

1. For any technical clarification, please contact Mr. Puneet Chawla, Manager (TBEM); Contact No. 0120-6748499; e-mail: puneet.chawla@bhel.in
2. For any commercial clarification, please contact Mr. Shashi Kapoor Rai, Sr. Manager (TBMM); Contact No. 0120- 6748478 e-mail: shashirai@bhel.in
3. **Technical Specification** – As per technical specification No. TB-431-316-012 Rev 00
4. **Destination / Delivery Location Destination / Delivery Location:**
765/400/220 kV Mandsaur Sub station, RANAYARA, MALHARGARH, Mandsaur (M.P.)
765/400 kV Indore (Extn) Substation, Indore (M.P.)
5. Consignee details as per GEM contract.
6. **Vendor approval:**
Bidder's offer will be considered for evaluation based on PQR, Technical and other commercial documents submitted along with bid. Customer approved Vendors as per POWERGRID compendium of Vendors/vendors having valid approval letter issued by POWERGRID/ vendors having valid MQP shall be Considered.

Documents required for approval of additional vendor from POWERGRID shall be submitted along with bid as per annexure-VII. Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer (POWERGRID) as approved supplier.
7. **PRE-QUALIFICATION REQUIREMENT:** Technical Pre-Qualifying Criteria is specified in NIT (Annexure-I). The bidder must ensure that they are meeting the PQR (Technical) and should submit all the requisite credentials as per PQR.
8. Vendor to furnish "Quoted/Not Quoted" in BOQ of Items given at Annexure-II
9. **Terms of Delivery:**
Ex-Works basis including P&F (Packing & Forwarding). F&I (Freight & Insurance) up to site is in the scope of bidder. LR / GR date or invoice date (whichever is later) shall be considered as delivery date.
10. **Delivery Requirement:** Vendor to dispatch the material as per delivery plan mentioned in ACTIVITY SCHEDULE to meet the project requirement. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).

The delivery conditions specified are for the contractual LD purpose. However, BHEL may ask for the early delivery without any compensation.

Break up of delivery period (Delay analysis for cases of delivery extension if required, shall be governed as per below schedule)-

| SL. | ACTIVITY | ACTIVITY TIME IN WEEKS |
|-----|--|---------------------------|
| 1. | Input by BHEL from PO (In scope of BHEL) | 01 |
| 2. | Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet etc. from input by BHEL (In scope of vendor) | 01 |
| 3. | Review and Approval of documents and issue of manufacturing clearance (In scope of BHEL) | 01 |
| 4. | Manufacturing Time (In scope of vendor) | 05 |
| 5. | Inspection & issue of MICC (In scope of BHEL) | 02 |
| 6. | Dispatch (In scope of vendor) | 01 |

Note: LR / GR date or invoice date (whichever is later) shall be considered as delivery date.

Signature of the authorized representative of

Place :

Bidder's Name :

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Deviation sheet to be filled by bidder:

| Sl. No. | Description | Vendor to mention as NIL deviation | Remarks if any |
|---------|--|---------------------------------------|----------------|
| 1. | Schedule of Commercial Deviation, if any (All terms and conditions shall be as per GeM except this Bid Specific Additional Terms & Conditions) | NIL | |
| 2. | Schedule of Technical Deviation, if any (Against Technical Specification) | NIL | |

11. Prices:

The quoted prices shall be on **Firm** basis.

Price to be quoted as inclusive of GST i.e. (Ex-Works Supply+ F&I + GST). Bidders to quote price accordingly.

12. Reverse Auction – Bid to RA with H-1 elimination rule.

13. Payment Terms –

100% of payment within 90 days (45 days for MSE-Micro & small and 60days for MSME Medium) from the date of receipt of complete invoice along with documents in 3 sets (original +2 copies) as follows. Supplier has to provide the following documents for processing of bills:

- LR / GR duly endorsed by BHEL Site Official.
- Material Receipt Certificate issued by BHEL Site Official/ CRAC.
- GST Compliant Tax Invoice
- Packing List (Case-wise)
- Copy of Transit Insurance Certificate from underwriters.
- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- Guarantee Certificate
- Copy of Performance Bank Guarantee (PBG)

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

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Notes:

- (a) It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.
- (b) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network)
- (c) Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice

- 14. Make in India:-** For this procurement, the local content to categorize a supplier as class-I local supplier/class-II local supplier / Non-Local supplier and purchase preference to class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.

“This tender is not a global tender and Class-I & Class-II suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 are eligible to bid in this tender. **Bids Non-Local supplier shall be rejected.**”

- 15.** Bidder to comply the below clause and submit the certification in their letter head. Non-compliance/ Non-submission of certification will lead to rejection of Offer.
- i. Compliance to GOI Order for restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 (enclosed in Annexure-III/IV)
 - ii. MOP circular dated 02-07-2020 (Annexure-V)
 - iii. Make in India Format as Annexure-VI

16. GUARANTEE:

The equipment/ material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order/ Contract, Technical Specifications & approved drawings/ data sheets, if any, 18 months from the date of last delivery.

Signature of the authorized representative of

Place :

Bidder's Name :

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The defective equipment/ material/ component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier/ contractor. Any expenditure for dismantling and re-erection of the replaced equipment/ material/ component shall be to supplier's/ contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect/ rejection, etc.

In the event of the supplier/ contractor failing to replace the defective equipment/ material/ component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment/ material/ component at the risk and cost of the supplier/ contractor without prejudice to any other rights under the contract and recover the same from PBG/ other dues of this Purchase Order/ Contract or any other Purchase Order/ Contract executed by the supplier/ contractor.

