



BHARAT HEAVY ELECTRICALS LIMITED
Solar Business Division, Malleswaram,
Bengaluru - 560 012

TENDER
DOCUMENT
(PART – A)
Vol. I

NOTICE INVITING TENDER

1. BHEL/ SBD (A Govt. of India Enterprise) invites Tender for engaging a Contractor for **Overhauling of Fin-tube Heat exchangers for 6 lac Kcal/hr Thermic Fluid Dryer of Vertical lathe Model Drying Chamber (Qty: 04 Nos).**
2. Sealed Bids are invited under single stage two part bid system from the competent agencies with sound technical and financial capabilities, fulfilling the qualifying requirements stated in the tender documents.
3. Interested and eligible parties may study the tender documents carefully visit the works to understand the scope and nature of work, discuss and clarify doubts if any and offer their bids.
4. The salient features of tender documents are as follows:
5. The complete Tender documents consists of the following: Tender document- Part 'A'(Consists of Volume-I, Volume-II) and Part 'B'.
6. The tender documents are available in the website of BHEL **www.bhel.com**. Those who wish to download the same may do so. **Corrigendum if any will be published in BHEL web site only.**
7. In case, tender documents are requested by post, BHEL-SBD shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the agencies request or receipt of tender documents by the agency.
8. **Reverse Auction is not applicable for this work.**

For all clarifications/ issues related to the tender, please contact:

(i) Commercial:

Mr. Pradeep Kumar Pandit, Dy. Manager / Works Engineering Contract, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

E-MAIL: pkpandit@bhel.in

Ph. No. +91-080-22182221

or

Mr. BM Hiremani, AGM / WEX & Works Contract Cell, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

E-MAIL: hiremani@bhel.in

Ph. No. +91-080-22182204

(iii) Technical:

Mr. Amarjyoti Saikia, SE/ WEX

BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

E-MAIL: amarjyoti@bhel.in

Ph. No. +91-080 22182409

TENDER DOCUMENT



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VOLUME - I

1.	GENERAL INFORMATION
2.	SCOPE OF WORK
3.	ELIGIBILITY CRITERIA
4.	PAYMENT TERMS
5.	ANNEXURES



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1.	General Information	
1.1.	Tender Reference Number :	128941
1.2.	Tender Name:	Overhauling of Fin-tube Heat exchangers for 6 lac Kcal/hr Thermic Fluid Dryer of Vertical lathe Model Drying Chamber (Qty: 04 Nos).
1.3.	Tender System	Single Stage, Two Part Bid Part – A: Techno-Commercial & PQR Part – B: Price Bid
1.4.	Tender Type	Service Contract
1.5.	Estimated Value of Contract	Not Applicable
1.6.	Duration of Contract	One Month from the date of delivery of the heat exchangers to vendor's works.
1.7.	Qualifying Requirement	As per NIT Terms & Conditions
1.8.	Earnest Money Deposit to accompany Tender	Not Applicable.
1.9.	Security Deposit	Not Applicable
1.10.	Cost of Tender documents	NIL
1.11.	Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com
1.12.	Pre- BID Meeting	As per Enquiry / RFQ / Notification on www.bhel.com
1.13.	Last date for issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com
1.14.	Last date for submission of tender doc	As per Enquiry / RFQ / Notification on www.bhel.com
1.15.	Date and time of opening of Tender (Part-A)	As per Enquiry / RFQ / Notification on www.bhel.com
1.16.	Tender Submission Place	BHEL-SBD WEX TENDER BOX kept outside tender room (Bidder to ensure to put tender bids in specified place & box, BHEL-SBD will not be responsible if bids submitted in other than specified place and tender box.
1.17.	Tender Opening Place	BHEL-SBD, Tender room, opposite to IISC, Prof. CNR Rao circle, Malleswaram, Bengaluru-560012
1.18.	Dealing Officer (For any Clarifications)	Pradeep Kumar Pandit, Dy. Manager – Works Contract Cell Contact No.: 080-2218-2216 Email: navit@bhel.in Hiremani B.M. Addl. General Manager – Works Contract Cell Contact No.: 080-2218-2204 Email: hiremani@bhel.in
1.19.	Revers Auction	Not applicable
2.	SCOPE OF WORK	
2.1.	Details as per Annexure- I.	
3.	ELIGIBILITY CRITERIA	
3.1.	Bidders who wish to participate should have executed works of similar nature during last seven years as per below, as on the date of opening of Technical Bid. 1. Three "similar works" completed and costing not less than the amount of Rs 11,328 EACH (Including taxes). OR 2. Two "similar works" completed and costing not less than the amount of Rs 14,160 EACH (Including taxes). OR 3. One "similar work" completed and costing not less than the amount of Rs 22,656 (Including taxes). Bidder to submit relevant documents as proof of completion or execution of work like PO /WO /bills /invoice/work completion certificate to establish that amount of work is completed.	



