



**e-TENDER FOR PROCUREMENT, SUPPLY AND
COMMISSIONING OF 04 NOS. HEAVY DUTY DIRECT
CIRCULATION ROTARY RIGS OF 500 METER WELL
CONSTRUCTION CAPACITY**

Issued by:

**Bharat Heavy Electricals Limited, RC Puram Hyderabad, India having registered office at
BHEL House, Siri Fort New Delhi-110049 and
also office at
Industry Sector, 6th floor, Integrated Office Complex, Lodhi Road,
NEW DELHI-110 003 (hereinafter referred to as 'BHEL') INDIA**



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All information contained in this document provided / clarified are in good interest and faith. The information contained in this document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of BHEL, is provided on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

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The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BHEL or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the Bidder and BHEL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the bid, regardless of the conduct or outcome of the tender.



**PROCUREMENT, SUPPLY AND COMMISSIONING OF 04 NOS. HEAVY DUTY
DIRECTCIRCULATION ROTARY RIGS OF 500 METER WELL CONSTRUCTION
CAPACITY**

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SECTION-I

GENERAL REQUIREMENTS, PRE-QUALIFICATION REQUIREMENT & BIDDER SCOPE OF WORK



ABOUT BHEL

Bharat Heavy Electricals Limited (BHEL) is a Central Public Sector Enterprise, wherein Government of India is holding 63.06% of its equity. It is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing companies of its kind in India having a turnover of about USD ~4 billion. The company is engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable Energy, Oil & Gas and aerospace & Defense with over 180 product offerings to meet the needs of these sectors.

Since its inception in 1964, BHEL has been the solid bedrock of evolution of India's Heavy Electrical Equipment industry. BHEL has a mammoth 20,000 MW per annum capability for manufacturing of power generation equipment. A widespread network of 16 manufacturing units, 2 repair units, 4 regional offices, 8 service centers, 4 overseas offices, 15 regional marketing centers corroborates the humongous scale and size of its operations. BHEL has extensive steel and aluminum fabrication facilities.

BHEL also has extensive experience in executing EPC projects in power plants and other industrial sectors. BHEL supplied equipment account for 60% of India's power generation, with an global installed capacity base of 185 GW (coal, lignite, nuclear, solar, hydro). BHEL has also served several overseas customers, with a global footprint in over 83 countries.

The high level of quality & reliability of BHEL products is a testimony to its adherence to international standards by acquiring and adapting some of the best technologies from leading companies in the world including General Electric, Siemens AG, Mitsubishi Heavy Industries Ltd. etc., together with technologies developed in its own R&D centers. BHEL invests more than 2.5% of turnover on R&D and innovation.

Experience of BHEL in Rigs Business :

At present, Oil rig equipment are being manufactured at two manufacturing facilities of BHEL situated at Hyderabad & Bhopal wherein mechanical equipment & fabrication work is carried out by Hyderabad and electrical equipment including motors & generators are manufactured at Bhopal. Complete assembly and testing of Oil Rig is carried out at the Rig-up yard facility at BHEL Hyderabad.

BHEL has established itself as an Original Equipment Manufacturer that designs, manufactures and services various types of AC SCR & AC VFD onshore Oil drilling rigs, mobile rigs and work over rigs. For over 3 decades, BHEL has supplied over 90 Oil rigs and has carried out refurbishment and up gradation of more than 40 rigs so far. Key offerings of BHEL include Onshore deep drilling rigs up to a depth of 9000 meters, Mobile rigs up to a depth of 3000 meters, Work-over rigs up to a well –depth of 6100 meters, Onshore drilling rig equipment like draw-works, rotary-table, travelling blocks, swivel, mast & substructure, mud-systems and rig electrics (SCR house, MCC house, cable interconnection package, DG Sets etc).

More details about the entire range of BHEL's products and operations can be obtained by visiting our web site www.bhel.com.



PURPOSE

- i. This tender is issued specifically to address 04 NOS. HEAVY DUTY DIRECT CIRCULATION ROTARY RIGS OF 500 METER WELL CONSTRUCTION CAPACITY requirement from M/S WAPCOS Limited. The requirement covered in this tender is for 4 rig equipment & services.
- ii. BHEL intends to offer complete rig package to M/S WAPCOS, with a Pre-bid tie-up (MoU) finalized against this tender or as suited to BHEL.
- iii. The intent of this Tender is to invite applications from interested organizations/ companies who are willing to work with BHEL as per the broad scope and detailed technical specifications (Refer Section-II).
- iv. Bidder(s) shall submit their bids in two parts i.e. Part-I (Documentation for Prequalification & Techno-commercial bid) & Part-II (Price bid) within the due date for bid submission.
- v. BHEL shall open Bid part-I (in camera). BHEL shall shortlist the bidder(s) who meet the PQR & Techno-commercial requirement (Part-1 bid) for the intended Pre-bid tie-up.
- vi. BHEL shall evaluate Techno-commercial offers and may seek further clarifications on the bids submitted. After final evaluation of Part-I bids by BHEL, Part-II Price bids shall be opened in camera only of the bidders whose Part-I bids are found to be meeting BHEL tender requirements.
- vii. BHEL shall enter into MoU / agreement valid for a period of 2 (two) years with the finally selected party (L1 bidder for the complete package). MoU / agreement shall be limited to specific tender from M/S WAPCOS for which this tender is being issued. Validity of MoU may be extended beyond 2 (two) years till the completion of M/S WAPCOS Contract with BHEL.

GENERAL INSTRUCTION TO BIDDERS:

- i. Bidders to prepare and submit the bids as per procedure given in Section-2 (ITB).
- ii. The details submitted by the bidders(s) shall be complete in all respects and BHEL may seek clarifications/additional information as considered necessary. Such clarifications / additional information must be provided within 5 days of BHEL request.
- iii. Any request for further information or clarification on the tender document may be submitted within 5 days from date of issue of tender.
- iv. Responses to tender are to be submitted in English only. Supporting documents, as required, should also be in English language. In case of some documents being available in languages other than English, the bidder shall necessarily provide duly authenticated translated version of the same in English.
- v. Duly authorized representative of the bidder(s) shall sign on each page of the bid document.
- vi. Notwithstanding anything contained in this tender document, BHEL reserves the right to accept or reject any bid and to annul the tender Process in whole or part, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- vii. BHEL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender. Any such verification or lack of such verification by BHEL shall not relieve the Bidder of his obligations or liabilities hereunder nor will it affect any rights of BHEL.
- viii. Bidders banned by BHEL are requested not to submit bids as their bids shall not be considered for evaluation. Also, bids from the bidders who takes the products/services of such banned firms shall not be considered for evaluation. Lists of such banned firms is



- available on BHEL.
- ix. All costs incurred for participation in the tender shall be borne by the respective Bidder.
 - x. Within 30 days of signing of MoU with pre-bid partner, 1% of the value of MoU shall be taken from the Pre-bid partner as bid bond in the form of Bank Guarantee or security deposit etc.
 - xi. BHEL shall place PO on the successful bidder after entering into MoU and receipt of order / contract from M/S WAPCOS. BHEL PO quantity for the rig equipment shall be for the order received by BHEL from M/S WAPCOS.
 - xii. Bidder may submit their application (along with supporting documents for Bid Part-I, Part-II by Post/Email at the following address:

The Purchase Officer / CMM
Vendor Complex
Purchase Co-Ordination Cell
Bharat Heavy Electricals Limited
R.C.Puram, Hyderabad Pincode – 502032 India.
Email: Part-1: technicalbid_hyd@bhel.in
Part-2: pricebid_hyd@bhel.in
Phone: +91 40 23185290 (office), +91 9490746965 (mobile)

PRE-QUALIFICATION REQUIREMENT (PQR)

The prospective pre-bid partner must meet all the following pre-qualification requirement (PQR) supported with relevant documents/ credentials/ certificates for further consideration

Technical:

- i. The bidder (manufacturer or principal or authorized representative – herein after referred simply as 'The bidder) should have minimum 03 years' experience of regularly manufacturing and supplying of Heavy Duty Direct Circulation Rotary Rigs/Heavy Duty DTH cum Rotary Rig capable of drilling to minimum depth of 300 Meter or higher specifications.

