



**BHARAT HEAVY ELECTRICALS LIMITED
SOLAR BUSINESS DIVISION
MALLESHWARAM, BANGALORE - 560055**

**BUYER ADDED ADDITIONAL TERMS
& CONTRACTS (ATC)**

**TENDER NO. 12304484
Supply of LUGS FOR TSGENCO 5X800
MW YADADRI TPS, NALGONDA**

UNPRICED SCHEDULE					
SI. No.	MATERIAL CODE	ITEM DESCRIPTION	TOTAL QTY	UNIT	(Quoted / Not Quoted)
1	EL7424100017	2.5 SQ.MM COPPER TUBULAR LUGS	17,300	EA	
2	EL7424101005	0.5 SQ.MM COPPER PIN TYPE LUGS	10,600	EA	
3	EL7424111035	10 SQ.MM COPPER TUBULAR LUGS	50	EA	
4	EL7424110101	120 SQ.MM COPPER TUBULAR LUGS	50	EA	
5	EL7424110110	150 SQ.MM COPPER TUBULAR LUGS	3,500	EA	
6	EL7424111043	16 SQ.MM COPPER TUBULAR LUGS	1,300	EA	
7	EL7424100025	185 SQ.MM COPPER TUBULAR LUGS	50	EA	
8	EL7424100033	240 SQ.MM COPPER TUBULAR LUGS	300	EA	
9	EL7424100041	25 SQ.MM COPPER TUBULAR LUGS	50	EA	
10	EL7424111140	300 SQ.MM COPPER TUBULAR LUGS	50	EA	
11	EL7424111060	35 SQ.MM COPPER TUBULAR LUGS	300	EA	
12	EL7424111159	400 SQ.MM COPPER TUBULAR LUGS	50	EA	
13	EL7424100050	50 SQ.MM COPPER TUBULAR LUGS	50	EA	
14	EL7424100068	630 SQ.MM COPPER TUBULAR LUGS	300	EA	
15	EL7424100076	70 SQ.MM COPPER TUBULAR LUGS	200	EA	
16	EL7424111094	95 SQ.MM COPPER TUBULAR LUGS	50	EA	

Sl. No.	Title	Detailed Description
1	Price related	Vendors must quote an all-inclusive price on the GeM portal. This should include the base price, freight, insurance, GST, and indicate Cess as NIL . Price basis: FIRM
2	General	All corrigenda, amendments, extensions, and clarifications shall be hosted only on https://gem.gov.in Bidders are responsible for regularly checking the portal. No separate communication shall be issued.
3	General	These conditions shall be read in conjunction with the GeM Terms and Conditions and the tender enquiry. In the event of any conflict or inconsistency, the provisions of this Additional Terms and Conditions (ATC) shall prevail over the GeM Terms and Conditions.



4	General	Vendors must quote strictly in accordance with the tender conditions. No deviations will be accepted. Vendors are advised to carefully review all terms and conditions of the tender before submitting their quotations.
5	Vendor approval	<p>A. Acceptable make:</p> <ul style="list-style-type: none">• Dowell's• HEX (Brass copper & Alloy Ltd.)• Global Brass & Alloy• Exar Industries <p>Bidders to quote from above makes only. Offer received for any other make will be summarily ignored and rejected.</p> <p>B. Required Documents</p> <ul style="list-style-type: none">• Catalogue shall be produced along with the offer• Model number shall be mentioned for each item in line with catalogue
6	Actual Delivery Location	TSGENCO 5X800 MW YADADRI TPS, VILLAGE - VEERLAPALEM, MANDAL- DAMERACHERAL, DISTT. – NALGONDA, TELANGANA
7	Delivery Period	Item shall be delivered within 30 days from the date of manufacturing clearance
8	Documents submission Schedule for manufacturing clearance	Drawings / Documents shall be submitted within 2 weeks from PO.
9	Terms of delivery	The delivery shall be on Ex-works contract basis, however following shall also apply: - The freight charges shall be in seller's scope and material must be dispatched by the vendor on a freight pre-paid basis. Prior to dispatch, the supplier must inform BHEL of the consignment value and dispatch details, along with one set of documents, including a copy of the LR/BL, packing list, and challan indicating the items dispatched and their respective weights. - Transit insurance for the goods shall be arranged and borne by the seller, covering the period from dispatch until safe delivery at the BHEL's designated destination.
10	Payment terms:	Hundred Percent (100%) of basic price (including freight) of the material, as per PO, along with 100% taxes and duties, shall be payable on pro-rata basis within 90 days (45 days for MSEs & 60 days for Medium Enterprise) from the date of receipt of goods (receipted LR), subject to receipt of complete set of documents as specified in contract. Payment days shall vary based on the bidder's MSME classification, as detailed below:



(a) Micro and Small Enterprises (MSEs):

Vendors registered as Micro or Small Enterprises under valid UDYAM Registration shall be paid within forty-five (45), in accordance with Section 2(b) of the MSMED Act, 2006.

To avail benefits under the Public Procurement Policy for MSEs, bidders must:

- be manufacturer/OEM of the offered product,
- Submit a valid Udyam Registration Certificate, and
- Submit documentary evidence/ Govt. Certificate etc. in support of their ownership category as SC/ST-owned, Women-owned, or Others.

Type under MSE	Please specify Yes or No (If applicable)
SC/ST Owned	
Women Owned	
Others (excluding SC/ST & Women Owned)	
Micro	
Small	

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

(b) Medium Enterprises:

Vendors registered as Medium Enterprises with valid UDYAM Certification shall be paid within sixty (60) days as per BHEL's commercial policy. (This is not a statutory requirement under the MSMED Act.)

(c) All other Bidders:

All other vendors shall be paid within ninety (90) days.

Invoice registration in Suvidha portal: The facility for Online Invoice Registration and Document Upload has been enabled in the SUVIDHA Portal <https://suvidha.bhel.in/suvidha/> for all BHEL Suppliers and Contractors. With effect from 01-October-2025, it will be mandatory for all Suppliers/Contractors to register their invoices exclusively through the SUVIDHA Portal along with the required documents. For net invoice amount exceeding 5 lakhs inclusive of taxes, uploading of a Class 3 digitally signed tax invoice is mandatory. For invoices up to ₹5 lakhs inclusive of taxes, a scanned copy may be uploaded however, submission of the hard copy is mandatory if a Class 3 digitally signed tax invoice is not uploaded. All



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		Suppliers/Contractors are therefore requested to register on the SUVIDHA Portal and ensure compliance from 01-October-2025 onwards.
11	Contract Performance Bank Guarantee (CPBG)	Not Applicable
12	Splitting & Criteria	Not applicable.
13	Quantity variation	QUANTITY VARIATION OF + OR -30% IS APPLICABLE ON ALL ITEMS.
14	Guarantee/Warranty	Guarantee period shall be 18 months from the date of supply or 12 months from the date of commissioning whichever is earlier.
15	Integrity Pact	Not Applicable
16	Documents to be Submitted by Vendor wrt dispatch & payment	<p>(i) For Recognition of Dispatch Copy of the following documents by e-mail/ fax immediately on dispatch:</p> <ul style="list-style-type: none">a. Invoiceb. LR /BL/AWB/Delivery Challanc. Packing Listd. Dispatch Clearance <p>(ii) For Claiming payments: For 100% Payments for Supply Following documents to be submitted within 7 days from the date of dispatch</p> <ul style="list-style-type: none">a. GST Invoice – original + 1 copyb. Receipted LR- original + 1 copyc. Packing List (clearly showing number of packages, gross weight and net weight) – original + 1 copyd. Dispatch Clearance from BHEL/Customer – 2 copiese. Guarantee Certificate – original + 1 copyf. CAT-A approval/Manufacturing clearance from BHEL – 1 copyg. MDCC copyh. E way bill (if applicable)
17	General	Any vendor who has been banned by BHEL or against whom action due to non-performance has been initiated by BHEL are not eligible for participation. Such offers will not be considered for evaluation and will be rejected.