17. Bid Security / Earnest Money Deposit (EMD) –

Not Applicable

18. Performance Bank Guarantee:

Performance security of 5% of GeM contract value shall be submitted by the vendor within 30 days from the date of award of P.O.

“Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms and conditions defined in NIT / Contract, from the bills along with due interest.”

(A) Modes of deposit:

Performance security may be furnished in the following forms:

Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favor of BHEL -TBG, Noida.

(i) Bank Account details for submission of performance security through EFT mode.

| | |
|---------------------|------------------------------|
| NAME OF THE COMPANY | BHARAT HEAVY ELECTRICALS LTD |
|---------------------|------------------------------|

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

Project: PGCIL MANDSAUR (NEW) AND INDORE (EXTN)

Item: SHIELD WIRE

Subject: Bid specific Additional Terms and Conditions

GEM BID NO. GEM/2024/B/5566828

| | |
|------------------------|--|
| ADDRESS OF THE COMPANY | TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL TOWER, PLOT NO. 25, SECTOR-16A, NOIDA – 201301 (U.P.) |
| NAME OF BANK | STATE BANK OF INDIA |
| NAME OF BANK BRANCH | CAG-II NEW DELHI (17313) |
| CITY | NEW DELHI |
| ACCOUNT NUMBER | 00000030206227732 |
| ACCOUNT TYPE | CASH CREDIT |
| IFSC CODE | SBIN0017313 |

- (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantee shall be submitted as per BHEL format.
- (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 vendor, a/c BHEL).
- (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of vendor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).
- (v) Insurance Surety Bond

Important Notes:

- (1) The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty/Guarantee obligations.
- (2) Performance security shall be refunded to the vendor 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.
- (3) 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.
- (4) The Performance Security shall not carry any interest.
- (5) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to $\pm 10\%$. Beyond this variation of $\pm 10\%$, the Supplier shall

Signature of the authorized representative of

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arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.

(B) Forfeiture of performance security:

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the vendor.

19. Liquidation Damage for delayed delivery-

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

20. INTEGRITY PACT:

NOT APPLICABLE

21. Inspection: Inspection shall be carried out as per approved MQP and in line with Inspection, Testing & Certificate and inspection categorization plan as per Annexure-VII.

22. Variation in Contract Value and Quantities:

BHEL shall have the right to variation in quantities of items within $\pm 30\%$ of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order / Contract or completion of execution of the Purchase Order/ Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on "Lumpsum" basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier /Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.

23. Breach of contract, remedies and termination

(A) Breach of contract and Termination:

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

Following conditions shall be considered as breach of contract:

- a) Non-supply of material/ non-completion of work by the vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- b) The vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- c) The vendor delivers equipment/ material not of the contracted quality.
- d) The vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- e) Withdrawal from or abandonment of the work by the vendor before completion as per contract.
- f) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- g) Non-compliance to any contractual condition or any other default attributable to Contractor/ Vendor.
- h) Termination of Contract on account of any other reason(s) attributable to Vendor.

In case of breach of contract, BHEL reserve the right to terminate the Purchase Order/ Contract either in whole or in part thereof without compensation to the vendor.

(B) Remedies for breach of contract:

In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners:

- i) Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract.
- ii) In case the value of 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 vendor, retention amount etc. with BHEL TBG or any other units of BHEL.
- iii) Demand notice for deposit of balance recovery amount shall sent to the vendor, if security instruments or financial remedies are insufficient to affect the complete recovery.
- iv) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued.

Important Notes:

- (1) The balance scope shall be got done independently without Risk & Cost of the failed vendor.
- (2) Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

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25. Liquidated Damage in case of termination of contract:

In case of termination of contract, LD shall be calculated as below:

LD against delay in executed Work/ Supply shall be calculated in line with LD clause of the contract for the delay attributable to supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.

Method for calculation of "LD against delay in executed Work/ supply" is given below:

- a) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier = T1
- b) Let the value of executed work/ supply till the time of termination of contract = X
- c) Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y
- d) Delay in executed work/ supply attributable to contractor/ supplier i.e. T2 = $[1-(X/Y)] \times T1$
- e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.

26. Important Note:

In addition to GeM Contract, BHEL shall place project wise separate purchase orders (i.e. Separate PO for PGCIL Mandsaur, & PGCIL Indore project sites). Accordingly, all terms & conditions i.e. delivery period, Guarantee Period, Performance BG, Liquidated Damage etc. shall be dealt separately as per project specific PO.

27. Arbitration: As per Annexure-IX of Bid Specific ATC.

28. RXIL (TReDS) Platform:

TBG is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per GoI guidelines.

29. CERTIFICATE REQUIRED FROM VENDOR TO WHOM CONTRACT IS AWARDED (ANNEXURE-VIII):

- a) Value-addition certificate on half-yearly basis (September and March), duly certified by the Statutory Auditors of the Domestic Manufacturer, that the claims of value-addition made for the product supplied during the preceding 6 months are in accordance with the 'Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement'. Duly certified original copy of value addition certificate shall be submitted by 10th day of October and April on Half Yearly basis.
- b) Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel Products (Domestic Manufacturer's Letterhead)

Signature of the authorized representative of

Place :

Bidder's Name :

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c) Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on a non-judicial stamp paper of Rs. 100/-

30. All other terms & conditions shall be applicable as per GeM GTC/BID.

Bidder to mention their works address below from where material will be supplied to Site.