Bidder's Response (meeting the above criteria): Yes/ No.

Supporting document attached: Yes/ No

- ii. The bidder should have manufactured and supplied at least **01 (One) no.** of the Direct Rotary Rig or DTH Cum Rotary Rig, of minimum capacity 300m depth in last 10 (Ten) years ending **last day of submission of tender** and at least 01 (One) number of Direct Circulation Rig/DTH Cum Rotary Rig of minimum 300m capacity should be in successful operation for at least 01 (One) year on the date of bid opening.

Bidder's Response (meeting the above criteria): Yes/ No.

Supporting document attached: Yes/ No



Financial:

Bidder must meet following financial parameters:

- i. Bidder's average net worth (Paid up share capital + Reserves) should be positive based on latest audited accounts for the last three consecutive financial year ending on 31st March (for financial years 2017-18, 2018-19, 2019-20) or 31st Dec (for financial years 2018, 2019, 2020) as applicable for the Bidder.
- ii. Bidder to submit last three consecutive year's (2017-18, 2018-19, 2019-20 for financial year ending on 31st March **OR** 2018, 2019, 2020 for financial year ending on 31st Dec) Balance sheet/D&B report including the profit and loss account and net worth duly audited by a Chartered Accountant

Undertakings to be submitted along with Bid Part-1

- i. Bidders to whom with BHEL will enter into MoU/agreement shall not directly participate in the tender issued by M/s WAPCOS.
- ii. Offered equipment shall be brand new, unused, of recent manufacture, not manufactured from recycled steel and free from any manufacturing defect.
- iii. The bidder shall provide schedule of activities for completing the delivery and third party inspection of rig equipment within 15 days from the date of LOA/PO.
- iv. The bidder shall provide Spares for 15 years (from date of successful commissioning) for the specified equipment being supplied under the contract thru BHEL.
- v. Bidder shall undertake assembling / installation and commissioning of supplied equipment in India at BHEL Hyderabad works and at the rig locations to the satisfaction of M/s BHEL & M/s WAPCOS.
- vi. Bidder shall undertake training for Operation & Maintenance personnel.



BIDDER SHALL PROVIDE/SUPPLY/COMMISSION FOLLOWING EQUIPMENT:

Supply of following rig equipment as per Technical specification in Section-II:

1. Supply of Mud pump and prime movers including torque converters
2. Supply of Hydraulic System
3. Supply of Air compressor
4. Supply of all controls
5. Supply of carrier/mountings
6. Supply of Truck mounted Hydraulic crane
7. Supply of Levelling Jacks
8. Supply of Lighting arrangements
9. Supply of Rig accessories and equipment to be offered with each unit as per list (Annexure-A) and with the API stipulations and all the miscellaneous equipment to be supplied as mentioned in Sl No. 18 of Technical specification.
10. Spare parts list for all equipment for trouble free operation of rig for fifteen years to be provided, IF APPLICABLE, and the same will **not** be considered for price bid evaluation
11. Air screw compressor as per serial No. 20 of Technical specification and Truck mounted Air compressor.
12. Filling up of total technical questionnaire
13. Commissioning support at BHEL Hyderabad.
14. Erection, Commissioning & Field testing of Rig at customer site. All commissioning materials, labour, tools and plant and services including transportation of all men, machinery & material to drill site from location of supply of material for accomplishing all the features of the works detailed above shall be provided by the bidder.
15. Operational and maintenance training to rig crew members.
16. On-the-job training to the drilling crew in operation and maintenance of rig unit by drilling/constructing at least two successful wells by each rig unit



SECTION II

TECHNICAL SPECIFICATION, QUESTIONNAIRE & DELIVERY SCHEDULE

SECTION -II
TECHNICAL SPECIFICATION
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S. No.	TITLE OF CLAUSE
1.	TECHNICAL SPECIFICATIONS
2	TECHNICAL QUESTIONNAIRE
3	DELIVERY SCHEDULE

1. TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION FOR PROCUREMENT, SUPPLY AND COMMISSIONING OF HEAVY DUTY DIRECT CIRCULATION ROTARY RIGS OF 500 METER WELL CONSTRUCTION CAPACITY

Direct circulation heavy duty rotary drilling rig of rugged construction suitable for drilling in hard, abrasive, alluvial soils - comprising thick layers of hard clays, sands, pebbles, and gravels.

The rig should be a two-truck, self-propelled portable unit.

S. No.	Particulars	Functional Requirements	BIDDER SCOPE/BHEL SCOPE
1.	The rig should		
	A. be capable of pilot hole drilling	(a) of minimum 215.9 mm (8.5 in) diameter hole up to a depth of 500 m	All the equipment shall be designed considering these end customer requirements. For information.
	B. be capable of hole enlargement by reaming	(a) of minimum 444.5 mm (17.5 in) diameter up to a depth of 500 m, and	
	C. have a hook load capacity	(a) of not less than 550 kN with the travelling block	
2.	Mast Assembly	(a) Mast should be in two parts to facilitate easy maneuverability during transportation. (b) Mast should be designed and fabricated to carry safely all loads which may occur in actual operations. The gross mast load handling capacity should not be less than 680 kN. (c) Mast should have a clear working height i.e. not less than 14 m to facilitate utmost convenience during drilling operations, lowering of assembly in 7.5 m length and trip-out in stacks of two drill pipes diameter ranging from 50 mm to 300 mm (d) Mast should be raised and lowered by two double acting hydraulic cylinders equipped with safety devices. (e) Mast should have built in channel guide tracks for retracting of rotary swivel off central line of borehole during lowering of assembly. (f) The mast should be provided with weather proof LED lighting arrangements sufficient for night operations. (g) The material used in fabrication of mast should confirm to minimum requirements of latest versions of IS: 226-1975 and/ or IS: 1161-1979 and/ or IS: 3601-1984. (h) Ladder for climbing the mast shall be provided.	BHEL SCOPE OF DESIGN AND MANUFACTURING. BIDDER TO REVIEW M&SS DRAWINGS TO SUIT THE CARRIER REQUIREMENTS/DIMENSIONS
3.	Crown Block/ Travelling Blocks	(a) Crown block should be constructed with heavy structural steel frame electrically welded and accommodate two six-part triple sheaves traveling blocks, sand-line sheave and auxiliary line sheave. (a) The hook providing connection between travelling block and swivel should be designed to handle with safety the complete drill string/ casing assembly with a minimum factor of safety of two.	BHEL SCOPE OF DESIGN AND MANUFACTURING