18	Conciliation Clause	The Conciliation Scheme 2018 attached as Annexure-A shall be applicable.
19	Settlement of Disputes	Applicable as per Annexure-B.
20	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	<p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:</p> <ol style="list-style-type: none">1. An entity Incorporated, established or registered in such a country; or2. A subsidiary of an entity Incorporated, established or registered in such a country; or3. An entity substantially controlled through entities incorporated, established or registered in such a country; or4. An entity whose beneficial owner is situated in such a country, or5. An Indian (or other) agent of such an entity; or6. A natural person who is a citizen of such a country; or7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above <p>IV. The beneficial <i>owner</i> for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none">1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation-</p> <ol style="list-style-type: none">a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements; <ol style="list-style-type: none">2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;



		<p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;</p> <p>4. Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.</p> <p>VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p> <p>* The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects.</p> <p>* List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (https://www.meia.gov.in/)</p> <p>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 to be submitted on the bidder's letterhead as per Annexure-D(i) or Annexure-D(ii) – as applicable.</p>
21	Compliance to order No. 25-111612018- PG, Dated 02.07.2020 of Ministry of Power, GOI	NOT APPLICABLE
22	Make in India Certificate	"For this procurement, the local content to categorize a supplier as a 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 19.07.2024 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". For contracts valuing more than Rs 10 Crores, local content (in cases of self-



		<p>certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by Cost/ Chartered Accountant, and in case of defaults, penalty upto 10% of the contract value Any vendor who has been banned by BHEL or against whom action due to non-performance has been initiated by BHEL are not eligible for participation. Such offers will not be considered for evaluation and will be rejected.</p> <p>Bidder to be submit Annexure-F(i) or Annexure-F(ii) – as applicable.</p>
23	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.
24	No Interest Payable to Contractor	Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, Performance Security, EMD, Retention Money or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.
25	FORCE MAJEURE	<p>1. Force Majeure shall mean circumstance which is:</p> <ul style="list-style-type: none">a) beyond control of either of the parties to contract,b) either of the parties could not reasonably have provided against the event before entering into the contract,c) having arisen, either of the parties could not reasonably have avoided or overcome, andd) is not substantially attributable to either of the parties And Prevents the performance of the contract, <p>Such circumstances include but shall not be limited to:</p> <ul style="list-style-type: none">i) War, hostilities , invasion, act of foreign enemies.ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.



		<p>vii) Epidemic, pandemic etc.</p> <p>2. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go- slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>3. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>4. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>5. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ul style="list-style-type: none">i) Constitute a default or breach of the Contract.ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. <p>6. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure</p>
26	Limitation of Liability	Notwithstanding anything to the contrary in this Contract or LOI or Purchase Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Purchase Order. The Contractor shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever.
27	Jurisdiction	Courts at Bengaluru shall alone have exclusive jurisdiction to adjudicate on any / all matters arising out of or concerning to this Contract
28	Consequential Loss	Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.



29	Penalty for Delayed Delivery	<p>Time is the essence of this Order/Contract. In the event of delay in delivery of the materials, or any part thereof, beyond the contractual delivery date(s) stipulated in the Purchase Order or any extension thereof granted in writing by the Purchaser, the Purchaser shall, without prejudice to any other rights or remedies available under law or contract, be entitled to recover from the Seller/Contractor, as penalty, a sum equivalent to 0.5% (half percent) of the value of the undelivered portion of the Order/Contract for each week of delay or part thereof, subject to a maximum of 10% (ten percent) of the total contract value, excluding applicable taxes and duties.</p> <hr/> <p>The following shall also apply:</p> <ul style="list-style-type: none">A. The date of inspection call along with Internal Test Certificate shall be considered the date of delivery only if the materials are dispatched within seven (7) days from the date of issuance of Material Dispatch Clearance Certificate (MDCC). In all other cases, the date of dispatch as per Lorry Receipt (LR) shall be treated as the date of delivery for penalty calculation purposes.B. In case of any revision/amendment to the Order/Contract (scope, value, or schedule), penalty shall be imposed with reference to the revised contract value and corresponding revised delivery schedule(s).C. Where the Order/Contract includes delivery in multiple Units/Sets/Lots with clearly defined schedules, the penalty shall be levied separately on the delayed Unit/Set/Lot. <p>However, the total cumulative penalty shall not exceed 10% of the total Order/Contract value, excluding taxes and duties.</p> <ul style="list-style-type: none">D. The imposition of penalty under this clause shall be automatic and non-discretionary, and shall not require prior notice or formal claim from the Purchaser.E. The Purchaser reserves the right to recover the penalty amount from any payments due to the Seller/Contractor or through other legally permissible means.
30	Treatment of cases regarding conflict of interest	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified.</p> <p>A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none">a) they have controlling partner (s) in common; orb) they receive or have received any direct or indirect subsidy/ financial stake from any of them; orc) they have the same legal representative/agent for purposes of this bid; or