Works Address- -----

Person Name - -----

Email ID – -----

Contact no. - -----

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

Project: PGCIL MANDSAUR (NEW) AND INDORE (EXTN)
Item: SHIELD WIRE
Subject: Bid specific Additional Terms and Conditions
GEM BID NO. GEM/2024/B/5566828

Annexure-I

ANNEXURE - TQR

TECHNICAL QUALIFICATION REQUIREMENT

Name of Customer: Power Grid Corporation of India Limited

Name of Item: 7/9 SWG (10.98mm O.D.) Shield Wire

Name of Project: Substation Package SS43T for (a) Establishment of 765/400/ 220kV Mandsaur S/s and (b) Extn. of 765kV Indore (PG) for termination of Mandsaur PS – Indore (PG) 765 kV D/c Line associated with “Transmission system for evacuation of power from Rajasthan REZ Ph-IV (Part-2 : 5.5GW) Jaisalmer/Barmer Complex)Part-C

TECHNICAL QUALIFICATION REQUIREMENT

Bidder should have offered material from manufacturer who has manufactured and Supplied at least 2 km of Galvanised Steel Shield wire during last 5 years from the originally scheduled date of techno-commercial bid opening of this tender.

SUPPORTING DOCUMENTS TO BE SUBMITTED BY BIDDER ALONG WITH TECHNICAL BID

| Sr | Required Criteria | Supporting Documents |
|----|-------------------|---|
| 1 | Manufacturing | Approved GTP / Approved Quality Plan / Factory Inspection Test Report etc. establishing bidder as manufacturer of offered item |
| 2 | Supply | PO / Dispatch clearance / LR / Material Receipt certificate at site / etc. establishing bidder as proven supplier of offered item |

NOTES:

1. Bidder to please note that the submitted bid shall be liable to rejection in the absence of submission of valid Technical TQR documents along with technical bid.
2. Consideration of offer shall be subject to customer's approval of bidder's, if applicable.
3. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self- attested English translated document should also be submitted.
4. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
5. After satisfactory fulfilment of all the above criteria / requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

Project: PGCIL MANDSAUR (NEW) AND INDORE (EXTN)
Item: SHIELD WIRE
Subject: Bid specific Additional Terms and Conditions
GEM BID NO. GEM/2024/B/5566828

Annexure-II

UNPRICE BID

| SUPPLY | | | | | |
|---------|---|------|------|--|---------|
| Sl. No. | Item Description | Qty | Unit | Total Price (Total Ex-works+ Total F&I +Total GST) | Remarks |
| 1 | <u>FOR PGCIL INDORE (EXTN)</u> SUPPLY- SUPPLY- SHIELD WIRE: 7/9 SWG (7/3.66 MM) SHIELD WIRE | 1.5 | Km | QUOTED | |
| 2 | <u>FOR PGCIL MANDSAUR(NEW)</u> SUPPLY- SHIELD WIRE: 7/9 SWG (7/3.66 MM) SHIELD WIRE | 18.5 | Km | QUOTED | |

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

Project: PGCIL MANDSAUR (NEW) AND INDORE (EXTN)
Item: SHIELD WIRE
Subject: Bid specific Additional Terms and Conditions
GEM BID NO. GEM/2024/B/5566828

Annexure-III

**SUB: COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM NO.6/18/2019-PPD DATED 23.07.2020
REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017**

| Sl. No. | Description | Bidder's confirmation |
|---------|--|-----------------------|
| 1. | <i>We, M/s have read the clause 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.</i> | Agreed |

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.

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

Annexure-IV

**SUB: COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM NO.6/18/2019-PPD DATED 23.07.2020
REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017**

| Sl. No. | Description | Bidder's confirmation |
|---------|--|-----------------------|
| 1. | <i>We, M/s have read the clause 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.</i> <i>Evidence of valid registration by the Competent Authority is attached.</i> | Agreed |

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

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

Annexure-V

VENDOR COMPLIANCE FORMAT IN BIDDER LETTER HEAD

In view of order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI

| | |
|-------------|--|
| GEM BID NO. | |
| PROJECT | PGCIL MANDSAUR (NEW) AND INDORE (EXTN) |
| ITEM | SHIELD WIRE |

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG Dtd. 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/ Trojan, etc.

Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

Annexure-VI

| | |
|-----------------------------|--|
| Item/Package Name : | SHIELD WIRE |
| Enquiry No.: | |
| Project: | PGCIL MANDSAUR (NEW) AND INDORE (EXTN) |
| Type of project | Domestic |
| Percentage of Local Content | (Bidder to enter the applicable % of local content) |

Format of Self certification regarding Local Content in line with PPP-MII order, 2017 & its revision dated 04.06.2020.

Date:.....

I _____ S/o, D/o, W/o, _____ Resident of
_____ hereby solemnly affirm and
declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No: P-45021/2/2017-BE-II dated 15/06/2017, its revision dated 04/06/2020 and any subsequent modifications/Amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/BHEL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for
..... **(Enter the name of the Equipment/Item for Project).**

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods/services/works supplied by me for (Enter the name of the Equipment/Item for Project) contains.....% (mention the Local content in %age) Local Content.

That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at (Enter the details of the location(s) at which value addition is made).

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed supplier class categorization criteria as per said order, based on the assessment of procuring agency (ies)/BHEL/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

Annexure-VII (Inspection, Testing & Certificate)

8.3.1 Contractor shall procure bought out items from sub-vendors as per the list in “Compendium of Vendors” available on POWERGRID web-site www.powergridindia.com after ensuring compliance to the requirements/conditions mentioned therein. Contractor shall explore first the possibilities of procuring the bought out items from POWERGRID approved existing vendors. In case of their unavailability / non-response, Contractor may approach POWERGRID for additional sub-vendor approval. In that case, the assessment report of proposed sub vendor by Contractor along with the enclosures as per Annexure-F shall be submitted within 60 days of the award. The proposal shall be reviewed and approval will be accorded based on the verification of the document submitted and/or after the physical assessment of the works as the case may be. The physical assessment conducted by POWERGRID, if required, shall be on chargeable basis. Charges shall be as per the POWERGRID norms prevailing at that time, which shall be intimated by POWERGRID separately. If proposal for sub-vendor is submitted after 60 days, the Contractor’s proposal normally will not be considered for current LOA. However, POWERGRID may process the case for developing more vendors for referred items, if found relevant. In all cases, It is the responsibility of the Contractor that Project activities do not suffer on account of delay in approval/non approval of a new sub-vendor.