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	a. The term “Similar works “means vendor should have successfully executed contracts for maintenance/overhauling/servicing of Heat exchangers. b. The term ‘executed’ means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed. c. Bidder should not have been banned by “any BHEL unit” or “Government of India” or “Government of Karnataka” or Government of other states in India BHEL reserves the right for independent verification of Documents.
3.2.	The Firm should be registered (Copy of GST certificate to be submitted) .
3.3.	The bidder shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
3.4.	The bidder should have service centre in Bangalore only. Absence of service centre in Bangalore may lead to disqualification of the bidder.
3.5.	There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. During the course of work, if any such information comes to light, the contract may be terminated.
3.6.	The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
3.7.	In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of te service centre nder, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
3.8.	If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
4.	PAYMENT TERMS
4.1.	Payment through EFT will be done after completion of work and submission of Reports/Invoices. Payment will be as per actuals not exceeding the quoted price.
4.2.	As this a service contract, Income tax deduction at source (TDS) at the applicable rate (prevailing rates as applicable at the time of clearance of bills) shall be recovered and remitted to Govt. of India. Income tax deduction certificate shall be issued for the amount of Income Tax deducted. Income Tax TDS as applicable and GST TDS @ 2% will be done.
5.	Annexures
5.1	Detailed Scope of Work – Annexure I
5.2	Techno-commercial Bid Application – Annexure II
5.3	Bidder Information – Annexure III
5.4	Declaration by Bidder-I – Annexure IV
5.5	Declaration by Bidder-II – Annexure V
5.6	Deviations Sheet- Annexure VI
5.7	Unpriced BID and HSN / SAC Codes – Annexure- VII
6.8	Border Sharing



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ANNEXURE– I : SCOPE OF WORK

Overhauling of Fin-tube Heat exchangers for 6 lac Kcal/hr Thermic Fluid Dryer of Vertical lathe Model Drying Chamber (Qty: 04 Nos).

Remarks:

Overhauling of the heat exchangers include the followings:

1. Descaling of the tubes – involves water circulation and chemical wash
2. Replacement of Tubes if found faulty
3. Hydrostatic pressure test up to 10 bar
4. Warranty up to 6 months