		<p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, · or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However,</p> <p>this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none">1. The principal manufacturer directly or through one Indian agent on his behalf; and2. Indian/foreign agent on behalf of only one principal, · <p>or</p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, · or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.</p>
31	Breach of contract, Remedies and Termination	<p>In case of breach of contract, recovery of an amount 10% of the contract value shall be levied by BHEL. The value of security instruments like Bank guarantees (BG) or Security deposits etc. available with BHEL against the said contract, the same shall be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other Dues available with BHEL (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal action against contractor shall be taken.</p> <p>Above is in addition to levy of liquidated penas, debarment, termination, de-scoping, short-closure, etc., shall be applied as per the contract.</p>



		<p>The following sequence shall be applicable for recoveries from contractor/ supplier, who has breached the contract:</p> <p>a) Dues available in the form of Bills payable to contractor/ supplier, Security deposits, Bank Guarantees against the same contract in BHEL SBD.</p> <p>b) Dues payable to contractor/ supplier against other contracts in BHEL SBD or any other units/regions of BHEL shall be considered for recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor/ supplier.</p> <p>iii). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor/supplier.</p>
32	General	Any amendments, addendums, circulars, or revisions issued by the Government or relevant statutory bodies shall be applicable from time to time, even if not explicitly stated above. It is the responsibility of the bidders to stay updated with such changes. Bidders must submit their offers in full compliance with these updates.
33	Quality clearance & dispatch clearance	<p>Vendor need to take quality clearance & dispatch clearance before dispatching items.</p> <ul style="list-style-type: none">• Vendor need to refer following two documents (attached with NIT) to obtain quality clearance -• Categorization Plan (To know inspection Category of item i.e Cat –I, Cat IA, Cat-II & Cat III)• Approved QAP / Standard Quality Assurance Plan – SQAP (To know applicable requirements of Inspection Reports /Test Reports/ COC to be submitted for the items)• For quality clearance vendor has to submit applicable Inspection Report/Test Certificates/COC (Certificate of Conformance) as mentioned in SQAP. COC format is available in SQAP.• To submit these documents, vendor has to raise inspection call in on-line inspection portal www.cqir.bhel.in & upload documents. For any assistance, refer help file available on the portal or follow link https://cqir.bhel.in/Cqir/jsp/Masters/Help_File_for_suppliers.pdf• For Cat-I Items, vendor need to obtain Type test, drawing, data sheet & quality plan approval before taking up manufacturing. While raising inspection call/ joint inspection call in the portal, vendor need to take confirmation from BHEL regarding selection of Inspection Agency and joint inspection with end customer. Pre-Dispatch Inspection (PDI) will be carried out by BHEL OR BHEL authorized Third Party Inspection Agency (TPIA) at Manufacturer's works.• For Cat-IA items, while raising inspection call in the portal, vendor need to take confirmation from BHEL regarding selection of Inspection Agency. Pre-Dispatch Inspection (PDI) will be carried out by BHEL OR BHEL authorized Third Party Inspection Agency (TPIA) at Manufacturer's works. Inspection will be carried out as per PO, Approved drawing /data sheet, SQAP.• For Cat-II & Cat-III items, while raising inspection call vendor need to select inspection agency as BHEL-SBD Bangalore. For these items generally, quality clearance is given by BHEL based on review of submitted Inspection Report/Test Certificates/COC and their acceptance. BHEL reserve all rights to carry out PDI for these items also.