The responsibility and the basis of inspection for various items & equipment is placed at Annexure-G along with the requirement of MQP (Manufacturing Quality Plan), ITP(Inspection & Test Plan), FAT(Factory Acceptance Test) which should be valid & POWERGRID approved and Level of inspection envisaged against each item.

Contractor shall ensure that order for items where MQP/ITP/FAT is required will be placed only on vendors having valid MQP/ITP/FAT and where the supplier’s MQP/ITP/FAT is either not valid or has not been approved by POWERGRID, MQP shall be generally submitted as per POWERGRID format before placing order.

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

Items not covered under MQP/ITP/FAT shall be offered for inspection as per POWERGRID LOA/technical Specifications/POWERGRID approved data sheets/ POWERGRID approved drawings and relevant Indian/International standards.

Inspection Levels: For implementation of projects in a time bound manner and to avoid any delay in deputation of POWERGRID or its authorized representative, involvement of POWERGRID for inspection of various items / equipment will be based on the level below:

Level –I: Contractor to raise all inspection calls and review the report of tests carried out by the manufacturer, on his own, as per applicable standards/ POWERGRID specification, and submit to concerned POWERGRID inspection office/Inspection Engineer. CIP/MICC will be issued by POWERGRID based on review of test reports/certificates of manufacturers.

Level – II: Contractor to raise all inspection calls and carry out the inspection on behalf of POWERGRID on the proposed date of inspection as per applicable standards/specification. However, in case POWERGRID wishes to associate itself during inspection, the same would be intimated to Contractor and CIP/MICC will be issued by POWERGRID. Else, Contractor would submit their test reports/certificates to POWERGRID. CIP/MICC will be issued by POWERGRID based on review of test reports/ certificates.

Level - III: Contractor to raise inspection calls for both, stage (as applicable) & final inspection and carry out the stage inspections (if applicable) on behalf of POWERGRID on the proposed date of inspection as per applicable standards/specification. However, in case POWERGRID wishes to associate itself during stage inspection, the same would be intimated to Contractor and CIP will be issued by POWERGRID. Else, Contractor would submit the test reports / certificates of stage inspection after their own review and CIP will be issued by POWERGRID based on review of test reports / certificates. Final inspection will be carried out by POWERGRID and CIP/MICC will be issued by POWERGRID.

Level – IV: Contractor to raise inspection calls for both, stage (as applicable) & final inspections. POWERGRID will carry out the inspection for both stage & final inspection as per applicable standards/specification and CIP/MICC will be issued by POWERGRID.

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- 8.3.2 Contractor shall ensure that to implement the above inspection levels, particularly for the quality control and inspection at sub-vendor’s works, they would depute sufficient qualified & experienced manpower in their Quality Control and Inspection department. Further, to assure quality of construction, Contractor shall have a separate workforce having appropriate qualification & experience and deploy suitable tools and plant for maintaining quality requirement during construction in line with applicable Field Quality Plan (FQP).
- 8.3.3 The Employer, his duly authorised representative and/or outside inspection agency acting on behalf of the Employer shall have at all reasonable times access to the Contractor’s premises or Works and shall have the power at all reasonable times to ensure that proper Quality Management practices / norms are adhered to, inspect and examine the materials & workmanship of the Works, to carry out Quality/Surveillance Audit during manufacture or erection and if part of the Works is being manufactured or assembled at other premises or works. The Contractor shall obtain for the Employer and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on the Contractor’s own premises or works. The item/equipment, if found unsatisfactory with respect to workmanship or material is liable to be rejected. The observations for improvements during product/ process inspection by POWERGRID shall be recorded in Quality Improvement Register (available & maintained at works) for review & timely compliance of observations.
- 8.3.4 Contractor shall submit inspection calls over internet through POWERGRID website. The required vendor code and password to enable raising inspection call will be furnished to the main Contractor within 30 days of award of contract on submission of documents by Contractor. After raising the inspection calls, Contractor shall then proceed as per the message of that particular call which is available on the message board.
- 8.3.5 The Employer reserves the right to witness any or all type, acceptance and routine tests specified for which the Contractor shall give the Employer/Inspector Twenty one (21) days written notice of any material being ready for testing for each stage of testing as identified in

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the approved quality plan as customer inspection point(CIP) for indigenous inspections. All inspection calls for overseas material shall be given at least forty five (45) days in advance. Such tests shall be to the Contractor's account.

