



SOLAR BUSINESS  
DIVISION (SBD)

SPECIAL CONDITIONS OF CONTRACT (SCC)  
Rev. No. 00

Item Description: VFD 3 Ph 22 KW/ 30 HP with DBR  
Tender Ref. No. : ANS25MS001

These Conditions shall be read in conjunction with General Terms & Conditions (GTC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GTC.

The name of our Plant/ Unit may please be read as SOLAR BUSINESS DIVISION (SBD) as it was changed from ELECTRIC & PHOTOVOLTAIC DIVISION (EPD).

Tender documents shall be downloaded from the website <https://eprocurebhel.co.in/nicgep/app>,

All corrigenda, addenda, amendments, time extensions, clarifications etc. to the Tender will be hosted on <https://eprocurebhel.co.in/nicgep/app> only. Bidders should regularly visit this website to keep themselves updated.

1.	Type of Contract	VFD 3 Ph 22 KW/ 30 HP with DBR (1 SET)														
2.	Item Details	<table><tr><th>Sl. No.</th><th>Item Description</th><th>Matl Code / Make</th><th>Qty (each)</th><th>Unit</th></tr><tr><td>1</td><td>VFD 3 Ph 22 KW/ 30 HP with DBR</td><td>EL8308619444</td><td>1</td><td>Set</td></tr></table> <p>VFD must include or be supplied with a suitable DBR as per technical specification (as in Tender).</p> <p><b>Note: BHEL reserves the right to carry out pre-dispatch inspection at vendor’s works.</b></p>					Sl. No.	Item Description	Matl Code / Make	Qty (each)	Unit	1	VFD 3 Ph 22 KW/ 30 HP with DBR	EL8308619444	1	Set
Sl. No.	Item Description	Matl Code / Make	Qty (each)	Unit												
1	VFD 3 Ph 22 KW/ 30 HP with DBR	EL8308619444	1	Set												
3.	Consignee address	STORES INCHARGE, BHARAT HEAVY ELECTRICALS LIMITED SOLAR BUSINESS DIVISION (SBD) PROF. CNR RAO CIRCLE, SCIENCE INSTITUTE POST, MALLESWARAM, BANGALORE-560012. Consignee address in LR should be strictly as per above/as mentioned in PO														
4.	Buyer and Paying Authority	BHARAT HEAVY ELECTRICALS LIMITED - SOLAR BUSINESS DIVISION (SBD), BANGALORE.														
5.	Buyer IEC Code/ GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB														
6.	Mode of Dispatch	By Road It is also the Seller/Contractor’s responsibility to ensure material is dispatched through shortest possible route. Note: It is Seller/Contractor's responsibility to ensure availability of Trucks schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. <ul style="list-style-type: none"><li>• Part shipment is not allowed.</li><li>• Transshipment is not allowed.</li></ul>														
7.	Terms of Delivery	<b>On “FOR BHEL SBD, Bangalore” Basis as per Consignee address.</b>														
8.	Price Basis	Firm price till Scope of work completion.														
9.	Evaluation of Offer	On Overall Basis														



