

2021

**BHARAT HEAVY ELECTRICALS LIMITED
SOLAR BUSINESS DIVISION, BENGALURU
TENDER DOCUMENT**

**Name: Pradeep Kumar Pandit
Designation: Dy. Manager
BHEL- SBD, Bangalore**



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

TENDER
DOCUMENT
(PART – A)
Vol. I

NOTICE INVITING TENDER

BHEL/ SBD (A Govt. of India Enterprise) invites Tender for engaging a Contractor for **“Job contract for Machining of pressed Ceramic Insulators Round for IGBT Traction Converter”** at BHEL-SBD, Malleswaram, Bangalore.

1. The Enquiry/Tender has been floated through eprocurement and offers shall be accepted through e-procurement only. BHEL shall neither entertain offers through hard copy nor provide any due date extension on account of the same. Interested bidders who do not have login ID and password are requested to register themselves on <https://eprocurebhel.co.in> through “Online Bidder Enrolment” link available on the portal.
2. Class-III, SHA2 2048 BIT – Signing & Encryption, Digital Signature Certificate (DSC) is required for bidders for authentication purpose (log in and bid submission). Vendors, who do not possess the DSC, are requested to obtain the same. The procedure for obtaining DSCs is detailed in the “Seller Manual” available on the above mentioned website.

E-procurement Tender ID: 2021_BHEL_4434

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

(i) Commercial:

Mr. Pradeep Kumar Pandit, Dy. Manager /Works Contracts, 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

(ii) Technical:

Mr. Antara Baral , Dy. Manager/NP

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

E-MAIL: antara@bhel.in

Ph. No. +91-080-22182360



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Solar Business Division, Malleswaram,
Bengaluru - 560 012

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VOLUME - I

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



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TENDER
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1.	GENERAL INFORMATION	
1.1.	Tender Reference Number :	104109
1.2.	Tender Name:	Job contract for Machining of pressed Ceramic Insulators Round for IGBT Traction Converter
1.3.	Tender System	Single Stage, Two Part Bid Part – A: Techno-Commercial & PQR Part – B: Price Bid
1.4.	Tender Type	Works Contract
1.5.	Estimated Value of Contract	Not applicable
1.6.	Duration of Contract	1 year from date of Work order.
1.7.	Qualifying Requirement	As per NIT Terms & Conditions
1.8.	Earnest Money Deposit to accompany Tender	Rs. 4472 /- in the form of a crossed Demand Draft/EFT favoring BHEL-SBD, Bengaluru. If submitted through DD, the DD in original should reach to the office of undersigned within 7 days of Part A bid opening. EXEMPTION FOR MSME / NSIC Registered bidders not applicable for this tender.
1.9.	Security Deposit	5% of the contract value
1.10.	Cost of Tender documents	NIL
1.11.	Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.12.	Pre- BID Meeting	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.13.	Last date for Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.14.	Last date for submission of tender doc	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.15.	Date and time of opening of Tender (Part-A)	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.16.	Tender Submission Place	Online at https://eprocurebhel.co.in
1.17.	Tender Opening Place	Online at https://eprocurebhel.co.in
1.18.	Dealing Officer (For any Clarifications)	Pradeep Kumar Pandit, Dy. Manager – Works Contract Cell Contact No.: 080-2218-2221 Email: pkpandit@bhel.in Hiremani B.M. Addl. General Manager – Works Contract Cell Contact No.: 080-2218-2204 Email: hiremani@bhel.in
2.	SCOPE OF WORK	
2.1.	Job contract for Machining of pressed Ceramic Insulators Round for IGBT Traction Converter .Details as per Annexure- I.	
3.	ELIGIBILITY CRITERIA	
3.1.	The Firm of contractor/independent contractor (Proprietor) should be registered and having at least three years' existence in business consecutively for the past three financial years.	
3.2.	Bidder to submit declaration for obtaining the essential license under Contract Labor (Regulation & Abolition) Act 1970 after award of work. Form-5 will be issued to successful bidder by BHEL for applying the license. Successful bidder has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract.	