Assessment report from Contractor for proposed sub-vendor along with following enclosures (to the extent available) (Annexure-F- mentioned in 8.3.1 above):

1. Registration / License of the works
2. Organization chart with name and qualification of key persons
3. List of Plant and Machinery.
4. List of testing equipment with their calibration status.
5. List of Raw material, bought out items with sourcing details
6. List of out-sourced services with sourcing details.
7. List of supply in last three years.
8. Third party approval, if any (viz. ISO, BIS),
9. Pollution clearance wherever applicable
10. Energy Conservation & Efficiency report
(Applicable to industries having contract load more than 100 KVA)
11. Formats for RM, in process and acceptance testing
12. Type test approvals conducted in last 5 years, if applicable
13. Performance Certificates from customers
14. Photographs of factory, plant and machinery & testing facilities

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Inspection Categorisation Plan (Annexure-G- mentioned in 8.3.1 above)

| Sl. No | Item / Equipment | Reference document for inspection | Inspection Level |
|--------|---|-----------------------------------|------------------|
| A.01 | LT Transformer /Power Transformer/ Reactor/ Converter Transformer/ Filter Reactor | MQP/ITP | IV |
| A.02 | Bushing | MQP | IV |
| A.03 | Insulating Oil | POWERGRID TS | III |
| A.04 | Oil storage tank for transformers | MQP | III |
| A.05 | Nitrogen injection based explosion prevention system | FAT/ITP | III |
| A.06 | On Line oil drying system for transformers | POWERGRID TS | II** |
| A.07 | On Line DGA and moisture monitoring system | POWERGRID TS | II** |
| A.08 | Flow sensitive conservator isolation valve | POWERGRID TS | II** |
| A.09 | Oil Filtration Machine | MQP | III |
| B.01 | Circuit Breakers | MQP | IV |
| B.02 | Current Transformers | MQP/ITP | IV |
| B.03 | CVT/PT/IVT | MQP | IV |
| B.04 | Isolators | MQP/ITP | IV |
| B.05 | Surge Arrestors | MQP/ITP | III |
| B.06 | Line Trap & Air Core Reactor | MQP/ITP | III |
| B.07 | Point On switching device (CSD) for Circuit Breaker (wherever required) | FAT/ITP | IV |
| C.01 | STATCOM including Valve, valve base electronics, DC capacitor, series reactor and all accessories | ITP | IV |
| C.02 | Mechanically switched Reactor bank (3-ph) including all accessories (MSR Branches) | ITP | IV |

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Place :

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Item: SHIELD WIRE

Subject: Bid specific Additional Terms and Conditions

GEM BID NO. GEM/2024/B/5566828

| | | | |
|------|---|--------------|-----|
| C.03 | Mechanically switched Capacitor bank (3-ph) including all accessories (MSC Branches) | ITP | IV |
| C.04 | Harmonic Pass filters | ITP | IV |
| C.05 | HT Capacitor | MQP | IV |
| D.01 | Thyristor Valve | FAT/ITP | III |
| D.02 | PLC Capacitors for HVDC | FAT/ITP | III |
| D.03 | Valve Cooling system for | FAT/ITP | III |
| HVDC | | | |
| D.04 | AC/DC Filter Resistors | ITP | III |
| D.05 | DC Current and Voltage measuring device for HVDC | FAT/ITP | III |
| D.06 | Maintenance platform for valve hall | POWERGRID TS | II |
| D.07 | Optical signal column for FSC | FAT/ITP | II |
| E.01 | GIS including spares | MQP/ITP | IV |
| E.02 | Dew Point Meter for GIS | POWERGRID TS | I* |
| E.03 | Portable Partial Discharge monitoring system for GIS | POWERGRID TS | I* |
| E.04 | Partial Discharge Monitoring System (Online) for GIS | ITP | III |
| E.05 | PEB Structure and Puf Panels | MQP | III |
| F.01 | Substation Automation system | FAT/MQP | III |
| F.02 | Event Logger | POWERGRID TS | III |
| F.03 | PLCC equipment Viz PLCC Terminal ,Carrier equipment, Protection Coupler , Coupling Device but excluding EPAX / HF Cable | MQP | III |
| F.04 | Control & Relay Panels | MQP | III |
| G.01 | EHV Cables | MQP/ITP | III |
| G.02 | Power Cables & Control Cables | MQP | III |
| G.03 | Cable Joints (11 kV and above) | POWERGRID TS | II |
| G.04 | Cable Lugs & Glands / Clamps/Terminations | POWERGRID TS | I |

Signature of the authorized representative of

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| | | | |
|--------|--|--------------|-----|
| H.01 | LT Switchgear & ACDB/DCDB/MLDB/ELDB | MQP | III |
| H.02 | Battery | POWERGRID TS | II |
| H.03 | Battery Charger | MQP | III |
| H.04 | UPS & Voltage Stabilizer | MQP/FAT | III |
| H.05 | D. G. Set | FAT/ITP | III |
| H.06 | Lighting Panel | POWERGRID TS | II |
| H.07 | Lighting Poles | POWERGRID TS | II |
| H.08.1 | Lighting Fixtures, Lighting Earthwire, Switches / sockets, Conduits, Lamps & fans including exhaust fans | POWERGRID TS | I |
| H.8.2 | Solar based LEDs System including street light/pole solar panel, Inverter controller/LED fixture | FAT | III |
| H.09 | MS/GI /PVC Pipes for cable trenches and lighting | POWERGRID TS | I |
| H.10 | Outdoor Receptacle | POWERGRID TS | I |
| H.11 | Split A.C/window A.C./ precision AC/ Kiosk AC/ Cascade AC/ Tower AC | POWERGRID TS | I |
| H.12 | Occupancy sensors for control of lighting | POWERGRID TS | I |
| H.13 | Solar based street lighting pole including Solar Panel, Inverter, Controller, etc. | POWERGRID TS | III |
| H.14 | Junction Box / Lighting Switch Boards / Bay MB / Portable Flood Light Panel | POWERGRID TS | II |
| H.15 | Lighting transformer | POWERGRID TS | II |
| I.01 | SF6 gas processing unit, SF6 gas Leakage detector, SF6 gas Analyzer | POWERGRID TS | I* |

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Place :