4.	Swivel/ Kelly/ Drive Bushing	(a) The swivel should have a static load capacity not less than 440 kN. It should have 114.3 mm (4-1/2 in) Reg LH pin connections. The fluid course of swivel should not be less than 76.2 mm (3 in) diameter. (b) Suitable arrangement should be provided to connect both the mud pumps simultaneously. (c) Suitable sub shall be provided for joining Swivel and Kelly upper end (d) The Kelly should be 108 mm (4.25 in) square 8.535 m (28 feet) long, single construction, having 114.3 mm (4-1/2 in) Reg LH upper box connection and NC 46 lower pin connection. The material and construction should be as per API standards i.e. made of AISI 4145 H modified fully heat treated alloy steel with a Brinell hardness range of 285 to 341. (e) Four number Kelly saver sub made of AISI 4145H modified fully heat treated alloy steel with a Brinell hardness range of 285 to 341 should be provided. (f) Clamps for holding Kelly during transportation should be provided on themast. (g) two number Kelly drive bushing suitable for above Kelly should be provided.	BHEL SCOPE OF DESIGN AND MANUFACTURING
5.	Draw-works	(a) The rig should be provided with heavy-duty triple drum draw works for drilling, hoisting, and sand-reel lines. Both the drilling and the hoisting drums should be equipped with LeBus Grooving System, replaceable brake drum flanges, heavy duty self-energizing type double brakes, and adequate size of air clutches. (b) The bare drum single line pull on both the drilling and hoisting drums should not be less than 85 kN and wire rope of adequate diameter and length should be provided for use with triple sheave (six part line) travelling blocks (c) The sand-line drum should be provided with suitable brakes and adequatesize of air clutch. (d) The bare drum single line pull on sand line drum should not be less than 30 kN and wire rope of adequate diameter and length should be provided. (e) hydromantic brake of suitable capacity along with accessories should be provided for smooth lowering of assembly pipes with combination of various diameter ranging from 150 mm to 250 mm upto 500m depth.	BHEL SCOPE OF DESIGN AND MANUFACTURING
6.	Rotary Table	(a) Rotary table should be of heavy duty, fully enclosed oil bath type confirmingto IS12090 Standard and IS7206 or API standard (b) Rotary table should have an opening of not less than 444.5 mm (17.5 in) for setting of casing pipes. Two set of bushes for each size should be provided for handling different sizes of casing pipes/ drilling string/tools, etc. the set comprises two halves bushes. (c) Rotary table should be of hinged/ removable/retractable type. (d) Rotary table should have a static load bearing capacity of not less than 1000kN (102 metric ton).	BHEL SCOPE OF DESIGN AND MANUFACTURING

		(e) 2 sets of each size of casing slip complete complying to API standards should be provided with inserts FOR 273 MM, 219MM, 168.3MM 114.3MM diameters. One set means total number of slips required for holding the tubular material around the full circumference of pipe (f) 2 sets of each size of slips complying to API standard for drill pipes of 88.9(3.5") mm. slips for drill collars of 158.8(6") mm and 203.2mm(8") complete with inserts should be provided. One set means total number of slips required for holding tubular material around the full circumference of pipe (g) One lifter spider bushing and rotary bushing should be provided	
8.	Mud Pump	(a) The rig should be provided with two heavy duty duplex double acting reciprocating mud pumps each having a displacement not less than 0.0123m³ (3.5 gallon) per stroke with 127 mm liner and 254 mm stroke. Minimum operating speed should not be less than one stroke per second (b) The mud pump should have adequate working pressure for drilling up to 500m depth and piston rod diameter should not be less than 38mm and should withstand max load of 6110 Kg. (c) The size of liners, stroke length, dia of piston rods, piston bore taper and other features, should be confirming to industry standards-API (d) The liners, piston and valves (disk) as a set should be of replaceable type (e) Two mud pumps should be mounted on a rig carrier with separate independent engine having sufficient reserve power for drilling to the desired depths (f) The mud pumps should have independent controls and independent clutches to operate them when required. (g) Each mud pump should be provided with liner puller, seat puller and anyother special tool required for maintenance of Mud pump. (h) Mud pumps should be complete with a mud pressure gauge, shear relief valve, liner puller, valve seat puller, pressure setting arrangements, surge chamber, rod oiler, mud mixing valve fitted to 25mm NB diax12m hose, flow lines, swivel hose with fittings, 152mmx7.5m heavy duty suction hose with strainer and foot valve, and with other special tools and accessories. (i) Components of the mud line should be designed with adequate factor of safety and minimum frictional losses.	BIDDER SCOPE OF DESIGN AND MANUFACTURING

9.	Prime Movers	(a) The drilling rig/mud pump should be powered by separate independent diesel engines of adequate power complying to latest pollution norms or above or as applicable during delivery. Prime Mover of carrier vehicle independent and should not be used for rig operation/drilling operation/mud pump. The carrier vehicle should be road worthy and should run on all terrain in Indian roads. (b) The engine(s) should be continuously rated engines conforming to IS: 10002- 1981 and shall be easily accessible for simple repairs. (c) The engine(s) should be suitable for operation in tropical climate, and have adequate reserve power for driving the rig and other components under maximum duty conditions. The engine cooling system should be suitable for operation at ambient temperatures as high as 52°C. (d) The engine(s) shall be capable of delivering an output of 10 percent in excess of its rated output for at least a period of two hours in a cycle of 24 hours. (e) The engines should be of Ashok Leyland/Cummins/Kirloskar/Mahindra/Any reputed make compliant to latest emission norms of Central pollution control board for which service and spare parts facilities are available in major cities of India i.e. within 100 Km from Consignee place. (f) The prime movers should be provided mandatorily with engine hour-meter calibrated to 1500 RPM.	BIDDER SCOPE OF DESIGN AND MANUFACTURING
10.	Transmission	(a) Drive from the power units should be through heavy duty torque converter with 5 speed power shift transmission directly coupled to power units. (b) The control should be available at driller's console.	BIDDER SCOPE OF DESIGN AND MANUFACTURING
11.	Hydraulics	(a) The rig should be provided with hydraulic system of adequate capacity for leveling jacks, mast raising cylinders, a separate hydraulic system power tong for makeup and breakout operation for loosening tools joints of drill string and provision for operation of 100 ton Hydraulic Jack through hydraulic direction control valve. A hydraulic winch of capacity not less than 15 kN may also be provided for tool handling. Hydraulic cooling system should be provided with heavy duty copper core oil cooler fitted with temperature gauge.	BIDDER SCOPE OF DESIGN AND MANUFACTURING
12.	Compressor	(a) Air compressor of adequate capacity to actuate air clutches is to be provided.	BIDDER SCOPE OF DESIGN AND MANUFACTURING

13.	Controls	(a) All the controls should be grouped together at the left rear side of the driller's station near the rotary table. The control console should be complete with instrument panel for convenient operation. Gauges for measuring mud flow line pressure shall be provided in the panel. (b) Weight indicator, with metric dial should be provided, at a convenient place at driller's console.	BIDDER SCOPE OF DESIGN AND MANUFACTURING
14.	Carrier trucks for Rig/Crane Mounting	(a) The whole system should be mounted on steel welded structures forming a solid foundation for the entire machinery and these structural constructions, in turn, should be mounted on either self-propelled road-worthy trucks of adequate capacity having sufficient wheel base not less than 6600mm, min overall length 11950 mm and Gross Weight Vehicle 35000 Kgs. To accommodate complete mast. The carriers should be heavy duty truck of reputed make suitable for off-highway use and shall conform to the latest pollution norms in India i.e. BS VI and above, whichever latest as applicable as per government of India notifications at time of supply (delivery) of rig. (b) The separate (2nd) heavy duty truck with minimum wheel base of 6000 mm and min. GVW 28000 Kgs shall be provided for mounting stiff boom crane and also should have provisions for carrying out drill rods, accessories, tools etc. (c) The carriers should have adequate ground clearance for travelling on undulating grounds. (d) The actual axel loads should be furnished and these should be within the capacities laid down by the manufacturers. (e) Walkway platforms and ladders should be provided for access to all rig components. (f) The carrier vehicle's driver cabin should be fabricated using Galvanized sheets minimum 1.651 mm (16G) for cabin body, minimum 1.24mm (18 G) at Bend portions of cabin, and Inner iron frame of driver cabin should be made of galvanized rectangle tubular structure with minimum 2mm thickness. Two number tiltable focus light (from vehicle Battery connection) should be provided on the backside top of driver cabin. The space of rear body of carrier should be effectively utilized and provision should be given to house tool box for keeping pipe wrench, chain tong, tools etc. The carrier vehicle cabin should be fabricated as per the standard with lighting arrangement. (g) Four hydraulic jacks of adequate stroke and capacity, with large pads and automatic lock checks should be provided for easy leveling of the all carrier vehicles. (h) In addition of hydraulic jacks, two number of adjustable screw jacks with large Pad fitted to chassis frame (detachable type) should also be provided in rig carrier vehicle. (i) The mounted structure on carrier vehicles should	BIDDER SCOPE OF DESIGN AND MANUFACTURING BIDDER SCOPE OF DESIGN AND MANUFACTURING