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3.3.	Bidder should have independent ESI Employer code under ESI Act 1948. Photocopy of letter from ESI Corp. to establish that bidder is independently registered as an employer under ESI to be produced.
3.4.	Bidder should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952. Photocopy of letter from PF Commissioner's Office to establish that bidder is independently registered as an employer PF to be produced.
3.5.	Solvency Certificate: A Solvency Certificate from a Nationalized Bank/BHEL Consortium banks (State Bank of India, Canara Bank, Axis Bank, Bank of Baroda, Central Bank, Citi Bank N.A, Deutsche Bank**, Exim Bank, Federal Bank Limited, HDFC Bank Limited, Hong Kong and Shanghai Banking Corporation Ltd (HSBC), Indian Bank, ICICI Bank Limited, IDBI Bank Limited, Industrial Bank Limited, Indian, Overseas Bank, Kotak Mahindra Bank Limited, Punjab National Bank, RBL Bank Ltd, Standard Chartered Bank, Union Bank of India, Yes Bank Limited) should be produced regarding the tenderer's financial position. The Solvency Certificate should not be older than 12 months from the due date of Techno-commercial bid opening. Value: Rs 25,044/-
3.6.	Average Annual Financial turnover during the last 3 years ending 31 st March of the previous financial year, should be at least Rs. 75,132 incl. of GST Audited Balance sheet and profit& Loss account OR Turn over Certificate from Chartered Accountant to be enclosed for the FY 2017-18, 2018-19 & 2019-20.
3.7.	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 1,00,176 EACH (Including taxes). OR 2. Two "similar works" completed and costing not less than the amount of Rs 1,25,220 EACH (Including taxes). OR 3. One "similar work" completed and costing not less than the amount of Rs 2,00,353 (Including taxes). Bidder to submit relevant documents as proof of completion or execution of work like PO /WO with bills /invoice/work completion certificate to establish that amount of work is completed. a. The term "Similar works "means machining work for green ceramic machining in industry application. 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.
3.8.	The qualified vendor should be capable of supplying 200 nos. of machined quantity per week when BHEL is in needs (Yes OR No indicated by bidder)
3.9.	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.
3.10.	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.
3.11.	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.
3.12.	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 tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
3.13.	For the works which are continuous in nature, and which require regular interaction and monitoring, the bidder shall have an Office/Establishment in Bengaluru. Absence of such an arrangement may lead to disqualification of the Tenderer.



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3.14.	Start-ups registered with DIPP are exempt to fulfill the criteria of minimum turnover and minimum years of experience.
4.	PRICE VARIATION CLAUSE: Not Applicable
5.	<u>PAYMENT TERMS</u>
5.1.	Payment will be released after 45 days of acceptance of the material, subject to final acceptance of the machined product by user department of BHEL SBD.
5.2.	Payment by BHEL will be made through NEFT only
5.3.	GST will be reimbursed to the contractor after the contractor pays GST, files return and submits a proof of the same to BHEL. GST TDS will be done @ 2%. Income Tax TDS will be done if applicable.
6	Annexures
6.1	Detailed Scope of Work – Annexure I
6.2	Techno-commercial Bid Application – Annexure II
6.3	Bidder Information – Annexure III
6.4	Qualification Requirement – Annexure IV
6.5	Declaration by Bidder-I – Annexure V
6.6	Declaration by Bidder-II – Annexure VI
6.7	Unpriced BID and HSN / SAC Codes - Annexure VII
6.8	Deviation Sheet- Annexure VIII
6.9	Drawings- Annexure IX (Last 3 pg. of Vol. I Part –A)



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ANNEXURE – I SCOPE OF WORK

Job contract for Machining of pressed Ceramic Insulators Round for IGBT Traction Converter

Machining of Green Pressed Ceramic Insulators Round as per given dimensions:

Sl. No.	Item	Drawing No.	Quantity (in Nos)
1	Insulator Round 30-2XM6 Female	3 987 60 00400	3445
2	Insulator Round 36-M8 Male-Female	3 987 60 00500	383
3	Insulator Round 60-2XM10 Female	3 987 60 00600	2297