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| | | | |
|------|---|-----------------|-----|
| I.02 | SF6 Gas | POWERGRID TS | I |
| I.03 | Spark Gap | FAT/ITP | III |
| I.04 | Time synchronizing Equipment (GPS Clock) | POWERGRID TS | I |
| I.05 | Galvanized Cable trays | POWERGRID TS | II |
| I.06 | Video Monitoring System | FAT/ITP | I |
| I.07 | Public Address System (All Components) | POWERGRID TS | I |
| I.08 | Building Management System (All components) | POWERGRID TS | I |
| I.09 | Access Control System (All Components) | POWERGRID TS | I |
| I.10 | Video Display system/ Video Projection system | POWERGRID TS | I |
| I.11 | VESDA (smoke detector) | POWERGRID TS | I |
| I.12 | High Mast Pole | MQP | III |
| J.01 | Aluminium ladder | POWERGRID TS | I |
| J.02 | Hume Pipes | POWERGRID TS | I |
| J.03 | Castle Key | POWERGRID TS | I |
| J.04 | Water Treatment plant (All components). | POWERGRID TS | I |
| J.05 | Furniture | POWERGRID TS | I |
| J.06 | DOL Starter | POWERGRID TS | I |
| J.07 | Oil Sample Bottles and Syringe | POWERGRID TS | I |
| J.08 | Test & Measuring Equipment, T&P | POWERGRID TS | I* |
| K.01 | EOT Crane | POWERGRID TS | II |
| K.02 | Boom Crane/Golf Cart/Platform Truck/Man Lift/ Fork Lift/ Lifts | POWERGRID TS | II |

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| | | | |
|-------|---|------------------------|-----|
| L.00 | | Fire Protection System | |
| L.001 | Panels, Hydro pneumatic tank for fire protection system. | POWERGRID TS | III |
| L.002 | Deluge valve, Strainers, MS/GI pipes, Pumps, motors, air compressor, and other valves, Diesel Engines | POWERGRID TS | II |
| L.003 | Others | POWERGRID TS | I |
| M.00 | | HVAC SYSTEM | |
| M.001 | Air Cooled Chiller | POWERGRID TS | III |
| M.002 | Pump | POWERGRID TS | II |
| M.003 | Air Handling Unit | POWERGRID TS | II |
| M.004 | Fan Filter Unit With Centrifugal Blower | POWERGRID TS | II |
| M.005 | Axial Flow Fan | POWERGRID TS | II |
| M.006 | Main Climate Control Unit (Dehumidifier) | POWERGRID TS | I |
| M.007 | Dampers | POWERGRID TS | II |
| M.008 | Fire Dampers | POWERGRID TS | II |
| M.009 | Pressure Gauge, Thermometers, Other Instruments / Sensors | POWERGRID TS | I |
| M.010 | Grill, Diffuser, Jet Nozzle, Louvers etc | POWERGRID TS | I |
| M.011 | Ducting | POWERGRID TS | III |
| M.012 | M S Pipe | POWERGRID TS | II |
| M.013 | Pipe Insulation Material | POWERGRID TS | I |
| M.014 | Duct Insulation Material | POWERGRID TS | I |

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

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Project: PGCIL MANDSAUR (NEW) AND INDORE (EXTN)

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Subject: Bid specific Additional Terms and Conditions

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| | | | |
|-------|---|-----------------|-----|
| M.015 | Underdeck Insulation Material | POWERGRID TS | I |
| M.016 | Gate Valve & Non Return valve | POWERGRID TS | I |
| M.017 | Y Strainer | POWERGRID TS | II |
| M.018 | Ball Valve/ Motorised Butterfly Valve/ Balancing Valve | POWERGRID TS | I |
| M.019 | Closed Expansion Tank | POWERGRID TS | II |
| M.020 | Air Separator | POWERGRID TS | I |
| M.021 | MCC /PLC /Electrical Panels | POWERGRID TS | III |
| M.022 | Propeller Fan/ Conduit | POWERGRID TS | II |
| M.023 | Air Filter/ Mixing Valve with Thermostat | POWERGRID TS | I |
| N.01 | SDH Equipment | FAT/ITP | IV |
| N.02 | Termination Equipment Primary/ DI Multiplexer | FAT/ITP | IV |
| N.03 | DACS | FAT/ITP | IV |
| N.04 | Optical Amplifier | FAT/ITP | IV |
| N.05 | FODP including pigtail, Joint Box, FDMS | FAT/ITP | II |
| N.06 | IMPS | FAT/ITP | IV |
| N.07 | Optical bypass switch | FAT/ITP | IV |
| N.08 | Air Purifier | FAT/ITP | I |
| N.09 | Patch cord & connector | FAT/ITP | I |
| N.10 | NMS | FAT/ITP | IV |
| N.11 | OPGW Cable | MQP/ITP/FAT | III |
| N.12 | Hardware Fittings for OPGW cable | MQP/ITP | III |
| N.13 | DCPS | FAT/ITP | III |
| N.14 | Radio Links | FAT/ITP | III |
| N.15 | SMPS based DC Power Supply (DCPS) system | FAT/ITP | III |

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

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Subject: Bid specific Additional Terms and Conditions

