers received in time shall be considered only when offers are complete in all respects. In case of bulky tenders, please handover quotation to Sh. Rakesh Kumar/ AGM - Head-MM or Sh. Sumeet Bansal / Sr. Manager - MM [Contact: 01859 224 615 / 628]. Bid can be sent to following address:

**BHEL, Industrial Valve Plant,
#433, Industrial Complex,
Goindwal Sahib, Distt. Tarn Taran,
Punjab-143422.**

1.2 Instruction to bidder (In case of E-Procurement)

1. Interested bidders / suppliers shall submit their offer through e-procurement mode at <https://eprocurebhel.co.in/>.
2. **Offers in any other mode will not be accepted.**
3. Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal <https://eprocurebhel.co.in/>.
4. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: support-eproc@nic.in. These details are also available on 'Contact Us' page of the portal.
5. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
6. **Disclaimer clause:** Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

2. Scope of Supply

Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC)/ Material Standard requirements/BPS/Drawing and other requirement as given in the Tender Enquiry. National & International material Standards shall have to be arranged by vendors themselves. Latest applicable revisions of standards/procedures to be referred.





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All required tests as called in referred material standard/BHEL/TDC/drawing etc. shall be carried out by vendor at no extra cost. Material Test Certificates (MTC), inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.

3. Price Basis

1. Order of enquiry item sl. no. shall be maintained in the quotation.
2. The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
3. Rates quoted should be FOR BHEL Goindwal basis. The offers quoted on other than FOR Goindwal basis are liable to be rejected.

In case bidder has quoted Ex-works prices, then he/she will be given an opportunity to accept price basis as FOR Goindwal either by accepting delivery as FOR Goindwal in same quoted price or by providing loading factor on his/her quoted ex-works prices to make them FOR prices.

Variation in GST or any other statutory levies during contractual delivery period shall be to BHEL's account.

4. Discrepancy in Words And Figures

1. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
5. Bids should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.
6. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.

5. Evaluation in Case of More Than One L-1 Bidder

In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders.

In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

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Signed By: RAKESH

KUMAR

Location: BHEL Goindwal

Signing Date: 17.07.2023



6. Reverse Auction

In case, it is declared in special terms & conditions of tender enquiry that RA is applicable for the NIT, then RA will be conducted as per following clause:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <https://www.bhel.com/>) for this tender. RA shall be conducted among the techno-commercially qualified bidders as per RA guidelines.

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

7. Conflict of Interest among Bidders / Agents

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

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





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8. Validity of Offers

The offers shall be kept open for acceptance 'for number of days mentioned in special terms and conditions' from the date of opening of the tender. In case of tender extension, the bid validity shall be considered from the date of tender opening.

9. Supplied Material Adjustment

Item/s pending in previous PO has to be billed in previous PO only. Otherwise, BHEL will be free to adjust the supplies in previous PO. Any implication of tax will be on supplier's account. For this it is desirable that vendor should reconcile the pending PO statement every month/frequently with BHEL. Vendor can also view these details at Portal (<https://trichy.bhel.com/mm/index.jsp>).

10. Delivery Schedule

Supplies shall be affected and completed as per schedule mentioned in special terms and conditions. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

11. Liquidated Damaged (LD)

- Time is the essence of the contract.
- The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order.
- In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Punjab under any other condition of the contract/applicable legal provisions.
- Failure to dispatch the materials in the time as per the delivery mentioned in our Purchase Order (PO) would make the supplier liable to an un-conditional LD at the rate of 0.5% of the undelivered order value per week of the delay or part thereof subject to a maximum of 10% of the undelivered order value.
- Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).
- Indigenous: In case of Ex-works delivery terms, the document date (Invoice/Challan date) in Goods Receipt (GR) document shall be reckoned for LD deduction. In case of FOR Delivery terms, the posting date in GR document shall be reckoned for LD deduction.
- Import: For CFR terms, BL date will be considered for LD calculation.