General Terms: -

1. Cutting and Turning of ceramic Insulator Round should be as per mentioned dimensions and within the tolerances given per the attached Drawing.
2. Vendor should ensure that there is no chipping, burrs or cracks or any other damage in the item.
3. All tools and Fixture to be arranged by the Vendor.
4. The sub-contractor has to collect the material from BHEL EPD & bring back at his own cost.
5. The items are to be packed suitably to ensure that there is no damage to the items after turning during transportation.
6. The items will be measured and checked at BHEL premises. Payments will not be made for items that are rejected for dimensional and other defects in attributable to bad workmanship.
7. 20% variation on the total quantity may be expected.
8. BHEL will issue the material as and when required.
9. Scope will be distributed as per below Terms and Conditions:

Terms & Conditions:

- I. Interested contractor should be submitted quote for machining for all the three variants i) Insulator Round 30-2XM6 Female, ii) Insulator Round 36_M8 Male-Female and together.
- II. L-1 will be evaluated on the basis of overall value of the contract.
- III. The contract for machining will be distributed between L-1 & L-2 bidders in the ratio of 60:40 provided the L-2 bidder accepts the counter offer of L-1 price.
- IV. If non-acceptance of L-1 price by L-2, then the L-1 bidder will be awarded the quantity in 100%.
- V. L-1 party who has been awarded 60% quantity of the total contract (as per sl no.3), in case fails to execute the order of remaining order quantity for the entire contract will be offered to L-2 bidder (subject to acceptance of L-1 price).
- VI. L-2 party who has been awarded 40% quantity of the total contract (as per sl no.3), in case fails to execute the order of remaining order quantity for the entire contract will be offered to L-1 bidder.



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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 **Job contract for Machining of pressed Ceramic Insulators Round for IGBT Traction Converter. Tender Ref. No. 104109**

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 3.11	
	Relative 1	
	Relative 2	
	Relative 3	



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ANNEXURE – IV: QUALIFICATION REQUIREMENTS

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)	Whether proof / document enclosed (YES / NO)
1	Bidder's firm should be registered and should have at least three years' existence in business consecutively for the past three financial years. (Cl 3.1)		
2	Declaration for Labor License submitted (Cl. 3.2)		
2	ESI Registration No. Clause 3.3		
3	PF Registration No. Clause 3.4		
4	Average turnover of last 3 years - Clause 3.6		
5	Relevant Work Experience as per Clause 3.7 – 1		
	Relevant Work Experience – 2		
	Relevant Work Experience – 3		
6	PAN No. - Clause 3.9		
7	Compliance of cl. No. 3.8		
8	GST Registration Number		
9	EMD Details (DD No., Amount, Date & Bank)		



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ANNEXURE – V: 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	
4	I have understood and accepted the payment terms of BHEL as per Cl.5	
5	I am responsible for the safety of workmen deployed and agree to fulfil the requirements as per tender terms	
6	I have understood the LD clause mentioned in this tender and submit my agreement for the same.	
7	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.	
8	I have carefully read the Tender Terms and Conditions and I submit my agreement for the same.	



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ANNEXURE – VI, 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 :



BHARAT HEAVY ELECTRICALS LIMITED
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ANNEXURE-VII UNPRICE BID FORMATE

Sl. No.	Item	Drawing No.	Quantity (in Nos)	Percentage Allocation	HSN / SAC Code
1	Insulator Round 30- 2XM6 Female	3 987 60 00400	3445	32.1994	To be filled by bidder
2	Insulator Round 36- M8 Male-Female	3 987 60 00500	383	5.6523	
3	Insulator Round 60- 2XM10 Female	3 987 60 00600	2297	62.1483	
Lump sum (Basic in Rs)				To be quoted by bidder	
GST (age%)				To be quoted by bidder	
GST (Value)				Auto calculated	
Grand Total Including GST				Auto calculated	
Landed cost to BHEL after GST credit				Auto calculated	

Note:

- 1.Bidder to fill the Price Bid online only on the Price Bid (Lump sum Basic & GST to be filled) provided on <https://eprocurebhel.co.in> . Do not fill any rates in this format. Write “Quoted”.
- 2.Bidder to indicate SAC / HSN Code.

[Signature with Name & seal of the Tenderer]



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ANNEXURE VIII: DEVIATION SHEET

SI No.	Volume	Part/Clause SI 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.

FIRST ANGLE PROJECTION

ALL DIMENSIONS ARE IN mm.