		comply with RTO rules as Applicable. All carrier vehicles should be registered under motor vehicle act on the name of each consignee as non-transport vehicle i.e. registration should clearly reflect that vehicle is mounted with Rig/crane	
14.	Hydraulic crane(truck mounted)	Stiff Boom crane with following specification shall be mounted in 2nd carrier vehicle - Lifting Moment – 12.5m - Lifting capacity – 5000 Kgs at 2.2m - Max.outreach –11.6m,with line hooks -4 nos & Boom sections—4 Nos. - Swing angle – continuous and Bom raise angle – 0 to 75 degrees - Max.Lifting height(measurement from the ground level)-13.6m - Length of Boom system retracted – 4.3m and extended – 11.9m - Rated oil flow – 35-50 LPM & Operating -25 Mpa Hydraulic crane shall have safety features such as over winding stop, emergency stop light, working light etc. Sufficient wire rope, slings/Belts, D-shackles, eye hooks of different sizes required for lifting of pipes, material etc to be provided with crane. Catalogue shall be provided.	BIDDER SCOPE OF DESIGN AND MANUFACTURING
15.	Lighting Arrangements	5 KVA silent Diesel Generator set single phase, 50 Hz, 220 Volt, AC either driven by Hydraulic motor or driven by Kirloskar/ Leyland/ Mahindra engine or reputed brand having service dealer network in major cities, should be provided.Adequate number of LED lights(minimum 50 Nos)with suitable wiring, sockets, light stands, switches should be provided on mast, rig carrier, vehicle rear platform,near the mud pump,engine,drilling control panel,derrick floor etc.Two focus lights mounted on portable frame with 30m wiring and socket should be provided. Tiltable Focus light shall be provided on top control panel, carrier vehicles cabin focusing Mast shall be provided.	BIDDER SCOPE OF DESIGN AND MANUFACTURING
16	Miscellaneous	- Each Rig should be provided with accessories and equipment's as given in section "Accessories/ equipment to be offered with each rig unit". The Accessories including drilling tools from serial 1 to 80 shall conform to API standard and should be of reputed make. - Wheel barrow trolley (minimum 100kg) for shifting gravel, shovels, crowbar, Spade, any other tools required for site preparation should be provided along with rig. - Two large lockable steel boxes should be provided on rig deck for tool storage. - Each Rig should be provided with hydraulic power tong with sufficient or Type C rotary Tong 60.3mm*273(2 3/8 " * 10 3/4")capacity to handle drill pipe/drill collar/other drill string attachment not less than	BIDDER SCOPE OF DESIGN AND MANUFACTURING

		250mm NBdia, of reputed make for make in and break out of drill string. (e) The manufacturer/ supplier may recommend any other attachment/ equipment considered necessary for safe, fast and efficient operations. (f) The manufacturer/ supplier may recommend alternative arrangements other than those specified to achieve the functional requirements. (g) Six sets of parts catalogues and operation and maintenance manuals of all components should be provided. (h) Rig should be provided with lifting arrangement to lift various sizes of pipes 25mm to 508mm (1" to 20" dia pipes), tools, accessories etc. Lifting arrangement shall include lifting nipple/sub, elevators, slings, D shackles, Heavy duty hooks with locking system. Slings with hooks and other fitting for lifting drill pipes, 6m casing pipes etc should be provided. (i) Two numbers of lifting bails should be provided for each size of drill collars for each rig. (j) Two numbers of male lifting plug- Swivel type and Two numbers of female lifting plug- Swivel type for each 88.9mm drill pipe and 127mm drill pipe should be provided. (k) Arrangement/ accessories required for disconnecting air compressor hose with air lines/ L-type discharge pipe (to be lifted to drill pipe) with provision to lower air line pipe inside the drill string for well development etc to be provided. (l) A fixed bench vice of size 200mm(8") shall be fitted at convenient location of the carrier vehicle of Rig. (m) Two portable ladders with fixing arrangement on each carrier vehicle should be made available, one in the front end and the other on the rear side of the carrier vehicles. (n) All components, rig, accessories should be painted with anti-corrosion epoxy primer paint of minimum two coats. (o) The rig should be ergonomically designed and should have all safety features for smooth operation of rig unit with minimum man power. (p) Rig should have arrangement for lifting of drill pipe and other tools/ accessories smoothly without involving any drudgery work. Any tools, fixtures etc not covered in the list of tools/accessories but required for lifting of drill pipe and other tools/ accessories, making (joining) and breaking (dismantling) operation of drill string, should be supplied without additional cost. (q) The rig unit should be completed in every respect with mountings and fittings and standard accessories which are normally supplied even not specifically detailed in the specification and in the list of accessories. The supplier shall not be eligible for payment in respect of such mountings/ fittings, fixtures and accessories are	BIDDER SCOPE OF DESIGN AND MANUFACTURING BIDDER SCOPE OF DESIGN AND MANUFACTURING
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		safe and smooth operation of the equipment. The contractor shall be responsible for the completeness of the equipment and for satisfactory working of the same at the site. (r) The technical details of Rig, accessories, equipment's and carrier vehicles shall be furnished as per the proforma given in Technical Questionnaire.	
17.	Spare Parts	(a) Spares for the all equipment, components, assemblies, subassemblies and accessories required for trouble free operation should be available in market/dealer for a minimum period of 15 years., (b) An item-wise list of prices for these spares required for 5 years may be furnished separately.	BIDDER SCOPE OF DESIGN AND MANUFACTURING
18.	Inspection and quality control	Inspection shall be carried out by the authorized representative of purchaser at the suppliers works and at site the site of commissioning. The stages of inspection is as under: a) Stage inspection at pre assembly stage/ during assembly stage All major sub assemblies and systems shall be offered for stage inspection before assembly The stage inspection at pre assembly/pre assembly stage shall include the following checks: i) Construction and dimensional details of all fabricated structure including mast as per manufacturers drawing, which will be provided before the inspecting officer for the purpose of inspection ii) Quality of fabrication and raw material test reports for the main structural members. iii) Die penetration test for welded joints and mast and main frame of the rig. iv) Makes, models, capacities, year of manufacture etc., for main bought out items like truck chassis, deck engines , drawworks, transmission, mud pump, swivel, hydraulic motors and pumps, etc., v) Verification of OEM test reports for major components and to check whether drill pipes, subs, drill bits and other tools and accessories complies to API/BIS standards. b) Pre dispatch inspection at post assembly stage: Rigs shall be offered for inspection after assembly at supplier's works by the authorized representative of purchaser before dispatch. Pre-dispatch inspection shall include the following: (i) Re-verification of components and individual units as per the stage inspection record.	BIDDER SCOPE