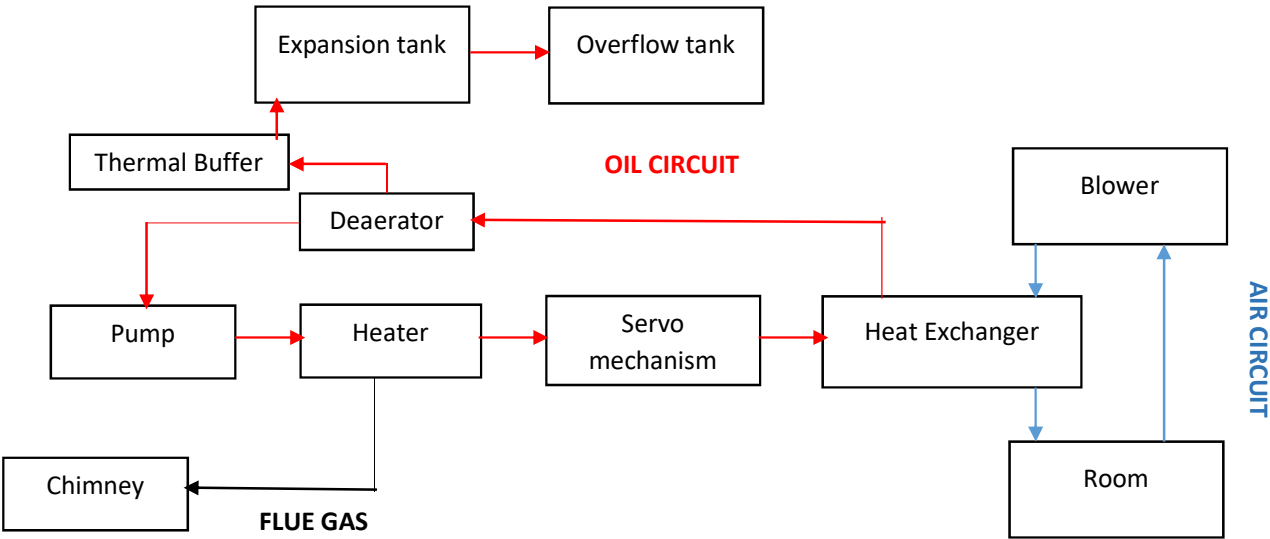
Details of the system :

4 Nos of heat exchangers are fitted to thermic fluid dryer system of Boiler make: Maxima Boilers Pvt Limited, Model No. VRT-06, Capacity: 600000 Kcal /hr. Heat transfer oil of Grade ISO VG 20 is the heating medium. Oil is heated up to max of 260 Degree Centigrade and Oil is flown using Pump of Make: KSB, Model: CPK-EGY-50-200, Flow rate: 67 m3/hr. Air circulates in closed loop from chamber to Heat exchangers and Vice versa and gets heated up. Air blower used for air circulation is of make: Almonard, Model: ALR-600, Flow rate: 24000 m3/hr. In case of clean heat exchangers, inlet and outlet temperature difference should be min 25 Degree C, but at present there is a temperature difference of only 3-5 degree C, leading to inefficient heat transfer. Hence, the heat exchangers need proper overhauling to achieve desired temperature. Block diagram of the heat exchangers and the system is attached. For any further details, vendor may visit BHEL SBD works.

Remarks:

1. Material transportation to the Bidders works/service center from BHEL and Vice- versa is in the scope of BHEL in Bangalore ONLY.
2. Removal and re-fixing of heat exchangers into system in scope of BHEL.

