

TENDER DETAILS

<i>DESCRIPTION</i>	<i>SUPPLY OF REGASIFIED LIQUID NATURAL GAS (RLNG)</i>
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Item Sl. No.	Description	Unit	Quantity
1	REGASIFIED LIQUID NATURAL GAS (RLNG)	MMBTU	2943648.00

ATTACHMENTS:

Annexure A - Enquiry Terms and Conditions

"LD clause has to be confirmed without fail."

The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants /service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

Annexure-I

Technical Specification of the Gas

Regasified Liquefied Natural Gas as per IS.15127.2002 (with latest amendment)


Gross Heating Value of Gas

The Gas offered at the Delivery Point shall have minimum Gross Heating Value in a gaseous state equal to 8500 kilo calories per Standard Cubic Meter and shall be provided in cross country pipeline network.

Composition of Gas

The Gas to be supplied by Seller to Buyer, shall have the following composition:

Composition Of Gas	
Component	Specifications
Methane (C1)	not less than 80 Mol %
Ethane (C2)	not more than 12 Mol %
Propane (C3)	not more than 4.50 Mol %
Butanes (C4) and heavier	not more than 2.5 Mol %
Pentanes (C5) and heavier	not more than 0.35 Mol %
Non Combustible gases other than Non-Hydrocarbons including CO ₂ & N ₂	not more than 6.0 Mol %
Total Sulphur (ppm by wt max)	10 ppm by weight
Hydrogen Sulphide (ppm by wt max)	5 ppm by weight
Water content / moisture	No free water will be present
Total Inerts	8 Mol% vol max
Oxygen	0.2 Mol% vol max
Impurities	Gas shall be reasonably free from dust gum forming constituents and other deleterious solid and/or liquid matter;


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Addl. General Manager
Operations
Seamless Steel Tube Plant
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Annexure-II
Specifications of the Operating SKID

- The Bidder shall be responsible for **Development of Infrastructure and Supply** of RLNG to BHEL-Trichy for industrial purpose.
- The bidder shall install ONE Operating Cum Metering Skid (Filtration + Metering+ Pressure Reduction Skid) inside BHEL factory premises at the location specified by BHEL as per the Operating conditions

SKID PARAMETERS		
FLOW RATE IN SCM/Hr (MIN. /NORMAL/ MAX.) (@ minimum GHV of 8500 Kcal/scm)	Peak (Capacity)	9500 scm/hr
	Nominal	3082.83 scm/hr
	Min	8.33 scm/hr
OUTLET PRESSURE OF GAS REQUIRED at BHEL skid at all time (in BAR)	Max	6 bar
	Nominal	4 bar
	Min	2 bar
GAS OUTLET TEMPERATURE at BHEL Skid at all time, in °C	Ambient	min 25 °C

Note: The skid shall have the capability to supply RLNG for the mentioned Peak parameters at all time.

- BHEL will provide the following for the Operating Cum Metering Skid
 1. Levelled Land jointly identified by BHEL & Bidder at the edge of factory premises
 2. Outgoing pipelines from Skid to factory
 3. Electricity incoming connection for Skid operation utilities
 4. Incoming water line for Fire Hydrant facility.
- Bidder shall provide the following for the Operating Cum Metering Skid
 1. Total operating skid including all accessories
 2. Panel room with air conditioning for housing panels & Display unit
 3. All statutory Licensing from competent authority
 4. All safety equipment for SKID safety.
 5. Incoming steel Pipeline terminating at SKID.
 6. All communication facilities for daily data updating.
- Bidder shall comply with all applicable statutory & procedural requirements in connection with the entire scope of work under this tender and shall be responsible for settling of issues /queries raised, if any, by any authorities in connection thereto.

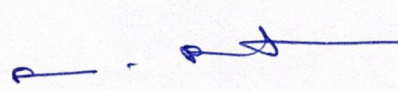

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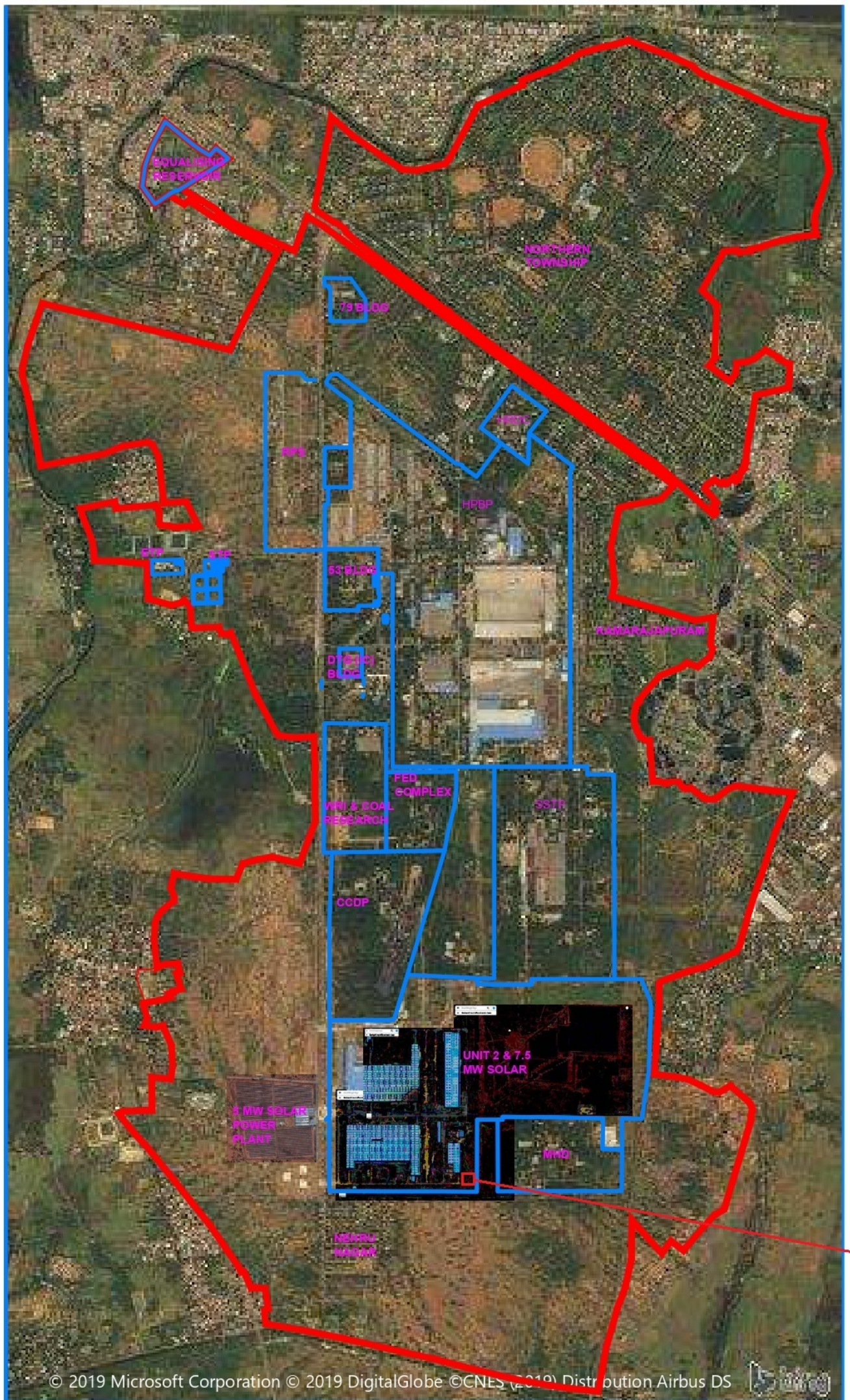
Annexure-III
Scope of Work:

1. The Bidder shall be responsible for **Construction, Installation & Commissioning** of RLNG skid (Filtration, Metering & PRS) for exclusive use of BHEL at the location identified by BHEL and providing delivery at the required operating conditions as specified above within a period of 6 Months from the date of intimation from BHEL.
2. The bidder shall obtain prior written approval from BHEL with respect to the pipeline routing within **BHEL premises before commencement of the Construction, Installation & Commissioning** of RLNG skid (Filtration, Metering & PRS) works. BHEL Boundary Map is attached.
3. The Bidder shall be responsible for complete **civil works required for metering skid premises**. Only levelled land will be provided by BHEL. The bidder shall obtain prior written approval from BHEL with respect to the above works.
4. The Bidder shall be responsible for **Excavation & Pipeline laying** inside BHEL premises up to the delivery point without interference with existing HT lines/communication lines/civil/any other installations. The bidder shall obtain prior written approval from BHEL with respect to the above works. The entire RLNG pipeline inside BHEL premises terminating at skid shall be underground.
5. The Bidder shall be responsible for **Laying of LAN/ Networking cables** along with the RLNG pipelines terminating at skid and shall be responsible for daily Skid operations including Telephone, LAN network connectivity.
6. The Bidder shall be responsible for Provision of **Earthing facility / bonding for electrical** continuity of the installation.
7. The Bidder shall be responsible for **Provision of Lightning arrestor** (if applicable) for the installation as per PNGRB guidelines.
8. The Bidder shall be responsible for **Provision of all safety & firefighting equipment** as per the competent statutory authority for skid.
9. The Bidder shall be responsible for **Provision of gas detectors with alarms** in the skid area as per statutory requirements.
10. The Bidder shall be responsible for **providing fence around the SKID with proper gates** to avoid the unauthorized personnel entry.
11. The Bidder shall be responsible for **Provision of CCTV surveillance** around the skid area.
12. The Bidder shall be responsible for **Provision of necessary cathodic protection** of the installation to prevent corrosion.
13. The Bidder shall be responsible for **Provision of room inside the skid** with ideal room temperature for maintaining PLC Controls, Display unit.
14. The Bidder shall be responsible for **Provision of Power Backup** for working of equipment inside the rooms and for alarms during power cut.
15. The Bidder shall be responsible for **Coordinating & Obtaining clearance** from competent statutory authority like PESO/any other authority for all related statutory requirements.
16. The Bidder shall be responsible for **Operation & Maintenance of all equipment** during the contract period inside the metering skid, so as to ensure 24x7 hour availability of RLNG.
17. The Bidder shall be responsible for **Provision of 24x 7 – Emergency Control Centre**.
18. For **any structure/building being built within BHEL premises** (inside the metering skid), the Bidder must obtain necessary prior written approvals from BHEL. Design documents for the same is to be submitted to BHEL for scrutiny in advance.
19. The Bidder must submit all related drawings prepared for construction of skid and related infrastructure in DWG format to BHEL for reference and records.

Other Administrative points:

1. The Bidder shall provide training to BHEL staff for operating the skid in the event of safety hazard.
2. The Bidder shall develop the entire infrastructure required for the skid at his own cost.
3. The Bidder shall use the BHEL premises for the purpose for which it is identified under the contract.
4. The Bidder shall not in any manner assign or transfer this contract to any person nor shall the bidder sub-license the said premises or part with any privilege granted herein to any other person what-so-ever or in any manner.
5. The Bidder shall abide by the provisions of all applicable central or state laws and rules or regulations framed thereunder applicable to his trade or his use of the premises and shall bear all costs towards compliance of the said provisions on his own account.
6. The Bidder shall obtain at his own cost and expense all licenses, permissions, permits or clearances from the concerned authorities as necessary for use of the BHEL premises for implementing the scope of the work covered under the tender.
7. The fines or other penalties of whatsoever description, imposed by the concerned authority in respect of any violation or the non-compliance of any applicable provision shall be borne by the Bidder.
8. The Bidder shall agree to keep BHEL harmless and hold it indemnified on account of any loss or damages sustained or expenses or costs incurred by BHEL in order to defend any proceeding brought against it on account of use of the premises by the Bidder. The Bidder shall ensure compliance of the central and the state laws including Labour Laws, rules, regulations made thereunder or regulations, directions or orders of any regulatory or statutory authority or judicial or quasi-judicial body or local authority as applicable to the trade of the licensee or to the use of the premises by the Bidder.
9. The Bidder shall not encroach or occupy on any vacant land without prior permission of BHEL in writing and shall restrict his use to the premises identified as per the contract.