		(ii) Make/model/capacity and year of manufacture etcetra for accessories. (iii) Inspection of rig components and accessories/ equipments as per the specification of tender. (iv) Operation of the rig under no load condition and checking of sub-system like leveling jacks, mast raising/lowering,working of gauges,engine RPM,presuure and temperature conditions,painting etc.These checks shall specifically include: • Opeartion of mast raising/lowering system. • Free movement of travelling block on mast. • Alignment of Kelly/drill rods with rotary table. • Rotation of rotary table at various forward and reverse speeds. • Operation of mud pump • Leakages in various fluid lines. • Hour meter for prime movers of rig, mud pump is provided. • Operation of welding set and safety feature in prime movers (auto shut down) for low lub oil pressure and high pressure. • Operation of Mechanical Jack, Hydraulic Jack, Power Tong/Type C Tong • Operation of 5 KVA DC set • Operation of Hydraulic crane. (v) Trial drilling to a depth of three drill rods. Trial drilling shall be carried out up to a depth of three drill rods and following observations shall be recorded: • Drilling time for rod 1, rod 2 and rod 3. • Gauge readings for various parameters. • Mudpump Pressure Gauge Readings. • Leakages in various fluid lines, if any. • Abnormalities, if any, observed while drilling. • Mast height is sufficient for handing drill pipe and for handing 6m to 7.5m length casing pipe. • Provision in Hydraulic system of rig for operation of 100m ton Hydraulic Jacks. • Operation of Hydraulic Jack using rig hydraulic system and by operating manually. • Operation of Breakout of drill stem using power tong/Type C tong • Draw work operation, hydromatic brake operation and arrangement in rig for smooth lifting and lowering of drill pipe and other accessories. • Operation of lightning arrangement • Safety features of rig.	BIDDER SCOPE
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		• Operation of welding generator and provision of safety feature (auto shut down) for low lube oil pressure and high pressure. • Operation of Hydraulic crane and safety features During pre-inspection, fuel, lubricant and all other consumable items required for trial test shall be supplied by the supplier. Operation tools and accessories. c)Final Inspection At consignee's end by authorized representative(s) of purchaser. Final inspection at site shall include the following: (i) Verification of pre-dispatch inspection details. (ii) Demonstration of smooth operation of all components of rig tools, accessories and equipment's and its safety features. (iii) Demonstration of drilling and well completion capacity up to rated depth. (iv) Lowering of assembly pipe to depth of 500m. (v) Two trial tube well shall be constructed successfully to the rated capacity by each of the rigs during the final inspection. If the tube well up to rated capacity could not be completed due to site conditions another trial tube well shall be constructed and the process shall be continued until the well completion capacity to rated capacity is successfully demonstrated. (vi) Operation of welding set, lightning set. The test procedure outlined in latest version of IS: 7206(Part1)-1986 shall be followed during final inspection of the rig unit at drill site. Fuel will be supplied by the consignee for the trials during final inspection. Lubricants and all other consumable required for trial test at site shall be supplied by supplier.	BIDDER SCOPE
19.	Warranty	a) In respect of Rig and drilling tools and accessories the warranty shall remain valid for minimum twenty four months after the equipment/goods or any portion thereof as the case may be, have been delivered at the final destination, installed and commissioned at the final destination and accepted by the purchaser. In respect carrier vehicles, Welding Generator The warranty shall be valid for minimum twelve months from the date of successful commissioning b) All the warranty clauses shall also be applicable irrespective of the source where from the parts/subassemblies/equipment	BIDDER SCOPE

		are bought by the manufacturer/supplier, and whatever the warranty terms provided by the OEM to manufacturer/supplier. The manufacturer/supplier shall be fully responsible for warranty to the purchaser even if the warranty provided by the OEM has partially/fully expired by the time the units are delivered to the consignees. c) Warranty will commence from the date of completion of successful commissioning in all aspects. In case of any defects, repairs observed during commissioning of rig, the same should be rectified and after rectification of defects, repair only, the commissioning will be treated complete. d) Upon receipt of any notice pertaining to warranty either telephonically or by email, the supplier shall send his service engineer to the drilling site within three days on the receipt of such notice and repair or replace the defective goods or parts thereof, free of cost ,at the ultimate destination within seven days. e) The Supplier shall complete rectification of defects by repair/replacement of spares etc. within 7 days of reporting of defects through e-mail or by written communication failing which a penalty of Rs 2500 per day per rig shall be imposed and penalty shall be applicable from the 8th day of communication of defects/deficiency. In case delay in rectification of defects is less than 20 days due to genuine reasons, and is acceptable to the purchaser, the penalty shall not be imposed. There is no limit of deduction in the contract and such penalty will be recovered either from the payment due to supplier or from the performance security available or from the dues to the contractor with any government department. f) In the event of any rectification of a defect or replacement of any defective goods(includes tools/ accessories) during the warranty period,the warranty for th replaced product shall be extended further period of twenty for months from date such rectified replaced goods starts functioning to the satisfaction of the purchaser. g) If the supplier, having been notified, fails to rectify/replace the defects within the reasonable period, the purchaser ,may proceed to take such remedial actions as deemed fit by the purchaser, at the risk and	BIDDER SCOPE
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		expense of the supplier and without prejudice to the contractual rights and remedies, which the purchaser may have against the supplier. h) Warranty includes periodical inspection, repair, replacement of defective parts/equipment at free of cos. The service engineer should make atleast one inspection for every 3 months.	
20	Training	a) One week training to 20 persons (five persons per rig) in two batches in repair and maintenance of rig unit at manufacturer's suppliers factory premises b) On the job training to the drill crew in operation and maintenance of rig by drilling / constructing at least two successful wells by each rig unit	BIDDER SCOPE
21	Definition of similar works	Similar works are defined as supply and commissioning of heavy duty direct circulation rotary rig/ Heavy duty DTH cum rotary rig capable of drilling to minimum depth of 300m	BIDDER SCOPE

The rig should meet the general requirements for direct circulation rotary drilling rig as laid down in latest version of IS: 7206 (Part 1)-1986

Accessories/Equipment to be offered with each unit: BIDDER SCOPE OF WORK
Annexure-A

S. No.	Description	Unit	Quantity
	DRILLING RIG ACCESSORIES		
1.	Drill pipes 88.9 mm (3.5 in), NC 38 IF tool joints, external upset, Grade E, Range one 6.1 m (20 feet) long, weight 19.8 kg/m with steel thread protectors.	Number	120
2.	Drill collars made of AISI 4145 H Chromium Molybdenum alloy steel and are fully heat treated to a Brinell Hardness range of 285-341 of size 203.2 mm X 6.1m (8 in X 20 ft), 167.3 mm (6-5/8 in) RH Reg threads with steel thread protectors	Number	4
3.	Drill Collars made of AISI 4145 H Chromium Molybdenum alloy steel and are fully heat treated to a Brinell Hardness range of 285-341 of size 158.8 mm X 6.1m (6-1/4 in X 20 ft), 88.9 mm (4½ in) RH Reg threads with steel thread protectors	Number	4
4.	Box (4½" IF RH) to Pin (3½ IF RH) sub for Kelly saver to 88.9mm Drill pipe, made of AISI 4140/ 4145H alloy steel and are fully heat treated to a Brinell Hardness range of 285-341. Length approximately 75cm.	Number	2
5.	Pin (4½" Reg RH) to Box (4½" Reg RH) sub made of AISI 4140/ 4145H alloy steel and are fully heat treated to a Brinell Hardness range of 285-341	Number	2
6.	Pin (6 5/8" Reg RH) to Box (6 5/8" Reg RH) sub made of AISI 4140/ 4145H alloy steel and are fully heat treated to a Brinell Hardness range of 285-341	Number	2
7.	Sub for attaching fishing tools (Sl. No 79 to 87) with 88.9mm drill pipe (one set will contain two number of subs for each different size to fishing tools joints), made of AISI 4140/ 4145H alloy steel and are fully heat treated to a Brinell Hardness range of 285-341	Set	2
8.	Box (4 ½" Reg RH connection) x Box (4 ½" Reg RH) sub, made of AISI 4140/ 4145H alloy steel and are fully heat treated to a Brinell Hardness range of 285-341	Number	2
9.	Box (4 ½" Reg RH connection) x Box (6 5/8" Reg RH), made of AISI 4140/ 4145H alloy steel and are fully heat treated to a Brinell Hardness range of 285-341	Number	2
10.	Box (4 ½" Reg RH connection) x Box (7 5/8" Reg RH), made of AISI 4140/ 4145H alloy steel and are fully heat treated to a Brinell Hardness range of 285-341	Number	2
11.	Box 6 5/8" reg RH connection to Box 3 ½" IF, made of AISI 4140/ 4145H alloy steel and are fully heat treated to a Brinell Hardness range of 285-341	Number	2
12.	Box 6 5/8" reg RH connection to Box (6 5/8" Reg RH), made of AISI 4140/ 4145H alloy steel and are fully heat treated to a Brinell Hardness range of 285-341	Number	2
13.	Box 6 5/8" reg RH connection to Box (7 5/8" Reg RH) sub, made of AISI 4140/ 4145H alloy steel and are fully heat treated to a Brinell Hardness range of 285-341	Number	2
14.	Pin (4 ½" regular RH connection) to Box (3 ½" IF RH connection), made of AISI 4140/ 4145H alloy steel and are fully heat treated to a Brinell Hardness range of 285-341 sub	Number	2
15.	Box (4 ½" IF connection) to Box (4 ½" IF) sub, made of AISI 4140/ 4145H alloy steel and are fully heat treated to a Brinell Hardness range of 285-341	Number	2
16.	Box (4 ½" IF connection) to Box (3 ½" IF) sub, made of AISI 4140/ 4145H alloy steel and are fully heat treated to a Brinell Hardness range of 285-341	Number	2