Basic principle of working of TFD



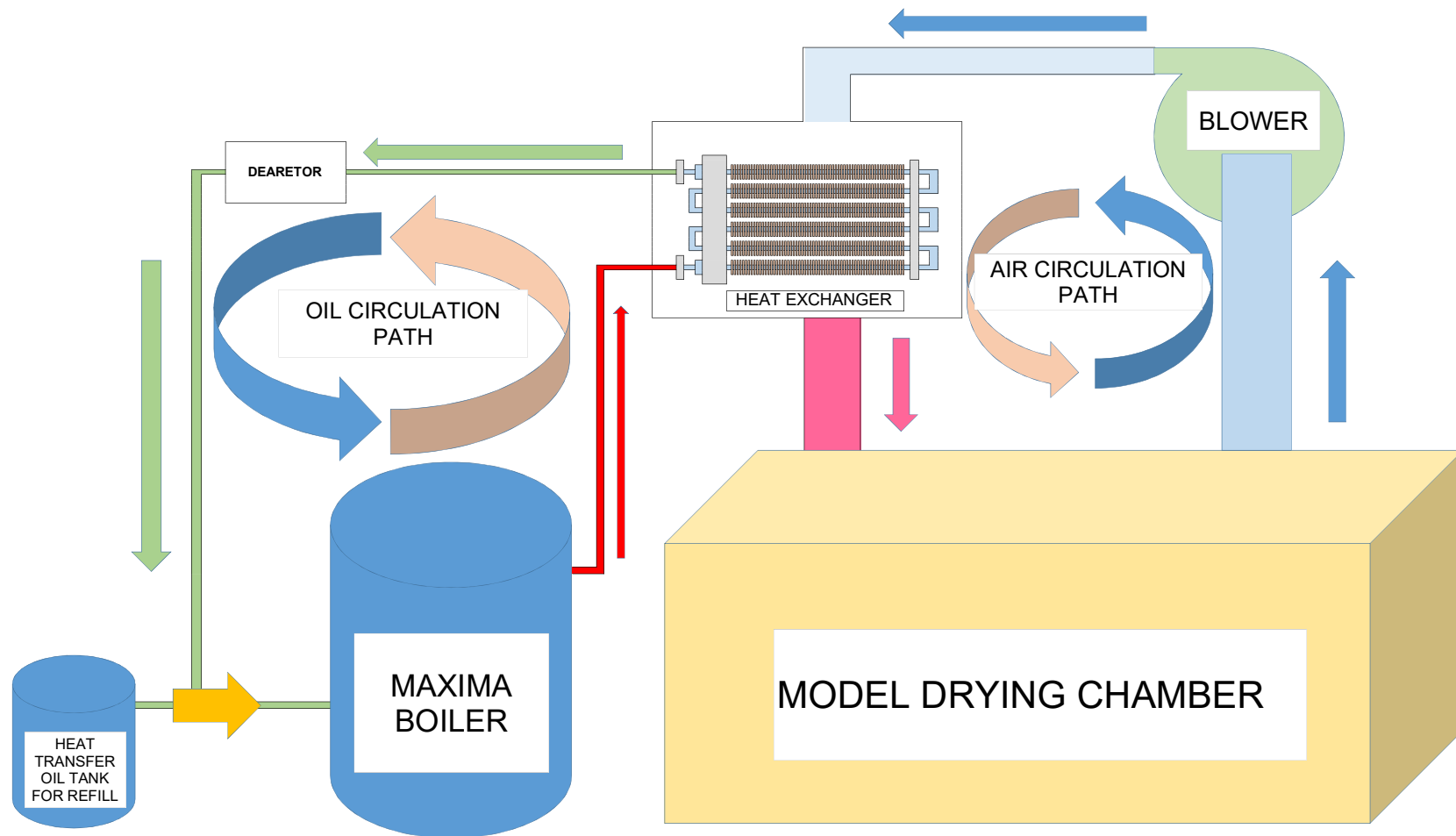


Fig: SCHEMATIC DIAGRAM OF THERMIC FLUID DRYER AND HEAT EXCHANGER

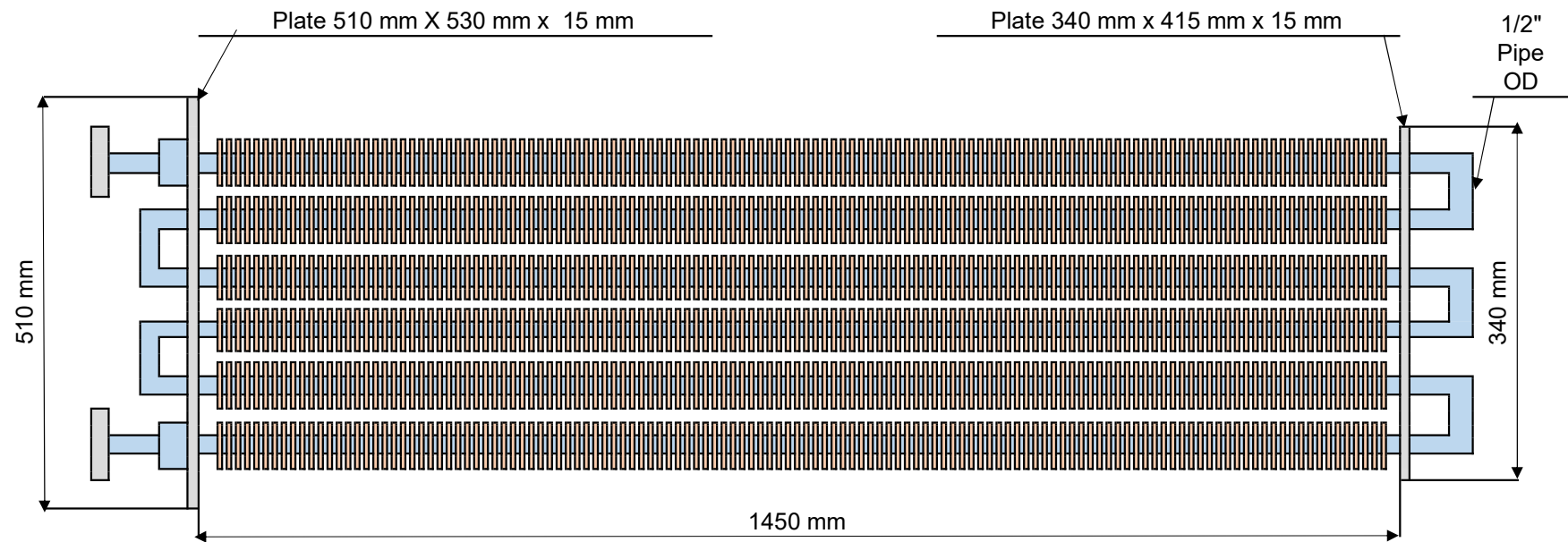


Fig: HEAT EXCHANGER



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ANNEXURE – II TECHNO-COMMERCIAL BID APPLICATION

To,

Dy. Manager / WC
Bharat Heavy Electricals Limited
Solar Business Division,
IISc Post, Malleswaram,
Bengaluru – 560 012

Dear Sir,

I / We hereby offer to carry out the work **“Overhauling of Fin-tube Heat exchangers for 6 lac Kcal/hr Thermic Fluid Dryer of Vertical lathe Model Drying Chamber (Qty: 04 Nos).**

I /We have carefully perused the all the clauses mentioned in NIT and agree to abide with the same.

1. Notice Inviting Tender – Part A Volume 1
2. Notice Inviting Tender – Part A Volume 2
3. Price Bid Format - Part – B

I/ We further agree to execute all the works referred to in the said documents.

I declare that, there was never / is no litigation or charge under investigation / enquiry / trial against me / us, nor conviction in a court of law or suspended or blacklisted by any organization on any grounds.

Signature of Tenderer

Date:



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ANNEXURE – III: BIDDER INFORMATION

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)
1	Name of the Company	
2	Name of Authorized Signatory	
3	Name of Contact person for this tender	
4	Email-id of contact person	
5	Contact number	
6	Bank Account Details (Name of Bank, Branch and Account Number). Cancelled Cheque to be enclosed	
7	Details of Relatives employed in BHEL, Name Designation and Unit - Clause 3.7	
	Relative 1	
	Relative 2	
	Relative 3	



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ANNEXURE – IV: BIDDER DECLARATION - I

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)
1	I have completely understood the scope of work and submit my agreement to carry out the work as per mentioned in Tender document.	
2	I have quoted rates for the total scope of work mentioned in the tender document	
3	I have understood and accepted the payment terms of BHEL as per Cl.4	
4	I am responsible for the safety of workmen deployed and agree to fulfil the requirements as per tender terms	
5	I have understood the LD clause mentioned in this tender and submit my agreement for the same.	
6	I agree to participate in the tender and carry out the work (if awarded) ethically and submit my agreement to various requirements in this contract.	
7	I have carefully read the Tender Terms and Conditions and I submit my agreement for the same.	