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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
BHEL HPBP Trichy, Materials Management Department

ANNEXURE B –
Terms & Conditions for Enquiry for Supply of Re-Gasified Liquefied Natural
Gas (RLNG)

Note: This Enquiry terms and conditions has to be mandatorily filled & signed by the bidder and submitted along with Technical (Part I) bid.

Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation (until otherwise explicitly indicated).

SI No	BHEL Requirements	Supplier Confirmation / Comments
1	Bidder's offer reference No and date	
2	<p><u>Bid Submission:</u></p> <ul style="list-style-type: none">a. Tender is hosted in EPS (E-Procurement System) portal & offer is to be submitted through EPS portal only.b. Offer is to be submitted on Two Part Bid basis (Technical bid + Price bid) only through BHEL's NIC E-Procurement portal (https://eprocurebhel.co.in) before the tender due date. Sealed cover bids / E-Mails / fax / manual offers will not be accepted.c. Scanned copy of filled in Integrity Pact, Terms & Conditions, Deviation Format, Gas Sales Agreement (GSA) copy etc shall be uploaded in the EPS portal during Part I bid submission.d. Gas Sales Agreement (GSA) will be part of Techno-Commercial evaluation.e. At its option, BHEL may consider extending the due date of the tender opening. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in the following websites,<ul style="list-style-type: none">o https://eprocurebhel.co.ino https://www.bhel.com/tender/f. Any clarification on Techno-Commercial requirements can be obtained from BHEL before tender opening. As per BHEL's Policy, BHEL cannot allow price impact post Part I opening for the requirement / scope of supply which is a part of the Enquiry. Hence, requirements / documents shall be thoroughly read before submission of the bid. In case of any query / un-clarity on any of the clause / requirements, please get them clarified from BHEL before submission of bid. No deviation & request regarding un-clarity / contradictory conditions / ambiguity of Techno-Commercial requirements would be entertained after opening of Part I bid.g. Any values indicated anywhere other than in Part II bid even if covered in any form in the Part I bid will not be considered for evaluation. Bids shall be strictly as per the Part II template and should not be subjected to any correlation or indirect interpretations. Bids shall fulfill all the above requirements failing which the bid may be summarily rejected as a whole or as part thereof. Rates are to be quoted strictly as per Part II template taking care of all Techno-Commercial requirements of the Enquiry. Bidders shall furnish their	

	<p>most competitive offer after thoroughly understanding the Techno-Commercial requirements and confirming to meet the same.</p> <p>h. BHEL shall not be responsible for wrong quotes, missing attachments, blank file uploads etc in E-Procurement portal. Bidders shall exercise at most caution while submission of bids to avoid any chances of bid rejection. Quoting abnormally low rates which are unworkable or withdrawal of bid after Part II bid opening or after issue of Purchase Order within validity of the tender will be construed as tampering of BHEL’s tender process and action as deemed necessary shall be invoked as per BHEL’s extant policies and guidelines.</p> <p>Bid should be submitted only as per the Unit of Measurement (UOM) specified in the Enquiry.</p>																													
3	<p>E-Tender Participation Requirements- Authorization for participation in EPS portal with DSC:</p> <p>a. Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION).</p> <p>b. Suppliers are advised to go through the FAQ available in the web portal (https://eprocurebhel.co.in).</p> <p>c. DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal / agent and is valid legally.</p> <p>d. For Foreign Principal- In case of Principal (being foreigner), they may apply for DSC through Indian Embassy at their country and can register with BHEL for participating in E-tenders. Details of the applicable procedure is available in the webpage http://www.cca.gov.in/cca/.</p>																													
4	Validity of offer: Minimum 90 days from tender opening date (part I bid opening date).																													
5	Tentative average quantity of gas required (MMBTU / Day) : 2050 MMBTU / Day																													
6	<p>Tentative Total Quantity of RLNG for the Contract period (MMBTU) : 30,75,000</p> <table><tr><th></th><th>Unit</th><th>Year 1</th><th>Year 2</th><th>Year 3</th><th>Year 4</th><th>Year 5</th></tr><tr><td>Actual Annual Contracted Qty(AACQ)</td><td>Scmd</td><td>51,783.38</td><td>53,880.47</td><td>52,562.15</td><td>51,216.17</td><td>50,839.02</td></tr><tr><td>Qty/day</td><td>MMBTU/Day</td><td>1,952.15</td><td>2,031.20</td><td>1,981.50</td><td>1,930.76</td><td>1916.55</td></tr><tr><td>Qty/year</td><td>MMBTU/Year</td><td>5,85,645.00</td><td>6,09,360.00</td><td>5,94,450.00</td><td>5,79,228.00</td><td>5,74,965.00</td></tr></table>		Unit	Year 1	Year 2	Year 3	Year 4	Year 5	Actual Annual Contracted Qty(AACQ)	Scmd	51,783.38	53,880.47	52,562.15	51,216.17	50,839.02	Qty/day	MMBTU/Day	1,952.15	2,031.20	1,981.50	1,930.76	1916.55	Qty/year	MMBTU/Year	5,85,645.00	6,09,360.00	5,94,450.00	5,79,228.00	5,74,965.00	
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7	Bidder shall provide guarantee for supply of minimum GCV value (8500 Kcal./scm) for contract period.																													
8	Point of measurement of volume (SCM) : at BHEL Trichy																													
9	Point of measurement of Gross Calorific Value (GCV) :. at BHEL Trichy																													
10	For payment purpose, the total MMBTU will be calculated on actual GCV basis.																													
11	Point wise confirmation and requisite documents against pre-qualification criteria (PQC) has to be submitted by bidder, failing which bid shall not be considered.																													
12	Bidders must quote for entire tender quantity or else the offer shall be rejected.																													