17.	Box (3 ½" IF connection) to Box (3 ½" IF) sub, made of AISI 4140/ 4145H alloy steel and are fully heat treated to a Brinell Hardness range of 285-341	Number	2
18.	Any other size sub required for forming drill string, and shall be made of AISI 4140/ 4145H alloy steel and are fully heat treated to a Brinell Hardness range of 285-341	Set	2
19.	Spare Lug Jaws with springs, tong die (100 Nos each), Roll pin i.e Tong die retainer (24 Nos each) for above Type C Rotary Tongs 60.3 mm X 273mm (2-3/8 in X 10-3/4 in)	Sets	2
20.	Heavy duty center latch elevator (minimum 900 kN) for 114.3 mm drill pipe size	Set	2
21.	Heavy duty center latch elevator(minimum 900 kN) for 273 mm(10-3/4"), 219 mm(8-5/8"), 141.3 mm(5-1/2"), 114.3 mm(4-1/2") min. 900 KN capacity(100 MT) above each size put together make one set)	Set	2
22.	Spare inserts for casing slips of each size i.e., 273 mm, 219 mm, 168.3 mm, 114.3 mm,. Number of inserts required for each size of casing slip is one set.	Sets for each size	4
23.	Safety clamp range 95.25 mm to 273 mm (4" to 10-3/4") complete with box and wrench along with additional two set spare inserts for each size of safety clamp	Sets	2
24.	Casing spider, bushes, table complete set to handle casing ranging 88.9 mm (3-1/2in) to 254 mm (10 in)	Numbers each size	2
	Description	Unit	Quantity
	BITS		
25.	Steel tooth RR drill bit 215.9 mm (8-1/2 in) Two each of IADC 121, IADC 211, and IADC 311	Numbers	6
26.	Steel tooth RR drill bit 250.8 mm (9-7/8 in) Two each of IADC 121, IADC 211 and IADC 311	Numbers	6
27.	Steel tooth RR drill bit 311.15 mm (12-1/4 in) Two each of IADC 121, IADC 211 and IADC 311	Numbers	6
28.	Steel tooth RR drill bit 355.6 mm (14 in) Two each of IADC 121, IADC 211 and IADC 311	Numbers	6
29.	Steel tooth RR drill bit 444.5mm (17-1/2 in) Two each of IADC 121, IADC 211 and IADC 311	Numbers	6
30.	TC insert RR drill bit 215.9 mm (8-1/2 in) One each of IADC 411 and IADC 421	Numbers	2
31.	TC insert RR drill bit 250.8 mm (9-7/8 in) One each of IADC 411 and IADC 421	Numbers	2
32.	TC insert RR drill bit 311.15 mm (12-1/4 in) One each of IADC 411 and IADC 421	Numbers	2
33.	TC insert RR drill bit 374.5 mm (14-3/4 in) One each of IADC 411 and IADC 421	Numbers	2
34.	TC insert RR drill bit 444.5mm (17-1/2 in) One each of IADC 411 and IADC 421	Numbers	2
35.	Bit breaker for 215.9 mm (8-1/2 in) bit; Bit breaker for 250.8 mm (9-7/8 in) bit; Bit breaker for 311.15 mm (12-1/4 in) bit; Bit breaker for 355.6 mm (14 in) bit; Bit breaker for 444.5mm (17-1/2 in) bit	set	1
	FISHING TOOLS		
36.	Lead impression block (3-1/2 in IF) top connection with lead outer diameter range 171.5 mm (6-3/4 in) to 209.6 mm (8-1/4 in)	Set	1
37.	Right hand Thread Taper tap, 88.9mm (3 1/2 in) IF box top connection, OD 155.58 mm (6-1/8 in), length 914.4 mm (36 in) with skirt and guide. It should be of single piece construction made of alloy steel and should be case hardened in the range of 50 to 55 HRC.	Number	1
38.	Right hand Thread Taper tap, 168.28 mm (3-5/8 in) Reg box top connection,	Number	1

	OD 196.85 mm (7-3/4 in), length 965.20 mm (38 in) with skirt and guide. It should be of single piece construction made of alloy steel and should be case hardened in the range of 50 to 55 HRC		
39.	Die collar/ overshot to catch 88.9mm (3 1/2") IF drill pipe, 114.3mm (4-1/2 in) IF drill pipe, 203.2 mm dia drill collar and 158.8 mm dia drill collar. It should be of single piece construction made of alloy steel and should be case hardened in the range of 50 to 55 HRC. (One set shall contain Overshots of suitable size for each size of 88.9mm (3 1/2") IF drill pipe, 114.3mm (4-1/2 in) IF drill pipe, 203.2 mm dia drill collar and 158.8 mm dia drill collar .i.e. total 4 Nos per set)	Set	1
40.	Magnet 165mm (6-1/2 in) diameter, suitable to catch and lift the weight of 75kgs. The tool joint connection should be 3 1/2" IF	Numbers	1
	MECHANICAL TOOLS		
41.	Heavy duty Rigid Double end Reversible Chain tong wrench with pipe capacity of 33 mm to 168 mm (1 in to 6 in) Breaking Load- 9117kg	Numbers	2
42.	Heavy duty Double end Reversible Ridgid Chain tong wrench with pipe capacity of 60 mm to 323 mm (2 in to 12 in) Minimum Breaking Load-14061kg	Numbers	2
43.	Heavy duty Rigid Chain tong wrench with pipe capacity of 114 mm to 475 mm (4 in to 18 in) Minimum Breaking Load-25401 kg	Numbers	2
44.	Spare chain, jaws and bolts for above chain tongs for serial no 96 to 100- 02 sets for each size)	Sets for each size	2
45.	Heavy duty Rigid Pipe wrench of size 350mm(14"), 600mm(24"), 900 mm (36") and 1200 mm(48"). one set shall contain one number of each size i.e. 350mm(14"), 600mm(24"), 900 mm (36")and 1200 mm(48")	Set	2
46.	Major mechanical tool kit of Taparia/ Ridgid/ reputed make (ISO certified company) with chest on wheel trolley (approximately 300 pieces), including torque wrench(heavy duty (100-500 lb-ft), medium duty (50 -250 lb/ft), three leg puller of various sizes (4" , 8") , alien key sets (both mm series and inch series), heavy duty hammers set (sledge & club hammer head type (9.1 Kg,4.5 Kg), claw hammer), heavy duty double end ring spanners set, heavy duty open end spanners set, heavy box spanners set, adjustable spanners, chisel, punch, spring inside caliper of sizes 125mm & 300mm, Spring outside calipers of size 125mm, 250mm, 500mm, vernier caliper (0-300mm), screw gauge, feeler gauge(both mm and inch series). Screw drivers set(280, 305, 405mm length), file set (Rough, fine, flat, semi round etc) electric die grinder with grinding stones, portable electric hand drilling machine, Spirit Level with magnet (60cm length) (for measurement horizontal, vertical alignment),Grease Gun(10Kg), Oil Can, Steel scale of various sizes (305mm, 1000mm), 50m tape.	Kit	1
47.	Heavy duty double acting Hydraulic Jack 100 ton with, stroke length 750mm with piston rod size minimum 125mm along with hand pump (double acting), hose, hydraulic valves (counter balance valve, direction control valve), and accessories for smooth operation of Jack. Provision in the rig to be given for operation through hydraulic pump mounted in rig through direction control valve	Numbers	2
48.	Mechanical Ratchet type Screw jack of 50metric ton capacity stroke length 300mm (12") with minimum screw dia 110mm made of alloy steel, with operating lever	Numbers	2
	EQUIPMENT		