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		Any new taxes/ duties structure as and when implemented by the Government shall become applicable & evaluation shall be done based on the new taxes/ duties structure. <b>Signed PQR shall also be submitted as per attached PQR requirement.</b>
10.	Change of Scope	In case of <b>changes in scope of the tender</b> and/ or technical specifications and commercial terms & conditions by BHEL during techno commercial evaluation and before Price bid Opening, the same will be communicated only to the bidders who have participated in the tender. The techno-commercially qualified bidders shall be asked to submit Impact Price bid, as applicable.
11.	Test certificate / PDI	BHEL reserves the right to carry out pre-dispatch inspection at vendor's works.
12.	Delivery Period	Item to be supplied within 4 weeks after PO placement and acceptance
13.	Transit Insurance	In BHEL Scope. Prior Dispatch, intimation shall be issued to Insurance agency by the supplier about the value of consignment, dispatch details, along with one set of documents consisting of LR /BL copy, Packing List, Challan indicating the items dispatched (with their weights). However, all relevant insurance details, including policy numbers and consignee information, will be provided by BHEL. The supplier must obtain these details from BHEL before notifying the insurance agency.
14.	Unloading at BHEL SBD	In BHEL scope
15.	Payment terms	FOR SUPPLY OF ITEMS : 100% of basic price of material supplied, as per PO, along with 100% taxes & duties (as applicable) & freight charges, shall be paid on pro-rata basis within: (i) 45 days for Micro & Small Enterprises (MSEs): Submission of updated UDYAM certificate is mandatory to claim benefits for MSMEs. (ii) 60 days for Medium Enterprises (iii) 90 days for Non-MSME from the date of receipt of goods & receipt of complete documents as per order/contract subject to acceptance of materials. GST assessed on BHEL shall also be included in the prices /rates which shall be deducted from the Vendors bill and deposited to the concerned authority by BHEL. TDS wherever statutory required shall be deducted and deposited and necessary certificate will be provided by BHEL.
16.	Warranty / Guaranty	12 Months from Supply
17.	Document to be submitted for claiming payments	1. Original Tax Invoice + 2 Copies 2. LR/E-Way Bill/Delivery Challan/Copy of Receipted LR/POD copy

18.	Late Delivery Charges	Applicable
19.	Liquidated damages	<p>Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent plus applicable GST of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract.</p> <p>LR/RR date (for the return) indigenous supplies shall be treated as the date of delivery for levying LD.</p> <p>In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).</p>
20.	Reverse Auction	Applicable
21.	Quantity Variation	Not Applicable
22.	Loading	<p>Loading for Commercial Deviations (where cost of withdrawal not given)</p> <p>For deviations w.r.t. Payment terms, Liquidated damages, Firm prices, if a bidder chooses not to give any cost of withdrawal of deviation, loading as per Annexure-VIII will apply.</p>
23.	Submission of SD/EMD	Not Applicable
24.	Note	Bidders shall confirm acceptance of technical requirements/scope which is part of the tender document. Any deviation from technical specification/scope can be rejected at BHEL's discretion.
25.	Validity	Original offer shall be valid for 90 days from bid opening.
26.	Conciliation Clause	Applicable as per Annexure-A
27.	Conflict of Interest among Bidders/ Agents	<p><b>Treatment of cases regarding conflict of interest:</b></p> <p>The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:</p> <ul style="list-style-type: none"> <li>i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;</li> <li>ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating</li> <li>iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar</li> </ul>



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		<p>more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.</p> <p>iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.</p> <p>The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>
28.	Declaration by bidder regarding protection of commercial interests of BHEL	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
29.	Breach of contract, Remedies and Termination	<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 at least 10% of the contract value, the same will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, any other amount payable to vendor from any units of BHEL, etc. with BHEL) or legal remedies shall be pursued. The balance scope shall be got done independently without Risk &amp; Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>In any case of Breach of contract amount equivalent to 10% of the contract value in shall be recovered from the contractor.</p>