13	<p>The supply of RLNG shall be for 5 years from the date of commencement of commercial supply.</p> <p>The bidder shall make ready the infrastructure within 6 months from the date of intimation from BHEL.</p>	
14	<p>Supply of RLNG will be on the basis of: "REASONABLE ENDEAVOUR". "Gas supply shall be on Reasonable Endeavour (RE) basis which means that there shall not be any minimum assured quantity for the payment on daily, fortnightly or monthly gas consumption."</p>	
15	<p>Price Variation Clause will be applicable as per Enclosure - 1</p>	
16	<p>Bidder to inform the currency of FE (foreign exchange) component of supply.</p> <p>INR Component (Serial no 2 of BOQ template) shall be in INR only.</p> <p>Bidder to inform the applicable tax in terms of percentage.</p>	
17	<p>One unpriced copy of price bid Enclosure - 1 clearly indicating details like taxes, INR components & FE components etc. is to be submitted with techno-commercial bid.</p> <p>In case of any deviation from the proposed break up for cost calculation Enclosure - 1, bidder may provide their separate sheet for net landed cost calculation of RLNG in terms of INR/MMBTU.</p>	
18	<p>Exchange rate from SBI' (TT selling rate), as on tender opening date (part-1) shall be considered for calculation of total landed cost of RLNG per MMBTU for purpose of evaluation of offer to decide ranking of offers (If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken).</p>	
19	<p>Lowest bid criteria will be based on total delivered price.</p> <p>The offer will be evaluated as below:</p> <p>Total Delivered Price = Landed Price at Delivery Point + applicable taxes - applicable tax credits.</p>	
20	<p><u>Reverse Auction:</u></p> <p>BHEL reserves the right to go for REVERSE AUCTION (RA) (guidelines as available on www.BHEL.com) instead of opening the online the online sealed price bid, submitted by the bidder. Bidders to give their acceptance with the offer for participation in RA.</p> <p>In case any bidder(s) do(es) not participate in online Reverse Auction, their online sealed price bid along with applicable loading, if any, shall be considered for ranking.</p>	
21	<p><u>Billing cycle:</u> The invoices shall be raised on fortnightly basis for supply of gas from 1st to 15th and 16th to 30th / 31st (i.e. last day of the month). The Foreign Exchange component of each invoice shall be converted to Rupees equivalent amount at the prevailing TT selling rate as per SBI card applicable on the last Day of the Fortnight. In case the last Day of Fortnight happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.</p> <p>Note: It is desired that the invoice should be raised as early as possible after completion of the fortnight so that bill processing can be done timely.</p>	

22	<p><u>Payment term:</u></p> <p>Payment term is 100% direct payment as per billing cycle</p> <p>90th day from date of receipt of bills in hard / soft copy by BHEL Trichy.</p> <p>For Medium Enterprises Payment – 60th day from date of receipt of bills in hard / soft copy by BHEL Trichy.</p> <p>For Micro and Small Enterprises Payment– 45th day from date of receipt of bills in hard / soft copy by BHEL Trichy.</p> <p>Payments for MSE Indigenous vendors will be as MSMED Act, 2006.</p>							
23	<p><u>Liquidated Damages (Indigenous & Import Suppliers):</u></p> <p>Time is the essence of the contract.</p> <ol style="list-style-type: none"> Ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. In case the supplier fails to supply the ordered items on the agreed date, Liquidated Damages (LD) as detailed below will be levied from the supplier without prejudice to any other relief / compensation available to BHEL Tiruchirappalli under any other condition of the contract / applicable legal provisions. Liquidated Damages Calculation in case of failure of supply : Liquidated Damages payable by the Supplier to the BHEL shall be the procurement charges of equivalent Alternate fuel (LPG) in MT on per day basis as per the prevailing market price + Administrative charges (5% of fuel cost) <table border="1" data-bbox="300 1008 1237 1050"> <tr> <td>MMBTU equivalent of 1 MT of LPG</td><td>46.98</td><td>MMBTU</td></tr> </table> <ol style="list-style-type: none"> If, after the declaration of Commencement date of Commercial Supply, the supplier has not completed the installation and commissioning of Skid, the Liquidated Damages payable by the Supplier to the BHEL shall be the procurement charges of equivalent Alternate fuel (LPG) in MT on per day basis as per the prevailing market price + Administrative charges (5% of fuel cost) till the supplier completes the installation and commission of the skid and commence commercial supply of the RLNG to BHEL. <table border="1" data-bbox="300 1348 1237 1390"> <tr> <td>MMBTU equivalent of 1 MT of LPG</td><td>46.98</td><td>MMBTU</td></tr> </table>	MMBTU equivalent of 1 MT of LPG	46.98	MMBTU	MMBTU equivalent of 1 MT of LPG	46.98	MMBTU	
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24	<p><u>Taxes :</u></p> <p>Taxes in terms of both percentage (as applicable) and INR/MMBTU (as per effective value(s) at the time of bidding) must be mentioned in price bid. In case GST becomes applicable during the contract period the same shall be paid extra to supplier as per actual after verification of the same in GSTIN and fulfilment of other statutory requirements.</p> <p>All Applicable taxes including Sales Tax, TCS etc. payable as extra to be quoted specifically in quotations along with CST & VAT Number failing which the purchaser will not be liable for payment of sales tax. Our TIN 33243560005 dt.01.01.2007 & CST no 239383 DT, 11.06.1991</p> <p>Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date, where the delay is not attributable to BHEL, will be on vendor's account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</p>							