REV
DRG No.

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REF. DRG. No.

SIGN AND DATE

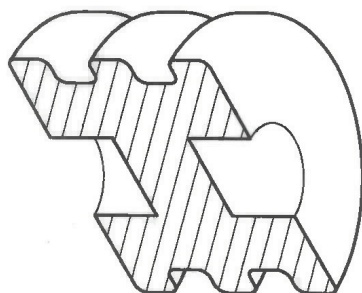
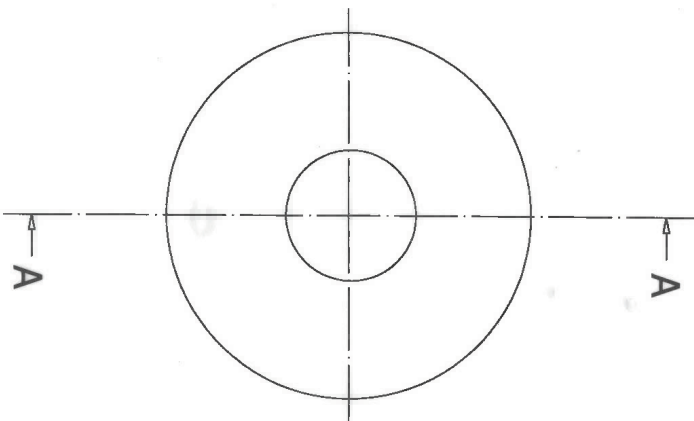
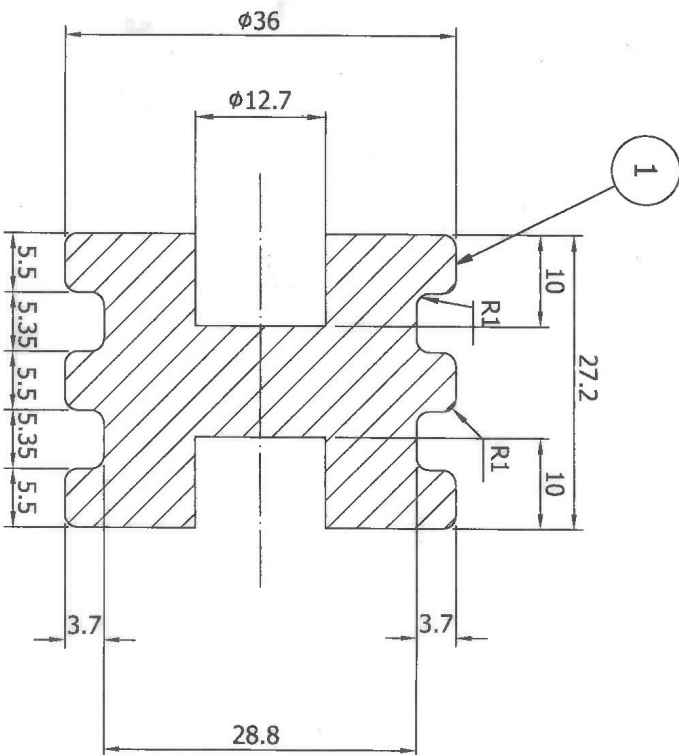
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DATE
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CHECKED

REV
DATE
ALTERED
CHECKED

REV
DATE
ALTERED
CHECKED

VIEW A-A



TECHNICAL DATA

1. MATERIAL: 96%ALUMINA
DIMENSIONAL TOLERANCE: ± 0.1 mm

SL No.	DESCRIPTION	SPECIFICATION	PART NO.	QTY.
1	INSULATOR	96% ALUMINA		1

TABLE - 1

NAME OF CUSTOMER/PROJECT



BHARAT HEAVY ELECTRICALS LTD.,
ELECTROPORCELAINS DIVISION
BANGALORE - 560 012

DRN	NAME	SIGN	DATE
CHD	DHANUSH		19.12.17
APPD	Antara Baral		19.12.17
APPD	K S Ravishanker		19.12.17

DEPT
CODE
GRADE OF
TOL DIM
C/M/F

SCALE
N.T.S

WEIGHT (gms)
47.0
(Approx)

REF TO ASSY.DRG
3 987 60 00100

ITEM No.
No. OF
ITEMS

TITLE
GREEN MACHINING DIMENSION OF 30-2X46
FEMALE

CARD
CODE
3 987 60 00400

DRAWING NO.
3 987 60 00400

SUPERSEDES DRG. No.