[Signature with Name & seal of the Tenderer]

Date :
Place :



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ANNEXURE – V, BIDDER DECLARATION - II

I, -----, aged-----Yrs., S/o -----,

Residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases/Civil/Labor pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labor who is more than 18 years of age and less than 58 years and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the laborers to be employed against this tender and arrange for police verification.
- (xii) I shall employ and deploy suitable qualified personnel for supervision of the work in each shift and additionally as required for monitoring compliance to process requirements and compliance to contract terms & conditions.

[Signature with Name & seal of the Tenderer]

Date :

Place :



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ANNEXURE VI: DEVIATION SHEET

Sl. No.	Volume	Part/Clause Sl no.	NIT requirement	Bidder's Deviation

Total No. of deviations proposed by the Bidder- _____ nos.

BIDDER'S SIGN & SEAL

Note: The Offers should be in full conformity with the terms and conditions of this tender. Incorrect and incomplete tenders are liable to be rejected. Deviations, if any, should only be mentioned in DEVIATION SHEET only for Non-Technical Deviations (i.e. General Terms & Conditions, Commercial Terms etc.) & Technical Deviations (i.e. Scope of Work, Modalities of Contract etc.). BHEL at its discretion whether to give any further chance to a bidder in case of any deviation or reject the same offer.



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Annexure-VII – Unpriced Bid, SAC / HSN Codes

Overhauling of Fintube Heat exchangers for 6 lac Kcal/hr Thermic Fluid Dryer of Vertical lathe MDC (Qty: 04 Nos).

Item description	HSN / SAC Code	Quantity (In Nos)	Rate(In Rs)	Amount (In Rs)
Overhauling of Fin tube type heat exchanger	To be filled by bidder	04		
GST (age%)				
Grand Total Including GST				
Landed cost to BHEL after GST credit				

Note: 1. Bidder to indicate “quoted” in unit rate and total amount column. Bidder shall not indicate price in this format.
2. Details scope and terms as per NIT applicable.

(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 GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of _____ (Name of the bidder)

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

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

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

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 GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of _____ (Name of the bidder)

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



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VOLUME - II

1.	INSTRUCTION TO BIDDER
2.	EARNEST MONEY DEPOSIT (EMD):-Not Applicable
3.	SECURITY DEPOSIT (SD) :):-Not Applicable
4.	NON DISCLOSURE AGREEMENT
5.	CONFIDENTIALITY
6.	STATUTORY REQUIREMENTS
7.	PERIOD OF CONTRACT
8.	FAILURE TO COMPLY WITH CONTRACT
9.	SUB-CONTRACTING
10.	LAWS GOVERNING THE CONTRACT
11.	LEGAL JURISDICTION:
12.	ARBITRATION & CONCILIATION:
13.	COMPENSATION:
14.	PENALTY/ LD FOR DELAYED DELIVERY
15.	CONCILIATION CLAUSE – Annexure IA
16.	MAKE IN INDIA CLAUSE
17.	FORMATS