25	<p><u>Evaluation of offer</u></p> <p>a. The price bids including the impact price (if any as per clause 25.f) of the technically acceptable offers alone shall be opened.</p> <p>b. Offers with pre-conditions (like conditional discounts) for price are not acceptable. In case, if any bidders quote with such conditions, opportunity will be given to the bidder to withdraw the pre-conditions and on acceptance of the same, only the base offer of the bidder would be considered for evaluation and comparison. If supplier regrets to withdraw such conditional offer, then, offer will be rejected.</p> <p>c. BHEL reserves the right to conduct negotiations on the “Price” and “Other Commercial Terms and Conditions” with the lowest ranked supplier at any time after the bid opening but before the release of the Purchase Order.</p> <p>d. In case of more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders.</p> <p>e. Incase more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly, BHEL’s decision in such situations shall be final and binding.</p> <p>f. In the event of any change in scope / quantity arising out of the discussions, bidders would be given a chance to submit their revised offer / Impact bids as the case may be. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.</p>	
26	<p><u>BID SECURITY / EARNEST MONEY DEPOSIT (EMD):</u></p> <p>To safe guard against a bidder's withdrawing or altering its/ his bid during the bid validity period, Bid Security [also known as Earnest Money Deposit (EMD)] is to be obtained from the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).</p> <p>A) Total EMD amount: Rs. 300 lakhs (Rupees Three Hundred Lakhs)</p> <p>B) Modes of deposit</p> <p>a) The EMD may be accepted only in the following forms:</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tender opening).</p> <p>(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).</p> <p>(iii) Fixed Deposit Receipt (FDR).</p> <p>(iv) Bank Guarantee from any of the Scheduled Banks.</p> <p>(v) Insurance Surety Bonds.</p>	

	<p>b) In case the EMD is more than Rupees Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p>C) Forfeiture of EMD</p> <p>(i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>(ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.</p> <p>D) (i) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.</p> <p>(ii) Bid security should be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).</p> <p>(iii) In case of expiry of offer validity period or any other circumstances, EMD can be released with the approval of Head of Contracting deptt., not below the rank of AGM.</p> <p>E) EMD shall not carry any interest.</p> <p>NOTE : EMD is waived off for Central/ State PSUs/ Government deptts /Autonomous / Educational / Research institutions.</p>	
27	<p><u>PERFORMANCE SECURITY:</u></p> <p>To ensure due performance of the contract, Performance Bank Guarantee(PBG) or Security Deposit (SD), hereafter referred as performance security is to be obtained from the successful bidder awarded the contract. The need for the Performance Security depends on the market conditions and commercial practice for the particular kind of goods. Performance security is to be submitted by the date specified in the contract.</p> <p>A) Performance Security : 5% of the contract value to be furnished within 14 days after date of award of contract. Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations as indicated in the tender &/Purchase Order.</p> <p>B) Modes of deposit:</p> <p>a) Performance security may be furnished in the following forms:</p> <p>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p>	

	<p>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</p> <p>(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>(v) Insurance Surety Bond.</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.</p> <p>C) Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p>D) Forfeiture of Performance Security:</p> <p>The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>E) PS should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>F) The Performance Security shall not carry any interest.</p>	
28	<u>General terms</u>	
a.	Bids including all enclosures and supporting documents like format for Gas Sale Agreement, catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation.	
b.	A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.	
c.	All uploaded/submitted documents against this tender shall be signed in each page.	
d.	Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.	

e.	Any clarification regarding tender shall be done before Part – I due date through the following mail id nanthini@bhel.in ; subhashini@bhel.in; amukherjee@bhel.in.	
f.	BHEL reserves the right to negotiate and re-float the tender if the lowest offered price is not found competitive.	
g.	BHEL reserves the right to cancel tender at any stage without assigning the reason.	
h.	Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the tender. Otherwise, it will be treated as that all those terms and conditions as mentioned in the tender are acceptable in Toto.	
i.	Deviations, if any, shall be summarized and provided in a “Technical Deviation Statement” as per Enclosure - 2, listing the points and the deviation against each point.	
j.	At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, https://eprocurebhel.co.in	
k.	In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.	
l.	If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.	
m.	In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.	
29	<p>In case any column is left blank, it shall be deemed to be accepted by vendor.</p> <p>If any difference is found for any term and condition in the offer and this ANNEXURE "B", the terms quoted in this ANNEXURE 'B' shall be deemed as final and binding on vendor.</p> <p>If any difference is found for any term and condition in the tender documents and this ANNEXURE "B", the terms mentioned in this ANNEXURE 'B' shall prevail.</p>	
30	Note: Attach separate sheet for additional information if necessary. The above terms & conditions supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry.	
31	<p>Bidders participating in the enquiry should declare in their technical bid whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments. The reasons for such action with complete details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer, it will be construed that the bidder is not under any such hold.</p> <p>However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the offer at any point of time and also at any</p>	

	stage of the finalization of the enquiry. Such bidders will not be permitted to participate in the further enquiry proceedings and will be communicated suitably.	
32	<p><u>Restrictions for Procurement from a country sharing its land border with India:</u></p> <p>As per Circular No: 1 of 2023 – 24 dt 16.05.2023, Clause 2(a) states that “Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the competent authority. The requirement of registration has been applicable since 23.07.2020. “</p>	
33	<p><u>Non-Disclosure Agreement (NDA):</u></p> <p>The bidders shall enter into the Non-Disclosure Agreement totally voluntarily, with full knowledge of its meaning and without duress. NDA format (Enclosure – 6) enclosed along with the Enquiry shall be filled and submitted during bid submission.</p>	
34	<p><u>Intellectual Property Right:</u></p> <p>The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.</p>	
35	<p><u>Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act (Subject to participating MSE vendors meeting the tender requirements of BHEL):</u></p> <ol style="list-style-type: none"> As per Gazette Notification No. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable / existing Micro and Small suppliers are requested to get registered in Udyam Registration portal and provide copy of Udyam Certificate Registration No along with Udyam Certificate. 25% of the tendered quantity is earmarked for MSE suppliers in this tender, subject to participating MSE bidders meeting the tender requirements of BHEL. In case MSE bidder participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by the MSE bidder. In case of more than one such MSE bidder within the “L1 + 15% price band”, the supply shall be shared proportionately. In the event of Non MSE supplier becoming L1 and MSE bidder quotes within the price band of L1 + 15% and it is not possible to split the tendered quantity on account of reasons like customer contract requirement / technical requirements etc, then 100% of the quantity will be offered to MSE suppliers subject to acceptance of L1 price by the MSE supplier. Counter offering of L1 rate will not be made to any MSE supplier who’s quoted rate is more than the price band of L1 + 15%. Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006. If L1 offer is from a Micro / Small Enterprise, 25% earmarking provision is not applicable. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Apart from this, 3% of the 6.25% shall be earmarked for procurement from MSE owned by Women entrepreneurs. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL. MSE suppliers can avail the intended benefits only if they submit along with the offer Udyam Registration Certificate. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. Non-submission of above documents will lead 	