SH1.24 SIZE A3 420 x 297

DRG No.

REV

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REF. DRG. No.

SIGN AND DATE

INVENTORY No.

REV
DATEALTERED
CHECKED

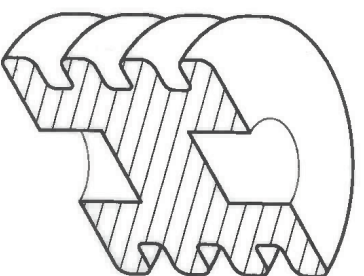
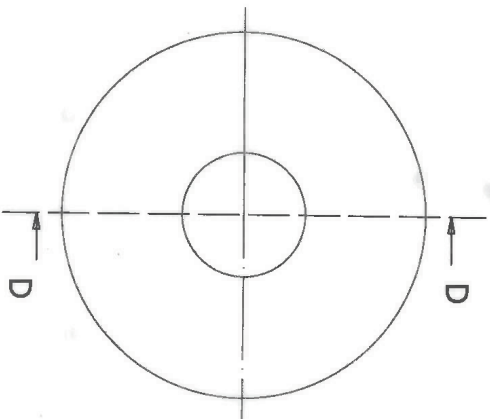
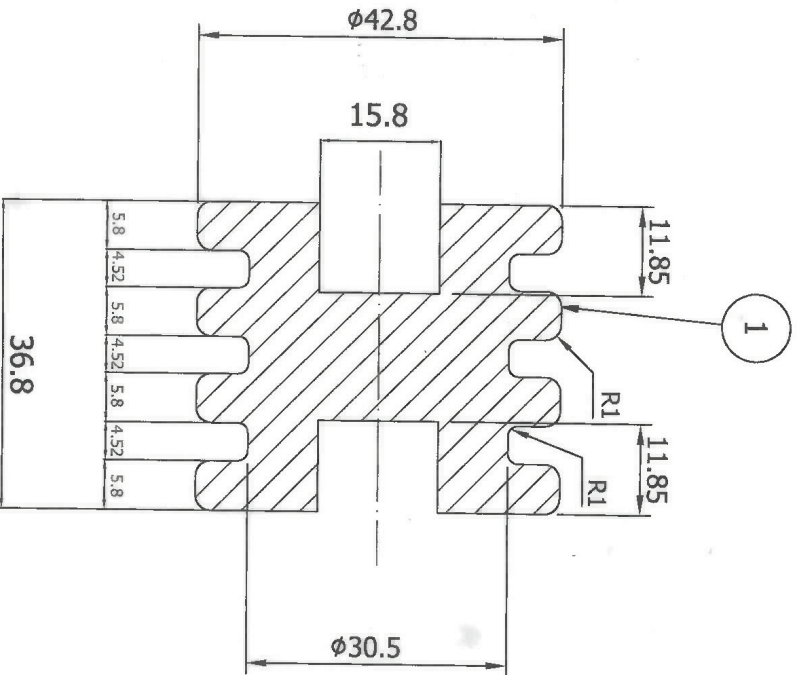
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DATE

ALTERED
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DATE

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CHECKED

TECHNICAL DATA

1. MATERIAL: 96% ALUMINA
DIMENSIONAL TOLERANCE: ± 0.1 mm

SL No.	DESCRIPTION	SPECIFICATION	PART NO.	QTY.
1	INSULATOR	96% ALUMINA		1

TABLE - 1

NAME OF CUSTOMER/PROJECT



BHARAT HEAVY ELECTRICALS LTD.,
ELECTROPORCELAIN DIVISION
BANGALORE - 560 012

NAME	SIGN	DATE
DRN DHANUSH		19.12.17
CHD Antara Baral		19.12.17
APPD K S Ravahankar		19.12.17

DEPT CODE	GRADE OF TOL DIM C/M/F	SCALE N.T.S	WEIGHT (gms) (Approx)	REF TO ASSY. DRG	ITEM No.	No. OF ITEMS
			87.0	3 987 60 00200		

TITLE
GREEN MACHINING DIMENSION OF 36-M8 MALE

FEMALE

DRAWING NO.	REV.
3 987 60 00500	

SHEET No. No. OF SHEETS

SUPERSEDES DRG. No.