GEM BID NO. GEM/2024/B/5566828

| | | | |
|------|---|--------------|-----|
| N.16 | WAMS (PMU & Accessories) | FAT/ITP | III |
| N.17 | PUF Shelter | FAT/ITP | III |
| N.18 | Aerial OFC/UGOFC/ADSS/FO Cable | FAT/ITP | III |
| N.19 | DWDM | FAT/ITP | III |
| N.20 | OTN | FAT/ITP | III |
| N.21 | MPLS-TP Equipment | FAT/ITP | III |
| N.22 | L2 Switch | FAT/ITP | III |
| N.23 | IP-MPLS Router | FAT/ITP | III |
| N.24 | HDPE Pipes | POWERGRID TS | II |
| N.25 | Equipment Cabinets | POWERGRID TS | II |
| N.26 | Main Distribution Frame | POWERGRID TS | I |
| N.27 | Telephone system, EPAX, Telephone wires, Telephone sockets | POWERGRID TS | I |
| N.28 | Fibre Optic Cable | MQP | III |
| N.29 | Hardware Fittings for Fibre Optic cable | MQP | III |
| O.01 | Re-rollers of MS/HT Angle Section and galvanized tower parts. | MQP | IV |
| O.02 | Conductor | MQP | IV |
| O.03 | Hardware fittings and Conductor & Earthwire Accessories | MQP | IV |
| O.04 | Earth wire | MQP | IV |
| O.05 | Insulator | MQP | IV |
| O.06 | Bolts & Nuts of Gr 8.8 / 8 | MQP | IV |
| O.07 | Mono Pole | MQP | IV |
| O.08 | Foundation Bolts & Anchor Bolts | POWERGRID TS | III |
| O.09 | D-shackle/ Hanger / Links and associated Special bolt/nuts | MQP | III |

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

Project: PGCIL MANDSAUR (NEW) AND INDORE (EXTN)

Item: SHIELD WIRE

Subject: Bid specific Additional Terms and Conditions

GEM BID NO. GEM/2024/B/5566828

| | | | |
|------|---|--------------|-----|
| O.10 | Span Marker, Obstruction lights and Wind Measuring Equipment | POWERGRID TS | III |
| O.11 | MS ROD rolled by Approved Re-roller of POWERGRID | MQP | III |
| O.12 | MS ROD rolled by Approved steel producers of POWERGRID | POWERGRID TS | I |
| O.13 | Spring Washers & Pack washers | POWERGRID TS | II |
| O.14 | Bolts & Nuts Gr up to 5.6/5 | POWERGRID TS | II |
| O.15 | ACD & Barbed wire for ACD/Bird guard | POWERGRID TS | II |
| O.16 | Danger Plate /Phase Plate / Number Plate / Circuit plate | POWERGRID TS | I |
| O.17 | Sub Station Structure (lattice/pipe type) | MQP | III |
| O.18 | Clamps & Connectors (including equipment connectors) | MQP | III |
| O.19 | MS/ GI Flat, rod type, pipe type and other earthing material. | POWERGRID TS | II |
| O.20 | Aluminium Tube & Busbar materials | POWERGRID TS | II |
| O.21 | Pipe Type & Counter Poise Earthing | POWERGRID TS | II |
| O.22 | DTS System | POWERGRID TS | II |

For Equipment where requirement of MQP is envisaged, ITP/FAT will be followed If sourced from off shore. For items required in S/S or T/L or TELECOM/LD&C, same inspection level as specified shall be followed for all the cases.

* MICC for test and measuring equipment (inspection level I or II) shall be issued only after actual verification/ demonstration of satisfactory performance at site.

** Though level-2 items, CIP/MICC can be issued also on review of TCs and visual inspection of these item.

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

Annexure-VIII

[A] FORMAT OF VALUE- ADDITION CERTIFICATE ON HALF-YEARLY BASIS (SEP 30 AND MAR 31), DULY CERTIFIED BY THE STATUTORY AUDITORS OF THE DOMESTIC MANUFACTURER

Dear Sir,

We have read and understood the provisions of “Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement” [hereinafter, “Policy”] issued by the Ministry of Steel Government of India Vide Notification dated 8th May 2017 **and its revision dated 29th May 2019** including subsequent amendments/ modifications, if any.

In line with the provisions of the Policy, M/s.(*Name of the Domestic Manufacturer*) [hereinafter, “Domestic Manufacturer”] have submitted an Affidavit of self-certification to M/s. Power Grid Corporation of India Limited [hereinafter, POWERGRID] regarding Domestic Value Addition in Iron & Steel Products sourced from the Domestic Manufacturer for manufacturing/supply of Goods for [*Enter the name of the Contract*] awarded to [*Enter the name of the Contractor*] by POWERGRID, wherein they have agreed to abide by the terms and conditions of the Policy.

Further, in line with the Policy, the Statutory Auditor(s) of the Domestic Manufacturer have to issue a certificate on half-yearly basis (Sept 30 and March 31) duly certifying that the Domestic Value Addition made for Iron & Steel products sourced from the Domestic Manufacturer for manufacturing/supply of Goods for [*Enter the name of the Contract*] during the preceding 6 months, are in accordance with the Policy.

Accordingly, we, the Statutory Auditor(s) of the Domestic Manufacturer, certify that the Domestic Value addition, calculated as per the provisions of the Policy, for Iron & Steel products sourced from the Domestic Manufacturer for manufacturing/supply of Goods for [*Enter the name of the Contract*] during the preceding 6 months are as follows:

| Name of the Product | Domestic Value addition for the preceding 6 months (i.e half year ending Sept 30/March 31 , 20....) in percentage |
|---------------------|--|
| | |

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

For and on behalf of,

Date:

<<Statutory Auditor's attestation>>

Firm Reg No. Membership No.