	to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits this document.
36	<p><u>Cartel Formation:</u></p> <p>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.</p>
37	<p><u>Breach of Contract, Remedies and Termination:</u></p> <p>In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount as the case may be will be recovered in all or any of the following manners-</p> <ol style="list-style-type: none"> From dues available in the form of Bills payable to defaulted supplier against the same contract. From the dues payable to defaulted supplier against other contracts in the same Region / Unit / any other region / unit. Incase recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. <p>Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.</p>
38	<p><u>Set-Off Clause:</u></p> <p>BHEL shall have the right to recover any money, which in the sole opinion of BHEL is due from the Contractor, from any money due to the Contractor under this Contract or any other contract or from the Security Deposit & bank Guarantee's, if any, furnished by the Contractor under this Contract or any other contract.</p>
39	<p><u>In the event of Force Majeure:</u></p> <ol style="list-style-type: none"> 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 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. 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. 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. 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.
40	<p><u>Fraud Prevention Policy:</u></p> <p>The bidder along with its associate / collaborators / sub-contractors / consultants / service providers shall strictly adhere to BHEL Fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice.</p>
41	<u>Integrity Pact (IP):</u>

Integrity Pact (IP) attached is an integral part of commercial terms and conditions of this Enquiry. IP shall be signed and submitted along with the Part I bid as a token of acceptance of the conditions of the pact. IP is applicable as per Govt. guidelines & all bidders shall submit duly signed and stamped IP to qualify for further processing of the bid.

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

IEM	Email
Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

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

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

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

Name	Mrs. J.Nanthini	Mrs. G.Subhashini	Mr. Angshuman Mukherjee
Dept.	Manager / MM / PSS	DGM / MM / SERVICES	AGM/ MM
Address	4th Floor, 24 Building, HPBP BHEL Trichy 620014.	4th Floor, 24 Building, HPBP BHEL Trichy 620014.	4th Floor, 24 Building, HPBP BHEL Trichy 620014.
Phone	0431-257-4343	0431-257-4032	0431-257-7575
Email	nanthini@bhel.in	subhashini@bhel.in	amukherjee@bhel.in

Bids of the bidders who are under suspension / banned and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. List of banned firms is available at <https://www.bhel.com/supplier-registration>.

While submission of IP, following requirements shall be adhered to-

- Bidder should mention their full name with address on first page of the IP.
- Authorized signatory of the bidder should sign along with seal on the last page of the IP.
- Witness shall sign with name and address on the last page of the IP.

42 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.

	<p>Notes:</p> <ol style="list-style-type: none"> 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. <p>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 Enclosure - 5 to this Enquiry Conditions. The Enclosure - 5 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 these Enquiry Conditions.</p> <p>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.</p> <p>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.</p> <p>The seat of arbitration shall be Trichy, Tamil Nadu, 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 Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>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.</p> <p><u>In Case of Contract with Central Public Sector Enterprise (PSE) or a Government Department / Organization, the following shall be applicable:</u></p> <p>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 dtd. 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.</p>
43	<p><u>Conflict of Interest:</u></p> <p>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:</p> <ol style="list-style-type: none"> 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, <i>that puts them in a position to have access to information about or influence on the bid of another Bidder;</i> or

	<p>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. <i>However, this does not limit the inclusion of the components / sub-assembly / Assemblies from. one bidding manufacturer in more than one bid;</i> or</p> <p>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 authorize only one agent / dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> 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 <p>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 in the format given in Enclosure - 3.</p>
44	<p><u>Suspension of Business Dealings with Suppliers / Contractors:</u></p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.</p> <p>1.0 Integrity commitment, performance of the contract and punitive action thereof:</p> <p>1.1. Commitment by BHEL:</p> <p>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.</p> <p>1.2. Commitment by Bidder / Supplier / Contractor:</p> <p>1.2.1. The bidder / supplier / contractor commit 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.</p> <p>1.2.2. 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.</p> <p>1.2.3. 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.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on http://www.bhel.com and / or under applicable legal provisions.</p>
45	<p><u>Caution:</u></p>

	<p>a. The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.</p> <p>b. The tender documents downloaded by the bidders shall at no point of time be changed, altered or modified in any manner by the tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the bidding process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.</p>	
46	<p>As per extant provisions of Income Tax Act, 1962 in India, foreign suppliers have to submit the following documents to avail benefits under DTAA at time of each dispatches, failing which TDS will be applicable considering Business Income in India. (Current TDS rate @ 40% as per the extant law provisions) plus applicable surcharge and cess is to be deducted u/s. 195 of I.T Tax Act.</p> <ul style="list-style-type: none"> Valid Tax Residency Certificate issued by Govt / Tax agency of country. Form 10F duly filed signed. No PE and No Business connection declaration in supplier's letter head. Declaration of No Significant Economic Presence (SEP) in India as per Indian I.T Rule 11UD & indemnity to pay taxes at later stages on demand. Self-declaration that Non-resident is eligible to obtain benefits of relevant DTAA between India and Supplier's country. <p>[sample copy as per Enclosure – 4 i) and 4 ii)]</p>	
47	<p>Enclosures:</p> <ol style="list-style-type: none"> Enclosure – 1 : Format for Price bid & PVC Enclosure – 2 : Technical Deviation Format Enclosure – 3 : Declaration for Sister / Common Business / Management Units Enclosure – 4 i) and 4 ii) : Form 10F and Declaration Enclosure – 5 : Conduct of Conciliation Proceedings Enclosure – 6 : Non-Disclosure Agreement (NDA) Enclosure – 7 : Pre-Signed Integrity Pact 	
<p><u>To be filled by Bidder</u></p> <p>1. Name of Bidder:</p> <p>2. Name of authorized person & designation:</p> <p>3. Contact No for tender correspondence:</p> <p>4. E-Mail ID's for tender correspondence:</p> <p>a)</p> <p>b)</p> <p>5. Seal & Signature:</p>		