1.	INSTRUCTION TO BIDDER
1.1.	Tender is a two part bid system. The tender documents consist of Part - A and Part - B as detailed below: - Part 'A': Techno-commercial Bid duly sealed and signed to be submitted in sealed cover enabling us to open on tender due date. - Part 'B': Price Bid to be submitted in sealed cover as per Tender conditions.
1.2.	Envelope 1: Techno-Commercial Bid. Envelope Super-scribed with "Part 'A' Techno-commercial Bid" with Tender name, Tender Reference Number and Due date. : Documents in Envelope 1: - Duly completed tender documents volume I&II sign and Sealed. - Each and every page of tender documents should be sealed signed. - Documents satisfying PQR/Eligibility Criteria as per relevant clause of NIT. - Any other documents as per Tender requirements. - The tenderer shall not indicate the price or rate in the PART-A (in unpriced bid format): Techno-commercial bid. Envelope 2: Part 'B': Price-Bid. Envelope Super-scribed with "Part 'B' Price Bid" with Tender name, Tender Reference Number and Due date. - Price Bid with Rate quoted for all items, Duly Sign and Sealed. Note: - The price/rate should be quoted in figures as well as words. Part 'B' – the Price Bid should not carry any conditions. Price / Rate should be quoted in clear terms in the format given by BHEL.
1.3.	The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.
1.4.	The techno-commercial offer will be opened on the due date. The tenders meeting our techno-commercial requirements will be considered for price bid opening.
1.5.	The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasing will render the tender invalid. Corrections, over writing, cutting(s) etc. are not permitted. All entries in the tender document should be in one ink. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the relevant columns are left blank, the tender can be rejected. However, alteration neatly carried out and duly attested over with the full signature of the tenderer is permitted.
1.6.	The tenderer should submit the tender documents intact without detaching any page or pages
1.7.	Before making the offer, the bidders are advised to carefully go through the terms and conditions, which form part of the Agreement.
1.8.	Tender documents consisting of Part 'A' Volume I & II, Part 'B' duly sealed and signed in another envelope super-scribed as "Tender name, tender reference number and Due date" and should be deposited in BHEL-SBD WEX TENDER BOX kept outside Tender room (near Reception office) so as to reach on or before specified Tender opening date and time. The tender documents may also be sent either by registered post/speed post/courier so as to reach P K Pandit, Dy. Manager/Works contracts, BHEL-SBD, Prof. CNR Rao circle, IISC post, Malleswaram and Bengaluru-560012 on or before said date and time. Part 'A' Volume I & II of tender form i.e. PQR and Techno-commercial Bid will be opened on specified Tender Due Date and Time in the presence of tenderers or their representatives who wish to be present for the tender opening. Bidders who qualify the PQR & Techno-commercial Bid will be intimated to attend Tender opening of Part 'B'- Price Bid at the date notified.
1.9.	BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
1.10.	PRICE BID – Tenderers are required to submit their quotation for all items listed in Price bid format given along with the



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	tender documents. The price should be quoted for each activity after careful study of the actual job requirements so that, in case the contract is awarded, contractor should not express any difficulties in execution of the contract.
1.11.	VALIDITY OF RATES: The rates quoted should be valid for 90 days initially from the date of opening of the Techno-Commercial bid. (Part-A)
1.12.	Rates should be quoted in Indian Rupees and Paisa only.
1.13.	BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
1.14.	BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
1.15.	Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
1.16.	Tender document should be complete in all respects.
1.17.	The Offers should be in full conformity with the terms and conditions of this tender. No contradictions are acceptable. Incorrect and incomplete tenders are liable for rejection.
1.18.	Tenders not submitted in the prescribed forms are liable for rejection.
1.19.	BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
1.20.	If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
1.21.	If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
1.22.	Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL SBD for the contract purposes.
1.23.	Evaluation of Bids
1.24.	Techno-Commercial Bid & PQR: The techno-commercial bid & PQR will be evaluated based on the eligibility criteria and on acceptance of NIT terms and conditions of BHEL. Only qualified bids will be eligible for price-bid opening .
1.25.	Evaluation of Price-Bids: i. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis (Grand Total Price for all the items indicated in Price Bid minus tax credit, if, any) ii. In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderer
4.	NON DISCLOSURE AGREEMENT. The contractor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format in compliance to Information Security Management System.
5.	CONFIDENTIALITY: The contractor and his representatives shall, at all times, undertake to maintain and ensure complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to BHEL and also of the systems, procedures, reports, input documents, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.
6.	STATUTORY REQUIREMENTS:
6.1.	The contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the contractor or his representative.
6.2.	The Income tax as applicable will be deducted from the bill of the contractor. GST – TDS will be done @ 2% for all contracts with value above 2.5 Lakhs (excluding taxes).
7.	PERIOD OF CONTRACT
7.1.	Duration of contract is as mentioned in the General Information of NIT
7.2.	The contract shall be, initially, for the period as mentioned in NIT – General Information from the date of award of contract. The parties, if mutually agreed upon, may extend the period of contract for a further period on the same terms and conditions-