49.	Two-wheel heavy duty trolley mounted Brushless type, high frequency welding generator complying latest Central Pollution control board norms with welding current range 50 A to 500 A with Max hand welding current @100% duty cycle - 400 amps, fitted with electric start diesel engine confirming to BIS standard IS: 10002/81 with auto shut off device for low lube oil pressure & high coolant temperature. & with noise level less than 75 dB at 1m distance from outer periphery of the equipment along with electrode holder, protecting mask with colored glasses, 120 sq mm 30m welding copper cable, safety gloves, chipping hammer, wire brush, etc. The welding generator should have auxiliary power source minimum 10 KVA, 3Ph,415V/ 3. Minimum 3KVA,1PH,230V	Set	1
50.	Four wheel trolley mounted 5000 liters stainless steel water tanker complying to IS 8213: 2000 with latest amendments with ladder on back of tank, reflective marking (radium tapes as per AIS-090. The material used for fabrication of water tanker should be of steel grade E-250 BR confirming to IS: 2062 latest standards and thickness of water tanker plate is 3.25mm, Gross weight of tank 890kg. Diameter of axle of chassis is minimum 95mm, number of spring leaves plate fitted (22Nos) with towing capacity 5.2 tons. ISMC 175mmX75mm or beeter channel used for fabrication of chassis and frame mounting on chassis. Trailer shall be fitted with rear run protective devise (RUPD) confirming to IS: 14812	Number	1
	ESSENTIAL ACCESSORIES		
	Description	Unit	Quantity
51.	Mud pump piston cups, 127mm (5 in), 152 mm (6 in), 165mm (6-1/2 in), 177.8mm (7 in) and 190.5mm (7-1/2 in) . each one of above mentioned sizes put together make one set	Sets each size	40
52.	Mud pump packing kit including gland packing, valve seat cover gasket, liner ring , valve insert, any other gaskets, seals, O Rings, packings used in Mud pump.(each one of above mentioned sizes put together make one set)	Set (i.e. each sizes)	40
53.	Mud pump liners with liner wear plate and liner gasket for each size i.e., 127mm, 152.4mm, 190.5 mm, should be provided. Each one of above mentioned sizes put together make one set	Sets	15
54.	Mud pump piston rods with nuts, mud pump piston assembly, valve assembly. Each one of above mentioned items put together make one set.	Set	15
55.	Mud pump Connecting Rod Big end Bushing, small end Bushing and Pin	Sets	2
56.	Rotary table bearings	Sets	1
57.	Water swivel bearings	Sets	4
58.	Water swivel packing	Sets	16
59.	Wash pipe	Numbers	4
60.	Set of Heavy duty clamp for M.S pipes of outer dia sizes (10.75"), 219.1mm (8.625"), 168.3mm (6.625"). One set shall contain two clamps of each size	Set	2

Note

1. All tubular goods 1 to 40 shall confirm to API/BIS standard.
2. The rig and accessories cost deems to include all goods (tools/accessories/safety device) required for smooth operation required for construction of work even though if it is not mentioned in the specification and the same shall be supplied without additional cost.
3. The drill pipe, drill collar, subs should have warranty for minimum 300 m of drilling and in case of damage of threads, bending etc., drill pipe should be replaced with new one.
4. The drill bits should have warranty for minimum 300 m

2. TECHNICAL QUESTIONNAIRE: BIDDER SCOPE OF WORK

5. TECHNICAL QUESTIONNAIRE

Heavy Duty Direct Rotary Drilling Rig

6.

Sl.No	Description	Details	Remarks
General			
1	Make		
2	Model		
3	Year since the model is being manufactured		
Mast Assembly			
4	Overall length		
5	Overall width		
6	Overall depth		
7	Maximum drill pipe length that can be handled		
8	Material specifications of mast structure		
9	Crown block details		
10	Travelling block details		
11	Hook load capacity		
12	Whether mast is single piece		
13	Weight of Mast		
14	Any other information in respect of Mast construction (Height of mast from rotary table etc. to be furnished)		
Swivel/ Kelly / Kelly Drive Bushing			
15	Make and type of Kelly		
16	Kelly Material		
17	Size of water course, load capacity, Bearing details		
19	Size and length of Kelly		
20	End connection details		
21	Size of Kelly drive bushing		
22	Whether Kelly compliant to API standard		
23	Whether Kelly Bush compliant to API standard		
24	Any other details		

Draw works			
25	Make		
26	Model		
27	Number of drums		
28	Type of line spooler		
29	Air clutch size		
30	Single line pull for drilling and hoisting line		
31	Single line pull for sand line		
32	Braking system details		
33	Dia of wire & type lay		
Rotary Table			
34	Manufacturer Name		
35	Rotary table details like opening dia, mounting type, Drive, Gear ratio etc		
36	Static load capacity		
37	Bearing make and type		
38	Bearing No :		
39	Torque in Nm at 100 RPM		
	RPM at different forward/ reverse speed		
Mud Pump			
40	Make/ model		
41	stroke		
42	Bore dia (various sizes of Liners compatible)		
43	Discharge and pressure (at 60 RPM) using liner of following dia: (i) 127mm (5 in), (ii) 139.7mm (5 -1/2 in), (iii) 152 mm (6 in), (iv) 165mm (6-1/2 in), (v) 177.8mm (7 in)	Discharge (lpm)	Pressure (kg/cm ²)

	(vi)190.5mm (7-1/2 in)		
<u>Prime Mover for Rig</u>			
44	Make		
45	Model		
46	BHP		
47	Fuel Tank size and capacity		
48	Whether Safety Control i.e auto shut down in case of low lub oil pressure/ High oil temperature provided		
49	Whether compliant to latest pollution norms i.e. CPCB-II		
<u>Prime Mover for Mud pump</u>			
50	Make		
51	Model		
52	BHP		
53	Fuel Tank size and capacity		
54	Whether compliant to latest pollution norms i.e CPCB-II or above as prevailing at time of delivery		
55	Whether Safety Control i.e auto shut down in case of low lub oil pressure/ High oil temperature provided		
<u>Main Transmission</u>			
56	Make/ model		
57	Number of forward speeds		
58	Number of reverse speed		
<u>Hydraulics</u>			
59	Make/ model of hydraulic Pump		
60	Type		
61	Capacity (discharge volume and pressure) of the pump		
62	Input power		
63	Details of pump drive		
64	Hydraulic Oil tank Capacity		
65	Details of Hydraulic equipment fitted in rig operated by the		

66	Hydraulic Direction Control valve details (make, model, relief valve pressure etc.		
67	Hydraulic Motor details (if any)		
Rig Carrier Vehicle Details			
68	Make / model		
69	Model, HP		
70	Whether model mentioned compliant to BS VI or above i.e. latest pollution norms as prevailing at time of delivery		
71	Wheel Base(in case to truck mounted with trailer) wheel base of trailer and also truck should be provided)		
72	Overall length/ width/ height		
73	Engine- make/ model/ power/ torque/ displacement		
74	GVW (Kgs)		
75	Tyre sizes		
76	Transmission details (No of forward and reverse Gear)		
Hydraulic Crane Carrier Vehicle Details			
77	Make / model		
78	Model, HP		
79	Whether model mentioned compliant to BS VI or above i.e. latest pollution norms as prevailing at time of delivery		
80	Wheel Base		
81	Overall length/ width/ height		
82	Engine- make/ model/ power/ torque/ displacement		
83	GVW (Kgs)		
84	Tyre sizes		
85	Transmission details (No of forward and reverse Gear)		

Leveling Jacks(Rig carrier vehicle and mud pump)			
86	Front outriggers-bore, stroke, rod size		
87	Rear outriggers-bore, stroke, rod size		
88	Mast raising cylinder-bore, stroke and rod size		