Price Bid Format for Evaluation

Price Offered: The price must be on GCV basis and will be under following heads:

S No.	Particulars	Formula / Offer [For delivery month(M)]	Price
1.	Brent (Dated) [#]	USD/barrel	80
2.	Slope over Brent	%	<i>To be quoted by Bidder</i>
3.	Constant	USD/MMBTU (GCV)	<i>To be quoted by Bidder</i>
4.	LNG Price $\frac{(1)*(2)}{100} + (3)$	USD/MMBTU (GCV)	<i>Derived</i>
5.	Customs Duty (CD = 2.5% x 1.1) [2.75% x (4)]	As applicable. Currently 2.75% (including cess)	<i>Derived</i>
6.	Boil Off	%	<i>To be quoted by Bidder</i>
7.	Boil Off [(4)+(5)] x ((6)/100)	USD/MMBTU (GCV)	<i>Derived</i>
8.	Foreign Exchange Compt. (4)+(5)+(7)	USD/MMBTU (GCV)	<i>Derived</i>
9.	Exchange Rate	INR/USD	<i>SBI TT selling rate as on the date of Technical/Un- priced bid opening date</i>
10.	Any other charges (Regasification Charges + Margin + Transportation Charges etc.)	INR/MMBTU (GCV)	<i>To be quoted by Bidder</i>
11.	Landed Price at Delivery Point (8)*(9)+(10)	INR/MMBTU (GCV)	<i>Derived</i>
12.	Taxes (VAT/ CST, etc.) ^	%	<i>To be quoted by Bidder</i>
13.	Taxes (VAT/ CST, etc.) [(11) x (12/100)]	INR/MMBTU (GCV)	<i>Derived</i>
14.	Total Delivered Price (11)+(13)	INR/MMBTU (GCV)	<i>Derived</i>

Notes:

1. Brent (Dated)[#] - **source of Brent data to be given along with invoice.**
 - a. **For evaluation:** Brent (Dated) 80 USD/barrel is considered for evaluation purpose only.
 - b. **For Billing:**
 - i. Arithmetic average price of “Brent (Dated)” rounded to three (3) decimal places, expressed in U.S. Dollars per barrel, over a period of three (3) calendar Months consisting of Month “M-1”, Month “M-2” and Month “M-3”. Month “M-1” shall mean the first Month prior to the Delivery Month, “M-2” shall mean the second month prior to the Delivery Month, and “M-3” shall mean the third month prior to Delivery Month,
 - ii. Brent Dated = The monthly average price of the “Mid” column of Platts Prices for Dated Brent expressed in US\$ / barrel calculated as the arithmetic average of data for all days of such month for which published data is available, rounded for four (4) decimal places. The price assessment as published under Key Benchmarks in Platts Crude Oil Marketwire and recently published as “Brent (Dated)”.
2. Exchange Rate
 - i. **For evaluation:** SBI TT selling rate as on the date of Technical/Un-priced bid opening date.
 - ii. **For Billing:** SBI TT selling rate as on the last Day of the Fortnight.
3. S.No.5 - Customs Duty shall be payable by the Buyer as applicable from time to time.
4. Bidder to quote the prices mentioning all the break-ups: i.e. Gas Price, Marketing Margin, Regasification Charges, Transportation Charges and Other Charges etc.
5. ^Sale of R-LNG would be on 'intra state sale' basis and VAT (currently 5%) shall be payable by the Buyer as applicable from time to time on the Landed Price at Delivery Point (S.No. 11).
6. Slope over Brent, Constant, Boil Off, any other charges (Marketing Margin + Regasification Charges + Margin + Transportation Charges etc.) will be firm throughout the contracted quantity during the currency of the contract.
7. Incase of Extension, Price for Utilization and Maintenance of Skid and Spur pipeline beyond 5 years to be discussed with successful bidder, before closure of Contract.

Format for Invoicing

S No.	Particulars	Formula / Offer [For delivery month(M)]	Price
1.	Brent (Dated) [#]	USD/barrel	<i>Arithmetic average price of "Brent (Dated)" as per Pt. No: 1(b) given in the notes above</i>
2.	Slope over Brent	%	<i>As quoted by the Bidder in tender</i>
3.	Constant	USD/MMBTU (GCV)	<i>As quoted by the Bidder in tender</i>
4.	LNG Price $\frac{(1)*(2)}{100} + (3)$	USD/MMBTU (GCV)	<i>Derived</i>
5.	Customs Duty (CD = 2.5% x 1.1) [2.75% x (4)]	As applicable. Currently 2.75% (including cess)	<i>Derived</i>
6.	Boil Off	%	<i>As quoted by the Bidder in tender</i>
7.	Boil Off [(4)+(5)] x (6/100)	USD/MMBTU (GCV)	<i>Derived</i>
8.	Foreign Exchange Compt. (4)+(5)+(7)	USD/MMBTU (GCV)	<i>Derived</i>
9.	Exchange Rate	INR/USD	<i>SBI TT selling rate as on the last Day of the Fortnight</i>
10.	Any other charges (Regasification Charges + Margin + Transportation Charges etc.)	INR/MMBTU (GCV)	<i>As quoted by the Bidder in tender</i>
11.	Landed Price at Delivery Point (8)*(9)+(10)	INR/MMBTU (GCV)	<i>Derived</i>
12.	Taxes (VAT/ CST, etc.) ^	%	<i>As quoted by the Bidder in tender</i>
13.	Taxes (VAT/ CST, etc.) [(11) x (12/100)]	INR/MMBTU (GCV)	<i>Derived</i>
14.	Total Delivered Price (11)+(13)	INR/MMBTU (GCV)	<i>Derived</i>



Enquiry for Supply of Natural Gas /Re-Gasified Liquid Natural Gas (RLNG)

ENCLOSURE – 2 : Technical Deviation Format

Page No

BHEL Enquiry No		Enquiry Date	
-----------------	--	--------------	--

Enquiry Description	Supply of Natural Gas /Re-Gasified Liquid Natural Gas (RLNG)		
Technical Specification	Annexure I – Technical Specification Annexure II – Operating Conditions of the SKID Annexure III – Scope of Work		
Document Reference	Required by BHEL as per Enquiry	Firm's alternate offer	

Certified that other than the above deviations, we are accepting to all other technical specifications of the Enquiry without any deviation.