BHEL reserves the right to receive or not receive the material after the due date of PO. Applicable GST shall also be recovered from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

12. Acceptance of Material Supplied

- The supply shall strictly as per the specifications in the tender /purchase order.
- Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items.
- Acceptance of the materials supplied will be based on the inspection and certification documents by the supplier as stipulated in the Purchase order. However, BHEL reserves the right to test the

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 17.07.2023



material supplied, if required, at BHEL Lab or any other approved/accredited lab and the result will be binding on the supplier.

4. The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL through B2B portal within 15 days from the delivery of items or delivery of the required test certificates /other documents whichever is later.
5. In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within 30 days of communication of rejection to the supplier. The supplier shall be given maximum two opportunities to replace the rejected items.
6. After the clearance of the 1st lot, in case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within 30 days of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: <https://www.bhel.com> would be taken against such supplier.

13. Payment Terms

1. Payments shall be made to the Seller within the mentioned days (as per below table) from the date of receipt and acceptance of material.

| Type of Bidder | Payment Terms (Number of days) |
|----------------------------------|--------------------------------|
| Micro & Small Enterprises (MSEs) | 45 days |
| Medium Enterprises | 60 days |
| Non MSME | 90 days |

To be considered as Micro, Small or Medium enterprise, bidder must be manufacturer of offer product and relevant valid certificate as per latest MSME guidelines is to be submitted along with bid.

MSME bidders can avail benefits of payment through TReDS (Trade Receivable e Discounting System).

In case of any deviation from standard payment term mentioned above, BHEL shall load on the item price at "Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% for the period of relaxation sought by bidders.

2. Documents to be submitted (if applicable)
 - i) Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, HSN code etc.)
 - ii) Transporter copy along with material/consignment.
 - iii) Material Test Certificates (MTC) and
 - iv) Compliance Certificate.
3. GST registration number is to be submitted by qualified vendor as per GST law.
4. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.
5. **BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.**



14. Taxes & Duties

Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:

- Vendor declaring such invoice in his GSTR-1 and
- Receipt of goods and Tax invoice by BHEL and
- Confirmation of payment of GST thereon by vendor on GSTN portal.
- Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Following may please be noted for availing Input Tax Credit (ITC) by BHEL:

- Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
- Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
- If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

15. Liability Under Reverse Charge (RCM)

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/ or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

16. Access to Manufacturing Premises

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

17. Inspection

- The seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.





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2. Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract. No additional charges shall be claimed for such inspections. Moreover, all required infrastructure (testing, tools etc) have to be arranged by supplier.
3. Any inspection carried out before supply by vendor/incoming stage at BHEL notwithstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.
4. BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.
5. Necessary tooling including thread gauges etc. have to be arranged by vendor. Only in exceptional cases, based on BHEL discretions item/nature, BHEL may consider request to provide gauges if available with BHEL. But in no case this shall be linked with delivery of material.
6. In case of following points, visit charges to be paid to Third Party Inspection Agency (TPIA) shall be imposed as penalty on Supplier:
 - a) Nothing/NIL material is offered during Inspection (whilst physical visit of Inspection Engineer at Supplier's work) with respect to "Offered Quantity" mentioned in raised Inspection Call.
 - b) Lapses on the account of supplier has led to rejection of offered material (as per approved QAP/ Technical Specifications/ Other pertinent requirement), while carrying out Inspection.
 - c) Less Quantity/ Short Quantity is offered during Inspection (whilst physical visit of Inspection Engineer at Supplier's work) with respect to "Offered Quantity" mentioned in raised Inspection Call for any of the line(s) item, leading to re-visit of Inspection Engineer.

18. Warrantee and Corresponding Repair / Replacement of Goods

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, vendor shall give a warrantee against design & manufacturing defects for a period of 18 months from the date of receipt. In case of non-acceptance of this term, bid shall be liable for rejection.

If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including repair / replenish rejected goods, at the risk & cost of the Seller.