SHT. 24 SIZE A3 420 x 297

REV
DRG No.

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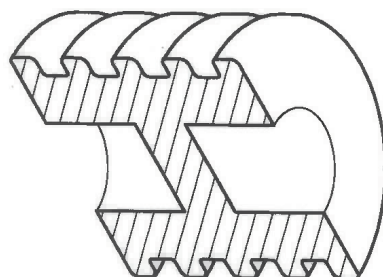
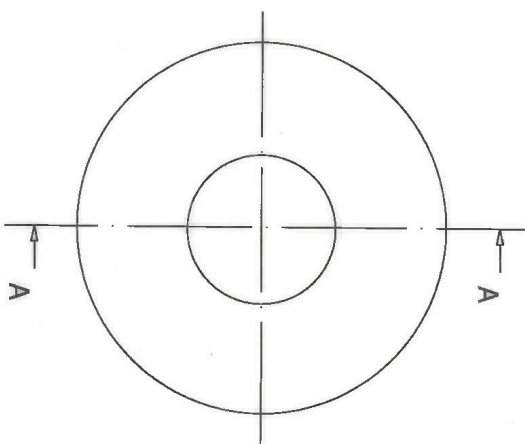
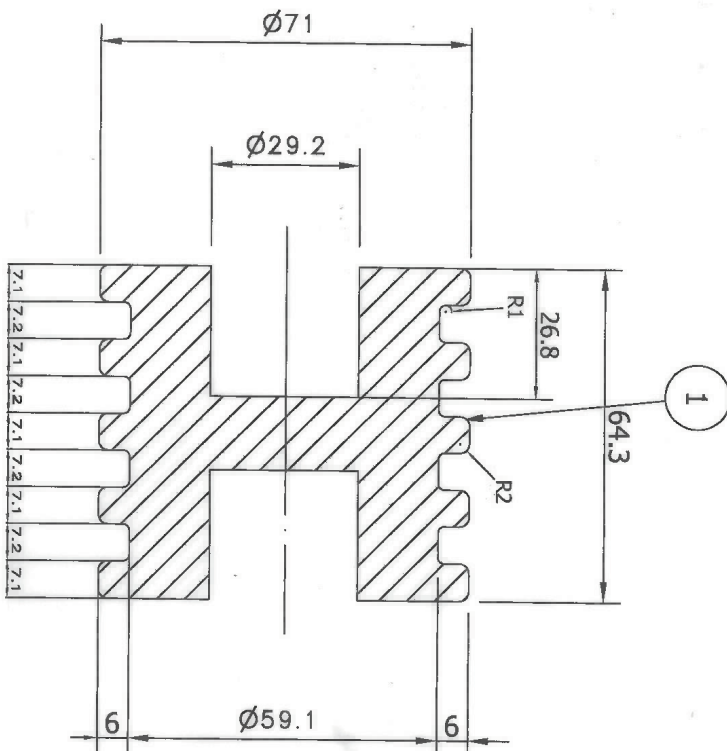
REF. DRG. No.

SIGN AND DATE

INVENTORY No.

REV
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DATE
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VIEW A-A



TECHNICAL DATA

1. MATERIAL: 96% ALUMINA

DIMENSIONAL TOLERANCE: $\pm 0.1\text{mm}$

Item No.	DESCRIPTION	SPECIFICATION	PART NO.	QTY.
1	INSULATOR	96% ALUMINA		1

TABLE-1

NAME OF CUSTOMER/PROJECT

BHARAT HEAVY ELECTRICALS LTD.,
ELECTROPORECEANS DIVISION
BANGALORE - 560 012

DRN	NAME	SIGN	DATE
DHANUSH			19.12.17
Antara Bardi			19.12.17
K S RAVSHANKAR			19.12.17

DEPT CODE	GRADE OF TOL DIM C/M/F	SCALE N.T.S	WEIGHT (grams) (Approx)	REF TO ASSY.DRG	ITEM No. OF ITEMS	REV.
			426.0	3 987 60 00300		

TITLE

GREEN MACHINING DIMENSION OF
60-2XM10 FEMALECARD CODE
3 987 60 00600

DRAWING No.