Sign & Seal of authorized signatory of the firm

Note:

1. Deviations should be taken only in extreme cases. Deviations taken are subject to BHEL's review and acceptance. BHEL reserves the right to reject the bid submitted in toto or part thereof if the deviation taken by bidder is not acceptable to BHEL.
2. If necessary, use additional sheets with proper page control.

ENCLOSURE - 3

Declaration of sister / common business / management units in same / similar line of business for the quoted items in this tender.

Bidder details:

NIT Reference:

Sl. No.	Name of Sister Concern / Common business / Management Units	Relationship with Bidder	Nature of Business with BHEL

Signature and Seal for bidder

FORM NO. 10F

[See sub-rule (1) of rule 21AB]

**Information to be provided under sub-section (5) of section 90 or
sub-section (5) of section 90A of the Income-tax Act, 1961**

I. *son/daughter of Shri. in the capacity of
 (designation) do provide the following information,
 relevant to the previous year..... *in my case/in the case
 of..... for the purposes of sub-section (5) of *section 90/section 90A:—

<i>Sl.No</i>	<i>Nature of information</i>	<i>:</i>	<i>Details #</i>
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number or Aadhaar Number of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of (name of country or specified territory outside India)

Signature:

Name:

Address:

Permanent Account Number or Aadhaar Number

Verification

I do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the day of.....

.....

Signature of the person providing the information

Place:

Notes :

- 1. *Delete whichever is not applicable.
- 2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

We do not wholly or partly carry on business in the Republic of India through a Permanent Establishment in India. Further we do not constitute any Permanent Establishment in India in accordance with the Article No. 5 of the DTAA between India and _____ (Supplier country name)

We also declare No Significant Economic Presence (SEP) in India as per Indian IT Rule 11UD and self-declare that No-resident is eligible to obtain benefits of relevant DTAA between India and _____

We do not have a business connection¹ in the Republic of India as per Section 9(1)(i) of the Act.

As and whenever we will constitute / establish any Permanent Establishment/ business connection in India or deemed to have a Permanent Establishment / business connection in India or in case it is held by Indian Income Tax Authorities that we have a Permanent Establishment / business connection in India (referred as 'event'), we will bring this to the knowledge of Bharat Heavy Electricals Limited before any subsequent payments are released by Bharat Heavy Electricals Limited or within 5 working days of any such event, whichever is earlier.

We hereby declare that whatever is stated above is true and correct. In the event there is any change in any of the facts stated above, we will bring this to the knowledge of Bharat Heavy Electricals Limited before any subsequent payments are released by Bharat Heavy Electricals Limited or within 5 working days of any such event, whichever is earlier.

Where any tax, interest, penalty is levied on Bharat Heavy Electricals Limited for non/lower withholding of taxes on account of the above declarations being incorrect, we, Name of vendor, hereby undertake that we shall reimburse Bharat Heavy Electricals Limited such amounts as would be demanded by the Tax Authorities along with Interest and Penalty.

Explanation in foot mark

¹ The term 'business connection' shall include significant economic presence ("SEP") of a non-resident in India, w.e.f. 1 April 2021. As per Explanation 2A to Section 9(1)(i) of the Act read with Notification no. 41 of 2021, SEP for this purpose, shall mean:- (a) transaction in respect of any goods, services or property carried out by a non-resident with any person in India including provision of download of data or software in India, for which aggregate payments

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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

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

recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the

same out of complete freewill and consent, without any pressure, undue influence.

19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a. On the date of signing of the Settlement agreement by the Parties; or,
 - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

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

S1 No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

S1 No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) 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 i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.
Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:

- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
- 31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
- 34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**FORMAT 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

Appendix II

FORMAT FOR GIVING CONSENT BY CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTI UM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL

.....

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

Ref: Contract/MoU/Agreement/LOI/LOA No & date____

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

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

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

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

Yours faithfully,

(Signature with stamp)

**Authorized Representative of Contractor
Name, with designation
Date**


**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 Clam(s)/Counter Claim(s):

SI. 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.*

 BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE AGREEMENT		Doc.No. : ISMS-04/TP/011
			Ver. No: 3.0 Rev. No: 00
	Date : 27 - 10 - 14		

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

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

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

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

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

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

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

Dated at _____, this _____ day of _____, 20____.

Name

Company

Signature

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

J. Nanthini
 For & On behalf of the Principal
 (Office Seal)
J. NANTHINI
MGR/MM/PSS
BHEL TRICHY-14.

Place BHEL TRICHY.
 Date _____

Witness: [Signature]
 (Name & Address) SUBHASHINI. G.
DGM / MM - Services
BHEL / TRICHY - 14.

 For & On behalf of the Bidder/ Contractor
 (Office Seal)

Witness: _____
 (Name & Address) _____

Clause on Integrity Pact:

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.
- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Following IEMs on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL

IEM	E - mail
Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

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

Name	J NANTHINI	SUBHASHINI G
Department	Manager/MM/PSS	Dy General Manager/MM/PSS&FE
Address	Bldg No. 24, BHEL Trichy	Bldg No. 24, BHEL Trichy
Phone	0431-2574343	0431-2574032
e-mail	nanthini@bhel.in	subhashini@bhel.in

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY **IFSC**
AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Performance Security by way of a Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the due performance of all the contractual obligations of the Vendor / Contractor / Supplier including warranty obligations
2. we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.
3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

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

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

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

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

8. This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

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

10. Unless a demand or claim under this guarantee is made on us in writing on or before the⁸we shall be discharged from all liabilities under this guarantee thereafter.

11. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... ⁶
- b) This Guarantee shall be valid up to ⁷
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date) ⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

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