**Technical Specification for VFD 22 KW/30 HP**

SL No	Description	Value / Range
<b>Power Supply</b>		
1	No. of Phase	3
2	Frequency	50 Hz $\pm$ 5%
3	Voltage Range	380-480 Volts
4	Voltage Fluctuation	+10/-15%
<b>Connected Motor Details</b>		
5	Power	22/30 KW/HP
6	Rated Output Current	60 Amps
7	Application	Industrial Heavy Duty - Constant Torque Heavy Duty Blower for Kiln
<b>General</b>		
8	Warranty	Minimum 12 Months from Supply
9	Mounting	Wall/ Panel
10	Cooling	Internal Fan Cooled
11	Provision for DBR Connectivity	Terminals Required
12	Built in Braking Chopper	Required
13	24 VDC supply to power auxiliary sensors	Required
14	Efficiency	$\geq$ 90 %
15	Power Factor	0.9- Unity
16	Degree of Protection	IP 20 or Higher
17	Rated Power	Minimum 22 KW
18	Ambient Temperature	-10 Deg C to +50 Deg C
19	Output Overload	150% for 60 Seconds
20	Protection to Motor	Over Current Protection, Thermal protection, Short Circuit Protection
21	Conformity to Standards	CE/ UL/ IEC
22	Control methods	V/f, Open loop Vector, Closed Loop Vector
23	Main control Functions	Torque Control, Droop Control, Momentary powerloss Ride-thru, Speed Search, Overtorque detection, Torque Limit, Auto tuning, Application Presets, Parameters Backup function, Upper/lower limits for frequency reference, DC Injection Braking, Preset Speeds.
24	I/O	Minimum 6 Multifunction Digital Input, Minimum 2 Analog Input, 2 Analog Output, 3 Relay Out put, Standard LCD Display
25	Network Communication	MEMOBUS/Modbus communications(RS-485)/ Profinet
26	DBR Mounting	Wall/ Panel
27	DBR Cooling Method	Natural Air Cooling
28	DBR	Power Rating , Resistance & Voltage rating of the DBR should be compatible to the supplied 22 KW/ 30 HP VFD.
29	Technical Catalog	The Technical Catalog of the offered VFD to be enclosed with Technical bid

Prepared by

Approved by



**SOLAR BUSINESS  
DIVISION**

**PQR  
REV.00**

**TENDER NO. ANS25MS001**

**PRE-QUALIFICATION REQUIREMENT (PQR)**

**TENDER DESCRIPTION: VFD 3 Ph 22 KW/ 30 HP with DBR**

Sl. No.	Pre-Qualification Requirements	Bidder's Confirmation (Yes / No) along with supporting documents	Submitted (Yes / No)
1	Offer shall be for New VFD & New DBR, not for any refurbished or used.	Bidder shall submit a self-declaration on company letterhead confirming that the offered VFD and DBR are brand new and not refurbished. OEM authorization or datasheet may be provided to support the claim of new and original equipment, if the bidder is not the manufacturer.	
2	VFD Make: ABB/ L&T/ MITSUBISHI/ SIEMENS/ TOSHIBA/ YASKAWA/SEW/FUJI/ SCHNEIDER	Bidder shall clearly mention the make and model of the offered VFD and DBR.	
3	Vendor should either be an OEM (Original Equipment Manufacturer) or an Authorized Dealer of the OEM. Authorized Dealers to submit the valid authorization certificate issued from OEM for Supplying VFD's	Bidder shall enclose details of Manufacturing Plant location: (Name of original manufacturer, complete address & contact details). Bidder to attach copy of Business License/ Udhyam Aadhar certificate. For Authorized Vendors, Certificate of authorization from Original Manufacturer (OEM) to be enclosed.	
4	Vendor/ OEM should have supplied minimum 02 Nos VFD's of 22 KW or Higher capacity for minimum 2 customer in the past three years (01.06.2022 - till tender bid Opening date). Relevant Purchase/Work orders issued from their customers with details of the supply documents issued by the customer should be submitted along with the techno-commercial bid.	Relevant purchase or work orders from customers, along with corresponding supply completion documents issued by the customer, must be submitted with the techno-commercial bid.	
5	For the offered VFD model the Spares & Service shall be available for the next 10 Years - To be certified by OEM. Copy of the same to be enclosed with Technical bid.	Duly signed (& Sealed) document confirmation from the OEM shall be submitted with the bid.	

PQR does not apply to BHEL PMD vendors for supply of "VFD 3 Ph 22 KW/ 30 HP with DBR ".

BHEL RESERVES THE RIGHT FOR INDEPENDENT VERIFICATION OF THE CLAIMS MADE FOR CONFORMANCE TO THE PRE-QUALIFICATION CRITERION. BIDDERS TO ENSURE PROVIDING AUTHENTIC CERTIFICATES/DOCUMENTATION AND CREDENTIALS IN ORDER TO QUALIFY FOR BHEL TENDER PROCESS.