SHEET No.

No. OF SHEETS



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TENDER DOCUMENT

PART – A

VOLUME - II

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1.	INSTRUCTION TO BIDDER
1.1.	<p>Tender is a two part bid system. The tender documents consist of Part – A (Vol-I&II) and Part - B as detailed below:</p> <ol style="list-style-type: none"> Part 'A': Techno-commercial Bid duly sealed and signed to be uploaded at the web-portal (https://eprocurebhel.co.in) on or before the due date. Part 'B': Price Bid to be quoted in prescribed format available on web portal (https://eprocurebhel.co.in) on or before the due date.
1.2.	<p>Envelope 1: Techno-Commercial Offer</p> <ol style="list-style-type: none"> Documents to be uploaded in Envelope 1: <ol style="list-style-type: none"> Earnest Money Deposit (EMD) either in the form of DD or UTR Number (if paid through EFT) at the space provided. Duly completed tender documents volume-I 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. Duly completed tender documents volume II sign and Sealed. Each and every page of tender documents should be sealed & signed by the tenderer Any other documents as per Tender requirements. The tenderer shall not indicate the price or rate in this Envelope. <p>Envelope 2: Part 'B': Online Price-Bid.</p> <ol style="list-style-type: none"> TO be submitted online.
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 online initial sealed bid auction at a later date for which eligible vendors will be intimated in due course.
1.5.	The tender forms 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.	<p>Tender documents consisting of Part 'A' Volume I & II duly sealed and signed and Part 'B' shall be uploaded duly on or before the said Date and Time.</p> <p>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. Bidders who qualify the PQR & Techno-commercial Bid will be intimated to participate in R.A.</p>
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 - The tenderers are required to submit their quotation for all the items listed in the Price Bid format



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	given along with the tender documents. The price should be quoted for each activity after careful study of the actual job requirement 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.	The rates shall include the payments on account of Employee contribution to PF, PF Admin. Charges, EDLI, Employer contribution to ESI, Gratuity, Bonus as per statutory requirement, applicable taxes, as per the directives issued by BHEL from time to time.
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.	Successful tenderers shall enter into an Agreement on a non-judicial stamp paper of Rs.100/- as a token of having accepted the rates, terms and conditions of the contract as per the Proforma given by BHEL.
1.18.	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.
1.19.	Tenders not submitted in the prescribed forms are liable for rejection.
1.20.	BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
1.21.	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.
1.22.	If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
1.23.	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.
1.24.	Evaluation of Bids
1.25.	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 .
1.26.	Evaluation of Price-Bids: <ol style="list-style-type: none"> 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) 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.
2.	EARNEST MONEY DEPOSIT (EMD):
2.1.	<p>Earnest Money Deposit (EMD) is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.</p> <p>Earnest Money Deposit as indicated in the NIT (Ref. General Information) is to be submitted along with tender documents Part – A.</p>
2.2.	Modes of deposit The EMD may be accepted only in the following forms:



	<p>(i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)</p> <p>(ii) Electronic Fund Transfer credited in BHEL account (before tender opening)</p> <p>(iii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)</p> <p>In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.</p>
2.3.	<p>Forfeiture of EMD</p> <p>EMD by the Tenderer will be forfeited as per NIT conditions, if:</p> <p>i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.</p> <p>ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.</p>
2.4.	EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
2.5.	EMD shall not carry any interest.
2.6.	EMD of successful tenderer will be retained as part of Security Deposit.
3.	SECURITY DEPOSIT (SD) :
3.1.	Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
3.2.	The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
3.3.	<p>Modes of deposit:</p> <p>The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:</p> <ol style="list-style-type: none"> Cash (as permissible under the extant Income Tax Act) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p>
3.4.	<p>Collection of Security:</p> <p>At least 50% of the required Security Deposit, including the EMD should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.</p> <p>If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.</p>
3.5.	Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the