Note:

- 1. The Contractor shall be required to furnish the aforesaid certificate from their the Statutory auditors of the Domestic Manufacturer on semi-annual basis i.e for period from 1st April to 30th September and from 1st October to 31st March for each Financial Year.*
- 2. Submission of aforesaid certificate for the preceding 6 months shall be a condition for processing of bills by POWERGRID for payment after 30th September /31st March, as the case may be.*

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

[B] Format of 'Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel Products'

(On Domestic Manufacturer's Letterhead, see GCC Clause 5.7)

To: *[Insert: name of Employer]*

Dear Ladies and/or Gentlemen,

WE*[insert: name of Domestic Manufacturer]* [hereinafter, " Domestic Manufacturer"] who are established and reputable manufacturers of *[insert: name and/or description of the Iron/Steel Product being supplied by the Domestic Manufacturer]* [hereinafter, "Iron & Steel Products"] having production facilities at*[insert: address of factory]* do hereby authorize*[insert: name & address of Contractor]* (hereinafter, the "Contractor") who has signed the Contract with you against '*.....[insert: name of package alongwith Specification Number]* ' for supply of Goods manufactured using the Iron & Steel Product produced by us.

We hereby undertake that we shall supply the Iron & Steel Products to the Contractor, adhering to minimum Domestic Value Addition prescribed for the Iron & Steel Products in line with the "Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by the Ministry of Steel Government of India Vide Notification dated 8th May 2017 and its revision dated 29th May 2019 including subsequent amendments/ modifications, if any.

For and on behalf of the Domestic Manufacturer

Signed: _____

Date: _____

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

In the capacity of*[insert: title of position or other appropriate designation]* and this should be signed by a person having the power of attorney to legal bind the Domestic manufacturer.

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Note 1. The Authorization certificate should be on the letterhead of the Domestic Manufacturer and should be signed by a person competent and having Power of Attorney to legally bind the Domestic Manufacturer.

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

[C] Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on a non-judicial stamp paper of Rs. 100/-.

I _____ S/o, _____ D/o, _____ W/o, _____ Date: _____ Resident
of _____ hereby solemnly affirm
and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: _____ dated 8th May 2017 and its revision dated 29th May 2019 including subsequent amendments/ modifications, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies)/POWERGRID for the purpose of assessing the domestic value addition of Iron & Steel Products supplied **by us*/supplied by us to**(**Name of the contractor**).....* for manufacturing/supply of Goods for “.....[insert: name of package alongwith Specification Number]’.

*** Please delete whichever is not applicable**

That the domestic value addition for all inputs which constitute the said Iron & Steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies)/POWERGRID for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. _____ dated 8th May 2017 and its revision dated 29th May 2019 wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies)/POWERGRID is hereby authorized to take action in line with the provisions of the Integrity pact/ Bidding Documents. I also undertake to pay the assessment cost and pay all penalties as specified in the Bidding Document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i Name and details of the Manufacturer

Signature of the authorized representative of

Place :

Bidder's Name :

Date :

Designation :

Company Seal :

(Registered Office, Manufacturing unit location, nature of legal entity)

- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the Iron & Steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the Iron & Steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach value addition certificates from suppliers, if the input is not in-house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

Bidder to submit signed and stamped copy of the following documents along with Part 1 (Techno-Commercial) Bid:

- [1] Documents in support of meeting PQR as per (Annexure-I)
- [2] Unpriced bid format (Annexure-II) duly filled as "Quoted" against each item and mentioning the % of GST quoted in bid.
- [3] Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 (Annexure-III/IV) to be submitted.
- [4] Compliance to MOP order No. 25-111612018-PG, dated 02.07.2020 of Ministry of Power, GOI (Annexure-V) to be submitted.
- [5] Self Certification for Make in India (Annexure-VI) to be submitted.
- [6] Annexure-IX.
- [7] NIL [Commercial and Technical] deviation sheet.
- [8] MSE registration certificate [Udyam Aadhar registration certification]

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

(A) CONCILIATION (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 (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 (Enclosed)**.

The Annexure-A 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 GCC.”

(B) ARBITRATION (WITH SOLE ARBITRATOR)

- 1.1. 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 the other Party refer such dispute or difference to the Sole Arbitrator and such Arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.
- 1.2. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 1.3. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) and amended in 2015 and further amendment passed in 2019 or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall

be New Delhi. The language of arbitration shall be English and the documents shall be submitted in English.

- 1.4. The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.
- 1.5. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations 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.

1.6. **SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CPSES INTER SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ ORGANISATION(S) – ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD) – REGARDING**

Vide Dept. of Public Enterprises OM No. F. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 it has been conveyed that *"To make the mechanism more effective and binding on the disputing parties, a new mechanism namely Administrative Mechanism for resolution of CPSEs Disputes (AMRCD) having two level (tier) structure has been evolved in consultation with various stakeholders to replace the existing PMA mechanism which stands wound up from the date of issue of this OM."* Accordingly, the existing Permanent Machinery of Arbitration (PMA) stands wound up with effect from 22.05.2018 and cases relating to disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs / Port Trust / Central or State Government Department / Organisations (excluding disputes concerning Railways, Income Tax, Customs and Excise Departments) shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

(C) JURISDICTION AND GOVERNING LAWS

The Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. This Contract shall be construed as per and be governed by the Laws of India.

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

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- 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:

| Sl 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) |

| Sl 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)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p> |
| 3 | Secretarial expenses | <p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p> |
| 4 | <p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p> | As per entitlement of the equivalent officer (pay scale wise) in BHEL. |
| | Others | As per the extant entitlement of whole time Functional Directors in BHEL. |

| Sl No | Particulars | Amount |
|-------|-------------------|--|
| | | Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class. |
| 5 | Venue for meeting | Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately. |

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 2 to BHEL Conciliation Scheme, 2018

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent
Expert Committee (IEC).**

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

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated_____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Format 3 to BHEL Conciliation Scheme, 2018
FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL

.....

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

Ref: Contract/MoU/Agreement/LOI/LOA No & date ____

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

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

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

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

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor
Name, with designation
Date

Format 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO
THE IEC BY BOTH THE PARTIES

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

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

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

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