**NOTE: Supporting documents for qualification against PQR needs to be enclosed.**

Seal and signature of the Bidder

**ANNEXURE-I**

(To be filled up by the Bidder)

Ref. No.:

Date :

M/s Bharat Heavy Electricals Ltd.,  
Solar Business Division  
Prof. CNR Rao Circle  
Malleswaram  
Bangalore - 560012

Attention : Shri

Dear Sir,

- 1 Having examined the tender documents against your tender Enquiry No \_\_\_\_\_ dated \_\_\_\_\_ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with \_\_\_\_\_ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us in your price schedule format and as per the indicated delivery schedule.
2. If the work or any part thereof is awarded to us, we undertake to submit security cum contract performance bank guarantee as per your requirement.
3. We have annexed to this tender the following documents: -
- Part-I (Techno Commercial Bid)** - in a properly sealed cover (uploaded in website in case of e-procurement).
- a) Complete Techno-Commercial Offer.
  - b) Un-priced copy of deviation sheet (cost of withdrawal) – Annexure-II
  - c) Un-priced copy of Price Schedule using format given by BHEL.
  - d) Any other documents (please specify).
- Part-II (Price Bid along with Priced Annexure-II)** - in a separate, properly sealed cover, in the format given by BHEL (uploaded in website in case of e-procurement).

Thanking you,

Yours faithfully,

(Signature of the bidder with Name, Designation and Company's Seal)

## **ANNEXURE-VIII**

### **LOADING CRITERIA**

No deviations in General terms and conditions are generally acceptable, and bids with deviations are liable to be rejected. However, in exceptional circumstances, BHEL may accept deviations with Loading as given below:

#### **A) PAYMENT TERMS**

1. Payment will be released within 45 days after receipt of complete documents as per order/ contract. Loading will be done for vendors seeking earlier payment w.r.t. above, for the value and the period of deviation, as per below:

Interest Rate for loading will be taken as Base rate of SBI (as applicable on the date of bid opening, Techno-commercial bid, in case of 2 part bids) + 6% for the period of relaxation sought by the bidders.

Time periods assumed by BHEL for a few activities are as follows:

Payment through Bank – 30 days from receipt of invoice + documents.

Receipted LR – 30 days from despatch.

Material Receipt Certificate (MRC) – 120 days from despatch.

**However, for Foreign Purchase, CAD at sight and Confirmed LCs are not permitted.**

#### **B) BANK GUARANTEE `**

Non submission of Bank Guarantee – No deviation is permitted, if applicable as per NIT.

#### **C) LIQUIDATED DAMAGES**

If maximum limit asked for is 10% or 5% of Undelivered Portion – 10% value of the total quoted price including taxes, duties & freight. If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value) .

#### **D) PRICE VARIATION CLAUSE (PVC)**

PVC Instead of Firm Price – Maximum ceiling of PVC as demanded by vendor.

#### **F) NO DEVIATION IS ALLOWED IN RISK PURCHASE/RISK & COST CLAUSE.**



**ANNEXURE-XII**

**FORMAT FOR NO DEVIATION CERTIFICATE**

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

TO  
BHARAT HEAVY ELECTRICALS LIMITED,  
Solar Business Division,  
Prof. CNR Rao Circle,  
Malleswaram Bangalore – 560012

Sub :	No deviation certificate
Job :	----
Ref :	Your enquiry No -
	All the pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

**ANNEXURE-II: UN PRICE DEVIATION SHEET (COST OF WITHDRAWAL)**

**Tender Description: (To be filled by the vendor): .....**

**Tender Ref: (To be filled by the vendor).....**

**NAME OF VENDOR:-**

SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	PORTION OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION	REMARKS
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**TECHNICAL DEVIATIONS (Fill "NIL" in case of no deviation)**


**COMMERCIAL DEVIATIONS (Fill "NIL" in case of no deviation)**


**PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE**

<b>NAME</b>	<b>DESIGNATIONS</b>	<b>SIGN &amp; DATE</b>	

**NOTES:**

- For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- For directly dispatchable items, cost of withdrawal of deviation will be applicable on the FOR site price including taxes, duties & freight.
- All the bidders have to list out all their Technical & Commercial Deviations in detail in the above format only on cost basis (if any). Cost of withdrawal for the deviations, for which, the "Cost of withdrawal" is not specified, shall be taken as NIL.
- Any deviation not mentioned above and shown separately will not be taken cognizance of.
- Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.
- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
- For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not at all be accepted.
- All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
- Cost of withdrawal is to be given separately for each deviation. In no event, bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of each deviation which have been clubbed together shall be considered as NIL.
- In case nature of cost of withdrawal (positive/negative) is not specified, it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/negative), positive will be considered for evaluation and negative for ordering.