All incidental charges like freight, insurance and customs duty in respect of return of defective items are to vendor's account only. BHEL will inform related invoice, quantity etc. to supplier. Supplier has to give advance intimation / plan (Transporter, Vehicle details) for the lifting of material. Further supplier has to provide requisite documents (such as Credit Note, e-Way Bill etc.) to lift the rejected material. Material should be lifted within one month from date of intimation. After one-month, BHEL will not be responsible for rejected material and BHEL shall have the right to dispose off such rejected material.

Signature Not Verified

Signed By: RAKESH
KUMAR
Location: BHEL, Goindwal
Signing Date: 17.07.2023





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Industrial Valve Plant: 433, Industrial Complex,
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The defective parts and components shall be collected by your Indian agent or / authorized person, only after completing the replacement / repairs. If the supplier fails to replace / rectify the defective/ damaged items on free of cost within one month of reporting from our end, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: <https://www.bhel.com> would be taken against such supplier without prejudice to the other remedies available to BHEL under the contract and law in this regard.

19. LOI (Letter of Intent)

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

20. Sub-Contract

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

21. Risk Purchase

1. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.
2. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.
3. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:
 - from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.
 - from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

22. Force Majeure

1. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts

Signature Not Verified

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KUMAR

Location: BHEL, Goindwal

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Industrial Valve Plant: 433, Industrial Complex,
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of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.

2. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
4. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

23. Non-Disclosure Agreement

All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. ***BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.***

24. Clarifications

The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

25. Preferences for Micro and Small Enterprises (MSEs)

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" & "Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018", or as per latest guidelines issued by government shall be given to Micro and Small enterprises.

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 17.07.2023





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Main points which are mentioned in the above orders are as follows:

- 25% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 25% of the 25% quantity (i.e. 6.25% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. Failure to participate by any MSE owned by SC/ST's; this 6.25% quantity shall be procured from other MSEs.
- 3% from within the 25% quantity offered to the MSE's shall be reserved for women owned MSE's. Failure to participate by any MSE owned by women; this 3% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

MSE suppliers can avail the intended benefits only if they submit **Udyam Registration Certificate** along with the offer. No other document shall be considered for availing MSE benefits. Non-submission of such document 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 is not cleared before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required document is to be uploaded on the portal.

Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.

26. Preference to Make in India

This procurement shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 of Government of India issued by DPIIT and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for purchase preference to make in India shall be adhered.

27. Restrictions Under Rule 144(XI) of The General Financial Rules (GFR), 2017

Restrictions on procurement from a bidder of a country which shares a land border with India

- I. a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services), only if the bidder is registered with the Competent Authority.
- b) Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority. *This clause shall be applicable only in the tenders which attract restrictions due to specified ToT.*

Signature Not Verified
Signed By: RAKESH
KUMAR
Location: BHEL, Goindwal
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- II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of the Order means:
- An entity incorporated, established, or registered in such a country; or
 - A subsidiary of an entity incorporated, established, or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iv) above will be as under
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Signature Not Verified

Signed By: RAKESH
KUMAR
Location: BHEL, Goindwal
Signing Date: 17.07.2023





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
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VIII. "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.

Any false declaration and non-compliance of the above would be a ground for debarment and further legal action in accordance with law.

Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be Attached]."

28. Resolution of Disputes

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred 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-X to this GCC.

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

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

Signature Not Verified

Signed By: RAKESH
KUMAR
Location: BHEL, Goindwal
Signing Date: 17.07.2023





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

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

Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Tarn Taran, Punjab, India.

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

Subject to arbitration in terms of clause above, the Courts at Tarn Taran, Punjab, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

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 its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.”

Set off : BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.

29. 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 <https://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.





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30. Preventive Checks to Eliminate Suspected Cartel Formation

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

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

31. Suspension of Business Dealings with Suppliers / Contractors

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site <https://www.bhel.com/>.

INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:

31.1. 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.

31.2. Commitment by Bidder/ Supplier/ Contractor:

31.2.1. 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.

31.2.2. 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.