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		<ul style="list-style-type: none">• In case of items not mentioned in Categorization Plan vendor need to confirm the inspection requirements from BHEL.• Vendor need to raise inspection call in portal at least 7 days in advance to arrange timely inspection and dispatch clearance.• Inspection and clearance and testing by itself shall not relieve the vendor/contractor/manufacturer from any obligation of the order/contract.• Penalty after item not ready for inspection call / failure during inspection, the expenses incurred by BHEL representative for travel stay etc. / TPIA charges shall be debited to vendor's account.• No item / equipment shall be dispatched without obtaining prior Material Dispatch clearance certificate from BHEL-SBD Material Management Department irrespective of inspection categories.
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DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,
Purchase Department (MM),
SBD, BHEL, Bengaluru

Dear Sir,

Sub : Declaration by Authorised Signatory
Ref : 1) NIT/Tender Specification No:
2) All other pertinent issues till date

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

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and my contact details are mentioned below:

Name:	
Mobile no.:	
Active email id:	

Yours faithfully,
(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:



Doc No.: EL/Q/2304/Cat Plan- Rev 01

Date: 22nd March 2021

Categorisation Plan for CPBG items

Category	Inspection terms & item detail
Cat – I	Manufacturers / vendors should submit QAP to M/s BHEL-SBD for approval and raise the inspection call. Pre Dispatch inspection (PDI) will be arranged by BHEL at vendor's' works. Vendor shall submit the Inspection Report / Manufacturer Test Certificates of the component while raising inspection call- <ol style="list-style-type: none">1. LV switchgear Panels(PMCC/MCC/PCC)2. Motor Control Panels3. Rapcon / IOS panels4. Junction boxes5. MIV / PIV electrical control panels6. LV Bus Ducts
Cat – IA	Pre Dispatch inspection (PDI) will be arranged by BHEL at vendor's' works as per SQAP. Vendor shall submit the Inspection Report / Manufacturer Test Certificates of the component while raising inspection call- <ol style="list-style-type: none">1. Thermometer Box2. Enclosures3. ACB4. Numerical Relays5. Electro Magnetic Relays6. CT/PT (current Transformer /Potential Transformer)7. CST (Control Supply Transformer)8. Welding Transformers9. Transducers (Voltage / Current / Frequency/Power)10. Insulation Mat11. Welding Receptacles
Cat-II	Vendor shall submit the Inspection Report / Manufacturer Test Certificates of the component while raising inspection call to obtain quality clearance - <ol style="list-style-type: none">1. Analog & Digital Indicating Meters2. OLR (Overload Relays)3. Cables4. Switches (Control & Select)5. LMS6. APFC Meters. (Automatic Power Factor Correction)7. MCB/MCCB

PREPARED BY [P GANESH] By ENGINEER / QUALITY	APPROVED BY [YOGESH SHARMA] Sr DGM / QUALITY & BE
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Bidder's authorized signed and stamped for accepting above terms of inspection



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Cat-II	<ol style="list-style-type: none">8. EMPR (Electronic Motor Protection Relays)9. MFM / KWH / ENERGY METERS10. Bus Bar/Bus Link/Fish Plates (Aluminium, Copper)11. Lugs & Glands12. Single Phase or Three Phase Capacitor Banks13. Interposing Relays14. Loose Modules15. ELCB16. MPCB
Cat-III	<p>Vendor shall submit the COC in prescribed Format available in SQAP while raising inspection call to obtain quality clearance -</p> <ol style="list-style-type: none">1. Terminal Blocks (Power & Control)2. Fuse & Fuse Holder3. Timers4. Push Buttons5. AC/DC Power Contactor/Aux Contactor6. SFU / Isolators / Switch Disconnectors7. Indicating Lamps8. Thermostat9. Space heater10. Socket11. Fastener (Nut & Bolts Hardware's)12. Breaker Handling Trolley.13. Panel Accessories or Draw out Feeder Accessories14. Component Accessories (Knobs or Operating Handles etc.)15. Fibre optic Patch Cord
Mandatory Spares	<ol style="list-style-type: none">1. Vendor has to raise inspection call in CQIR portal after taking inspection agency concurrence from BHEL.2. Inspection will be carried out as per PO, approved BOQ/ BBU, QAP3. Vendor has to furnish applicable inspection report/ TC/COC as mentioned in approved QAP /SQAP for the component4. Vendor has to submit Interchangeability certificate

Note : Vendor shall raise the inspection call in the BHEL online inspection portal (CQIR) <https://cqir.bhel.in> . For any assistance, refer help file available on the portal or follow link https://cqir.bhel.in/Cqir/jsp/Masters/Help_File_for_suppliers.pdf