**FORMAT FOR VERIFICATION OF LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER***(To be submitted with the offer)***[Applicable for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore]**

**Self-certification giving the percentage of local content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]**

<b>Item Name :</b>	
<b>Enquiry No. :</b>	
<b>Project :</b>	
<b>Applicable percentage of Local Content</b>	<b>(Bidder to indicate local content in percentage)</b>

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any [hereinafter, “PPP-MII Order”] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

In line with the provisions of the PPP-MII Order, We, M/s. .... *[Enter the name of the Bidder]* [hereinafter, “Local Supplier”] submits self-certification to M/s. Bharat Heavy Electricals Limited [hereinafter, BHEL] regarding Local Content in Goods/Services/Works to be supplied by the Local Supplier for ..... *(Enter the name of the Equipment/Item for Project)*, wherein we have agreed to abide by the terms and conditions of the PPP-MII Order.

Details of location at which local value addition will be made is as follows:

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We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

For and on behalf of,

Date:

Authorized Signatory  
(With Company Seal & Signature)

*Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by BHEL.*

**FORMAT FOR VERIFICATION OF LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER***(To be submitted with the offer)***[Applicable for procurement value more than Rs. 10.00 Crore]**

**Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]**

<b>Item Name :</b>	
<b>Enquiry No. :</b>	
<b>Project :</b>	
<b>Applicable percentage of Local Content</b>	<b>(Bidder to indicate local content in percentage)</b>

We have read and understood the provisions of "Public Procurement (Preference to Make in India) Order, 2017" dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any [hereinafter, "PPP-MII Order"] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

In line with the provisions of the PPP-MII Order, We, M/s. .... [Enter the name of the Bidder] [hereinafter, "Local Supplier"] submits self-certification to M/s. Bharat Heavy Electricals Limited [hereinafter, BHEL] regarding Local Content in Goods/Services/Works to be supplied by the Local Supplier for ..... (Enter the name of the Equipment/Item for Project), wherein we have agreed to abide by the terms and conditions of the PPP-MII Order.

Details of location at which local value addition will be made is as follows:

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We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

For and on behalf of,

Date:

Authorized Signatory  
(With Company Seal & Signature)

We, the Statutory Auditor(s) / Cost auditor (applicable in the case of companies) of the Local Supplier / a practicing cost accountant or practicing chartered accountant (applicable in respect of suppliers other than companies), certify that the Local Content as defined under the PPP-MII, in the Goods/Service/Works to be supplied by the Local Supplier for ..... (Enter the name of the Equipment/Item for Project). is ..... percentage [specify the percentage of Local content].

For and on behalf of,

Date:

Authorized Signatory  
(With Company Seal & Signature)

Firm Reg No:

Membership No.

*Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by BHEL.*

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**Tender Description: (To be filled by the vendor): .....**

**Tender Ref: (To be filled by the vendor).....**

**NAME OF VENDOR:-**

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**TECHNICAL DEVIATIONS (Fill "NIL" in case of no deviation)**


**COMMERCIAL DEVIATIONS (Fill "NIL" in case of no deviation)**


**PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE**

<b>NAME</b>	<b>DESIGNATIONS</b>	<b>SIGN &amp; DATE</b>	

**NOTES:**

- For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- For directly dispatchable items, cost of withdrawal of deviation will be applicable on the FOR site price including taxes, duties & freight.
- All the bidders have to list out all their Technical & Commercial Deviations in detail in the above format only on cost basis (if any). Cost of withdrawal for the deviations, for which, the "Cost of withdrawal" is not specified, shall be taken as NIL.
- Any deviation not mentioned above and shown separately will not be taken cognizance of.
- Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.
- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
- For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not at all be accepted.
- All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
- Cost of withdrawal is to be given separately for each deviation. In no event, bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of each deviation which have been clubbed together shall be considered as NIL.
- In case nature of cost of withdrawal (positive/negative) is not specified, it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/negative), positive will be considered for evaluation and negative for ordering.