31.2.3. 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

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 17.07.2023





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per extant guidelines of the company available on <https://www.bhel.com/> and/or under applicable legal provisions

32. General

1. BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
2. BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
3. BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
4. Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that these terms and conditions are acceptable.
5. BHEL may increase/decrease item/s based on BHEL requirement before price bid opening. Suitable price implication may be asked from suppliers.
6. BHEL may drop item/items from tender at any stage of tender before placing PO. BHEL may also delete PO with consent with supplier within delivery date of PO.
7. After releasing PO, it is assumed that supplier has accepted PO if we do not receive acknowledgement from supplier within 5 days of date of PO.
8. In case of unscheduled holiday on opening day of tender, the next working day will be treated as scheduled prescribed day of opening of tender.
9. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date, those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.
10. Ranking L-1, L-2 etc. shall be done for individual item for the techno-commercially acceptable offers on landed cost to BHEL, IVP Goindwal basis and BHEL reserves the right to place order for individual items with different vendors.
11. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; BHEL reserves the right to increase or decrease the tender quantity.
12. If supplier is mentioning delivery destination within state/ outside state depending upon his location of factory, Free on Road etc. these are assumed as on FOR Goindwal. If supplier is wishing to give delivery on Ex works basis, then he has to clearly mention about it.
13. The bidder has to keep track of any changes by viewing the addendum(s) / Corrigendum(s) issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

Signature Not Verified

Signed By: RAKESH
KUMAR
Location: BHEL Goindwal
Signing Date: 17.07.2023





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

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14. Unregistered suppliers, who are techno-commercially qualified against the open tender, are requested to register with BHEL as permanent supplier by submitting the Supplier Registration Form (SRF) in online supplier registration portal (<https://supplier.bhel.in/>).
15. The General Conditions of Contract and the Special Conditions in each enquiry and the resulting purchase order constitute the entire contract between the parties. In case of any discrepancy between the provisions of General Conditions of Contract and Special Conditions of the Tender, the provisions in Special Conditions of the Tender shall prevail and interpretation of BHEL of such condition/clause will be final and binding on both the parties ..





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BHARAT HEAVY ELECTRICALS LIMITED

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Punjab-143422 (INDIA)

Annexure-X

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

Signed By: RAKESH
KUMAR
Location: BHEL, Goindwal
Signing Date: 17.07.2023





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- 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.

Signature Not Verified

Signed By: RAKESH
KUMAR
Location: BHEL, Goindwal
Signing Date: 17.07.2023



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.





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23. The Conciliator(s) shall be entitled to following fees and facilities:

| Sr. No. | Particulars | Amount |
|---------|---|--|
| 1 | Sitting fees | Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below. |
| 2 | Towards drafting of settlement agreement | <p>In cases involving claim and/or counter-claim of up to Rs 5 crores. Rs 50,000/- (Sole Conciliator)</p> <p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs. 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p> |
| 3 | Secretarial expenses | <p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p> |
| 4 | Travel and transportation and stay at outstation | As per entitlement of the equivalent officer (pay scale wise) in BHEL. |
| | <p>i Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p> <p>Others</p> | <p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p> <p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> |

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 17.07.2023





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| | | |
|---|-------------------|--|
| 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:

Signature Not Verified

Signed By: RAKESH

KUMAR

Location: BHEL, Goindwal

Signing Date: 17.07.2023





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
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- 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.



Appendix-I of Annexure-X

**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





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Industrial Valve Plant: 433, Industrial Complex,
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Punjab-143422 (INDIA)

Appendix-II of Annexure-X

FORMAT FOR GIVING CONSENT BY CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTI UM PARTNERSFOR 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





General Conditions of Contract (GCC) of MM Tenders

BHARAT HEAVY ELECTRICALS LIMITED

Industrial Valve Plant: 433, Industrial Complex,
Goindwal Sahib, Dist. Tarn Taran,
Punjab-143422 (INDIA)

Appendix-III of Annexure-X

STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

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

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

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

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