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	contract.
3.6.	The Security Deposit shall not carry any interest.
4.	NON DISCLOSURE AGREEMENT. The contractor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format (Copy enclosed as per Format 20.3) 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 comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979, Employees Compensation Act (...), Maternity Benefit Act 1961, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The contractor, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
6.2.	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.
6.3.	The contractor shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
6.4.	The contractor shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred.
6.5.	The Income tax as applicable will be deducted from the bill of the contractor.
6.6.	COMPLAINCE WITH BOCW ACT: NA
7.	Manpower: NA
8.	PERIOD OF CONTRACT
8.1.	Duration of contract is as mentioned in the General Information of NIT.
8.2.	The contract shall be, initially, for the period as mentioned in NIT – General Information from the date of award of contract.
8.3.	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.
9.	FAILURE TO COMPLY WITH CONTRACT
9.1.	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.
9.2.	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.
9.3.	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.



10.	SUB-CONTRACTING
10.1.	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.
11.	LAWS GOVERNING THE CONTRACT
11.1.	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.
11.2.	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.
11.3.	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.
12.	LEGAL JURISDICTION:
12.1.	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.
13.	DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR: Works to be carry out as per SCOPE and NIT Terms and conditions
13.1.	CARTEL FORMATION: 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.
14.	ARBITRATION & CONCILIATION:
14.1.	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.
14.2.	The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties
14.3.	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.
14.4.	The cost of arbitration shall be borne as per the award of the Arbitrator.
14.5.	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.
14.6.	Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
15.	COMPENSATION:
15.1.	“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



	<p>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.</p> <p>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 provision to Section 2 (I) of the Employee's Compensation Act, 1923."</p>
16	PENALTY/ LD FOR DELAYED DELIVERY:
16.1	<p>BHEL RESERVES THE RIGHT TO RECOVER FROM THE CONTRACTOR, AS AGREED LIQUIDATED DAMAGES AND NOT BY WAY OF PENALTY, A SUM EQUIVALENT TO HALF (½) 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.</p> <p>Applicability of LD: If the delivery by the vendor is delayed beyond 45 days from the date the material is drawn from BHEL EPD premises.</p>
17	CONCILIATION CLAUSE – Annexure IA
18	MAKE IN INDIA CLAUSE
	<p>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.</p> <p>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 .</p>
19	FORMATS
19.1	Third Party Non-Disclosure Agreement (NDA) format
20.2	EFT Format



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



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:
- On the date of signing of the Settlement agreement by the Parties; or,
 - 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,
 - 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,
 - 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,
 - 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
	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:
- 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.
- 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.



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

**TENDER
DOCUMENT
(PART – A)
Vol II**

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.



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

**TENDER
DOCUMENT
(PART – A)
Vol II**

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



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

**TENDER
DOCUMENT
(PART – A)
Vol II**

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: 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.



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

TENDER
DOCUMENT
(PART – A)
Vol II

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.



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

TENDER
DOCUMENT
(PART – A)
Vol II

Format for E-payment

To:

AGM (Finance)

BHEL-EPD/ Bengaluru

Opp. Indian Institute of Science

Prof. CNR Rao Circle

Bengaluru – 560093

Subject: E-payments vide RTGS/ NEFT.

I/ We request and authorize you to effect E-payment vide any two modes to my/ our bank account as per the details given below:

Vendor Name :

Title/ Name of Account in the bank :

Account Type (Saving/ Current) :

Bank Account Number :

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Name and address of bank :

Bank/ Branch contact person name :

Bank. Branch phone numbers with STD code :

Bank Branch MICR code :

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Bank Branch RTGS IFSC code :

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Bank Branch NEFT IFSC code :

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Your E-mail address :

Name of the Authorized Signatory :

Contact person Name :

I/ We confirm that information provided above is correct & any consequences due to any mistake in above will be borne by us.

Thanking you,

For

(Authorized Signatory)

We confirm that we are enabled for receiving RTGS/ NEFT credits and we further confirm that the account number of (please mention here the name of account holder) _____, the signature of the Authorized Signatory and MICR and IFSC codes of our branch mentioned above are correct.

Bank's Verification

(Manager's/ Officer's signature under bank stamp)

Note: Please attach cancelled original cheque leaf.