**(Compliance to be submitted in the bidder's letter head)**  
**(as applicable)**

**Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017**

<b>Item Name :</b>	
<b>Enquiry No. :</b>	
<b>Project :</b>	

We M/s.\_\_\_\_\_ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We hereby certify that **we are not from such a country** and eligible to be considered for this tender.

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of \_\_\_\_\_ (Name of the bidder)

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

**(Compliance to be submitted in the bidder's letter head)**  
**(as applicable)**

**Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017**

<b>Item Name :</b>	
<b>Enquiry No. :</b>	
<b>Project :</b>	

We M/s.\_\_\_\_\_ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

**We are from such a country** which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

**Evidence of valid registration by the Competent Authority is attached.**

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of \_\_\_\_\_ (Name of the bidder)

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

**MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION  
PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018**

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 agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

**Notes:**

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure--**'A'**-- to this GCC/Agreement/Contract/MoU etc. (strike off whichever is inapplicable).

The Annexure **'A'**-- together with it's Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable).

The Purchaser/Contractor/Seller etc. (insert the description of the other party to the Agreement/Contract/MoU etc., - whichever is applicable) agrees that the Purchaser/Contractor/Seller etc. (insert the description of BHEL - whichever is applicable) may make any amendments or modifications to the provisions stipulated in the Annexure --**'A'**--to this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable) from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure ---**'A'**---with effect from the date as intimated by BHEL to it.

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

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format 7** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-8** hereto.
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. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
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; or,
  - 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:

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
<b>1</b>	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.
<b>2</b>	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores.

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
		<p>Rs 75,000 (per Conciliator)  In cases involving claim and/or counter-claim of more than Rs 10 crores.</p> <p>Rs 1,00,000/- (per Conciliator)  Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,  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>
<b>3</b>	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>
<b>4</b>	Travel and transportation and stay at outstation 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	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> <p>Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.</p>
<b>5</b>	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

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
		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. 4 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 5 to BHEL Conciliation Scheme, 2018**  
**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE**  
**IEC BY BOTH THE PARTIES**

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

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

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

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

**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL**

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

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you  
Yours faithfully

**Representative of BHEL**

**Note:** The Format may be suitably modified, as required, based on facts and circumstances of the case.



**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A  
STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION  
THROUGH IEC**

To,

BHEL (Head of the Unit/Division/Region/Business Group)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE  
CONTRACT BY A STAKEHOLDER**

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

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above-referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you  
Yours faithfully

**Representative of the Stakeholder**

**Note:** The Format may be suitably modified, as required, based on facts and circumstances of the case.

**FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC**

To,

M/s. (Stakeholder's name)

Subject: **INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC**

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

Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract ...../MoU/Agreement/LOI/LOA, if possible.

Name and contact details of Conciliator(s)

a) .....

b) .....

c) .....

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

**Representative of BHEL**

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

**Note:** The Format may be suitably modified, as required, based on facts and circumstances of the case.

UN-PRICED BID									
BHEL Tender Ref: ANS25SC002									
Name of work: VFD 3 Ph 22 KW/ 30 HP with DBR									
BHEL TENDER REF No. ANS25MS001									
BIDDER's NAME (To be filled)									
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Wheather QUOTED or NOT QUOTED	HSN/SAC Code	GST Applicable (CGST, SGST, IGST)	GST%	Currency
1	2	3	4	5	6	7	8	9	10
1	VFD 3 Ph 22 KW/ 30 HP with DBR	EL8308619444	1	SET					INR
<div>Bidder not to mention any prices in the above form</div> <div>BIDDER's SIGN &amp; SEAL</div>									