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7.3.	The parties are at liberty to terminate the Agreement by giving three calendar months' notice in writing and the loss if any caused to the other party due to termination of contract shall be compensated by the party terminating it.
8.	<u>FAILURE TO COMPLY WITH CONTRACT</u>
8.1.	Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
8.2.	In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the tenderer, the tenderer is liable to compensate the same.
8.3.	In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues as well as directly from the Tenderer.
9.	<u>SUB-CONTRACTING</u>
9.1.	The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.
10.	<u>LAWS GOVERNING THE CONTRACT</u>
10.1.	The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
10.2.	All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
10.3.	All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions and in the event of failure such disputes shall be referred to the Arbitrator.
11.	<u>LEGAL JURISDICTION:</u>
11.1.	In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Bengaluru, where BHEL - SBD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-SBD is situated and no other court shall have the jurisdiction.
11.2.	<u>CARTEL FORMATION:</u> 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.
12.	<u>ARBITRATION & CONCILIATION:</u>
12.1.	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 arbitration of an arbitrator appointed by Head of the BHEL Solar Business Division.
12.2.	The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties
12.3.	Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) 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 Bengaluru.
12.4.	The cost of arbitration shall be borne as per the award of the Arbitrator.
12.5.	Subject to the arbitration in terms of 11.3, the Courts at Bengaluru shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
12.6.	Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall



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	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.
13.	COMPENSATION:
13.1.	“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites. c) Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs) (ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs) d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee’s Compensation Act, 1923.”
14.	PENALTY/ LD FOR DELAYED DELIVERY: BHEL RESERVES THE RIGHT TO RECOVER FROM THE CONTRACTOR, AS AGREED LIQUIDATED DAMAGES AND NOT BY WAY OF PENALTY, A SUM EQUIVALENT TO HALF (0.5) PERCENT OF THE TOTAL CONTRACT PRICE PER WEEK OR PART THEREOF, SUBJECT TO A MAXIMUM OF TEN (10) PERCENT OF THE TOTAL CONTRACT PRICE EXCLUDING ELEMENTS OF TAXES, IF THE CONTRACTOR FAILS TO DELIVER THE REQUIRED SERVICES WITHIN THE STIPULATED CONTRACT TIME / PERIOD .It will applicable for delay beyond 1 month from the date of BHEL handing over items to vendor for subject work.
15.	CONCILIATION CLAUSE – Annexure IA
16.	MAKE IN INDIA CLAUSE
16.1.	i. For this procurement, Public Procurement (Preference to MAKE IN INDIA) Order 2017 Dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 and subsequent orders issued by the respective Nodal Ministry shall be applicable. Even if issued after issue of this NIT but before finalization of contract WO against this NIT. ii. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement same shall be applicable .
17.	FORMATS
17.1.	Third Party Non-Disclosure Agreement (NDA) format
17.2.	EFT Format



ANNEXURE IA:

**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:
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.
2. 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.
3. 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**.
4. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation	As per entitlement of equivalent officer (pay scale wise) in BHEL



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	Others	As per the extant entitlement of whole time Functional Directors in BHEL. 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.

23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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:
- Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - admissions made by the other party in the course of the Conciliator proceedings;
 - proposals made by the Conciliator;
 - The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.



30. 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.
31. 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.
32. 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.
33. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.



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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.



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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: ContractNo/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.



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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: ContractNo/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.



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FORMAT-9

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: ContractNo/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.



THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____ on behalf of the _____ (Name of Company),

acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

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

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

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

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

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

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

Dated at....., this.....day of20 .

Name

Company

Signature



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(PART – B)**

PRICE BID FORMAT

Overhauling of Fintube Heat exchangers for 6 lac Kcal/hr Thermic Fluid Dryer of Vertical lathe MDC (Qty: 04 Nos).

Item description	HSN / SAC Code	Quantity (In Nos)	Rate (In Rs)	Amount (In Rs)
Overhauling of Fin tube type heat exchanger	To be filled by bidder	04		
GST (age%)				
Grand Total Including GST				
Landed cost to BHEL after GST credit				

Note: Details scope and terms as per NIT applicable.

Sign and Seal of Bidder