<p>PREPARED BY</p> <p></p> <p>[P GANESH] Dy ENGINEER / QUALITY</p>	<p>APPROVED BY</p> <p></p> <p>[YOGESH SHARMA] Sr DGM / QUALITY & BE</p>
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Bidder's authorized signed and stamped for accepting above terms of inspection

14.0 Settlement of Disputes

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 14.1

14.1 CONCILIATION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. 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 - “Procedure for conduct of conciliation proceedings” (as available in www.bhel.com) and also attached as Annexure A to this tender.

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding “Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023.

Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause “Settlement of Disputes” shall be modified accordingly as and when the Mediation Act 2023 gets notified.

14.2 ARBITRATION

14.2.1 Except as provided elsewhere in this contract, in case Parties are unable to reach an amicable settlement (whether by Conciliation to be conducted as provided in Clause 14.1 herein above or otherwise) 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 (hereinafter referred to as the ‘Dispute’), then, either Party may,

refer the disputes to Arbitral Institution “**Arbitration & Conciliation Centre, Bengaluru (Domestic and International)**” and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of the said Arbitral Institution.

14.2.2 A Party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of The Arbitration and Conciliation Act, 1996 (hereinafter referred to as the ‘Notice’) before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

14.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the **Arbitration & Conciliation Centre, Bengaluru (Domestic and International)** and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to **Arbitration & Conciliation Centre, Bengaluru (Domestic and International)** for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

14.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

14.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be in Bengaluru, Karnataka only.

14.2.6 Subject to the above, the provisions of The Arbitration & Conciliation Act, 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Bengaluru, Karnataka only.

14.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or ‘No Demand Certificate’ has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

14.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

14.2.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

14.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in to account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

14.2.11 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

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:

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) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores.

Sl No	Particulars	Amount
		<p>Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores.</p> <p>Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,</p> <p>Signing of the Settlement Agreement after approval of the Competent Authority</p> <p>or</p> <p>Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators -Rs 30,000/- (one time)- to be paid to the IEC</p>
4	Travel and transportation and stay at outstation 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>
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

Sl No	Particulars	Amount
		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):

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

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

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

FORMAT-7

**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-8

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.

**(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

Item Name :	
Enquiry No. :	
Project :	

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 Gol 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

Item Name :	
Enquiry No. :	
Project :	

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 Gol 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)**Sub: Compliance to order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI**

Item Name :	
Enquiry No. :	
Project :	

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 dated 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.

For and behalf of _____ (Name of the bidder)

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

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.]

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

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:

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.]

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

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:

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.

(Applicable only for MSE Suppliers)
Certificate by Chartered Accountant on letterhead

This is to Certify that M/s _____, (hereinafter referred to as 'company') having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) _____ dtd: _____, Category: _____ (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date _____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (Le. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5,2006: Rs. _____ Lakhs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs _____ Lakhs The above investment of Rs _____ Lakhs is within permissible limit of Rs _____ Lakhs for _____ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature) Name-
 Membership number-
 Seal of Chartered Accountant with UDIN reference

(Applicable only for MSE Suppliers)
Certificate by Chartered Accountant on letterhead

This is to certify that M/s. _____ (hereinafter referred to as 'enterprise') having PAN Number _____ and UDYAM Registration Number _____, registered office at _____ is falling under the category _____ (Micro / Small / Medium) under MSMED Act 2006. (Copy of UDYAM Registration Certificate to be enclosed).

The said classification of _____ (Micro / Small / Medium) is arrived at based on the Notifications / guidelines / clarifications issued under Micro, Small and Medium Enterprises Development Act, 2006 including the notification S.O.2119 (E) dated 26th June 2020.

The Investment of the enterprise in Plant and Machinery or Equipment as at 31st March' 20_____ as per Clause - 4 of the Notification is Rs._____ (Rupees in Lakhs).

The turnover of the Enterprise for the period ending 31st March 2020 as per Clause - 5 of the Notification is Rs._____ (Rupees in Lakhs).

Date:

(Signature) Name-
 Membership number-
 Seal of Chartered Accountant with UDIN reference