Welding set Details			
105	Make & Model		
106	Welding current range		
107	Maxi. Hand welding current at A) 60% and B) 100% duty cycle		
108	Auxillary power source details		
109	Engine make and model		
110	Engine BHP		
111	Noise level db		
112	Whether Welding Generator to compliant to latest pollution norms		
113	Trolly Spring leaf provided		
114	Trolley Tyre size		
115	Gross Weight in Kg		
5 KVA Generator Details			
1.	Make		
2.	Model		
3.	Generator capacity		
4.	Single phase or 3 phase		
5.	Engine make		
6.	Engine model		
7.	Engine BHP		
8.	Battery volts		
9.	Noise level db		

	Hydraulic Crane details		
108	Make		
109	Model		
110	Lifting load at 2m height		
111	Working Radius		
112	Maximum lifting height		
113	Maximum working below Ground level		
114	Boom length in retracted and extended		
115	No.of boom sections		
116	Swing angle and Boom raising angle		
117	Whether Safety features such as overwinding stop, emergency stop light, working light etc. are provided		

Drilling Accessories				
Sl. No	Description	Make	Material	Whether complies to API /BIS standards
1	Drill Pipe			
2	Drill Collars			
3	Subs			
4	Stabilizers			
5	Elevators			
6	Slip			
7	Type C Rotary Tong/Power Tong			
8	RR Bits			
9	Fishing Tool			
10	Bit Breaker			

Note : All the rows and columns to be filled carefully. Any vague statement such as “refer the literature annexed, Information will be furnished later” etc. will be treated as incomplete. Any information furnished in the technical questionnaire should tally with the technical specification furnished in the tender. In case of discrepancies, mis-leading information, wrong information, evasive information, the technical questionnaire will be treated as incomplete and purchaser reserve rights to treat the tender as non responsive.

3. DELIVERY SCHEDULE OF RIG EQUIPMENT:

- First lot of One Rig Unit should be delivered within 05 months of award of contract and commissioning of this Rig at customer site should be completed in all aspects within 11 months from the date of award of contract.
- Second lot of One Rig Unit should be delivered within 08 months of award of contract and commissioning of this Rig at customer site should be completed in all aspects within 14 months from the date of award of contract.

Note

- The vehicle should be registered under motor vehicle act on the name of each consignee as non-transport vehicle i.e. registration should clearly reflect that vehicle is mounted with Air Compressor. A portable ladder of adequate height for climbing be provided.

SECTION-III
INSTRUCTION TO BIDDER(ITB)

(Attachment to Enquiry No. XXXXXXXXXX Due on Date XX.XX.XXXX for submission by 11.00 hrs to open from 14.00 hrs.)			
INSTRUCTIONS TO BIDDER (ITB)			
NOTE: Bidder to confirm in affirmative by typing "YES" or "Applicable Data" in the response column. Deviations , if any shall be recorded in deviations/comments column (Separate sheet can be attached if needed). Non deviatable clauses are indicated as"NON DEVIATABLE".			
Sl. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
1	SCOPE OF SUPPLY:		
	Signed & Sealed offers are invited for the Scope of Supply of goods and Services or both as detailed in the enquiry. Relevant enclosures/supporting documents / catalogue, if any shall be enclosed to the technical offer. Bidder can also submit offer through email at their own risk. The offer is to be submitted in two parts. Technical offer to be submitted to mail ID technicalbid_hyd@bhel.in , and price bid to be submitted to mail ID pricebid_hyd@bhel.in as an attachment only. Interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry No. Due date and Supplier name, Supplier address including contact details shall be mentioned in the content of the mail. Without these details offer is liable for rejection.		
2	GENERAL INSTRUCTIONS:		
A	The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The offer including annexures and brochures should be submitted in English / Hindi. All Pages of Techno Commercial Bids (Main Pages), ITB should be signed and Stamped. If there is a conflict in case of bilingual submission, the submission in English will be final.		Non Deviatable
B	In case of Single-Part bid Tender, the complete bid shall be submitted in a single sealed cover super subscribing the Tender number and due date. Incomplete offers are liable for rejection. E mail bids shall be sent to mail ID pricebid_hyd@bhel.in <u>as an attachment only.</u>		Non Deviatable
C	Bidders to please note that the Terms & conditions contained in this document and Special conditions, if any, are to be read fully before submission of quotations.		Non Deviatable
D	Vendors are advised to comply with specific conditions of the enquiry, Should there be any deviations (where deviations are permitted), it shall be entered in the deviation column. BHEL reserves the right to reject such offers or load the bid suitably for evaluation.		Non Deviatable

E	Offers shall be submitted directly, only by the vendor or by their authorized representative / agent and the offer should be in line with the regulatory guidelines (i.e A valid Agency agreement between principal vendor and agent / representative shall be attached and the agreement shall cover the scope of services rendered by Agent, Agency Commission and any other information called for as per the regulatory guidelines). OEM / Mill details shall be provided if supplier is not a manufacturer. Bid envelopes shall bear the name of Supplier. In case of submission through authorized representative/agent, the name of representative/agent should also be mentioned apart from supplier name.		Non Deviatable
F	Offer received after the specified time and date of submission shall be rejected. No further correspondence shall be entertained.		Non Deviatable
G	Unsolicited offers shall not be considered.		Non Deviatable
3	OTHER PARTICULARS (Please indicate applicable data)		
A	Name of the Bid currency (freely tradable foreign currency for imports and Indian Rupees for indigenous purchase).		
B	Name of the Port of loading and Port of Discharge (applicable to imports).		
4	BID SUBMISSION PROCEDURE:		
A.	For Single Part Bids: Offers addressed to DGM/CMM, Vendor Complex, BHEL, Hyderabad must be sent in a sealed cover on which tender enquiry number and the due date shall be super subscribed and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time and date of submission of offers, preferably in the bidder's envelope. For e-mail offers please follow the procedure mentioned in 2 (B).		Non Deviatable
B.	For two-Part Bids:		
i	Two part bid consisting of i) Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., EMD (where applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission , duties, taxes and other charges, <u>except the price</u> , super scribing enquiry No. (Techno-Commercial Bid) and due date Signed and Stamped ITB and special conditions of contract, if any is required to be attached along with Techno-commercial Bid - (Part-1) AND ii) Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover super subscribing Enquiry no. (Price bid) & due date. Both these covers shall be kept in a Third cover super subscribing Enquiry no. & due date. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.		Non Deviatable

ii	Techno-commercial Bid will be opened on the assigned date .Only the price bids of vendors whose technocommercial bids are accepted will be opened later on a specified date.		Non Deviatable
iii	The bidders whose bids are techno commercially not accepted will be informed & EMD (EarnestMoney Deposit) shall be returned wherever submitted.		
iv	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, and commercial terms/conditions as specified in NIT which in the opinion of BHEL warrantchanges in prices.		Non Deviatable
v	Bids shall be opened on due time and date in the presence of bidders who may like to be present. Onlyone representative of each bidder shall be permitted to attend the bid opening.		Non Deviatable
5	Delivery Instructions		
A	Indigenous Purchase		
	Goods shall be delivered on FOR Destination basis to the named destination(s) or as specified inthe enquiry, Insurance in the scope of supplier.		
B.	Imports		
	The goods shall be delivered on CIP-basis to port of discharge as mentioned in the purchaseorder.		
6	Documentation:		
A	Indigenous Purchase		
	Seller shall arrange to send to BHEL, Hyderabad along with all the required documents as detailed in Purchase Order, such as, Tax Invoice (Original for Recipient, Duplicate for Transporter), consignee copyof LR, Packing list , Pre-dispatch Inspection report, Test/ Guarantee/ Warranty certificate/ O&M manuals (as applicable) etc. immediately on dispatch of the goods. Any addition/ exclusion to such documents shall be as specified in the Purchase Order. In case of dispatches from vendor works to site, material receipt certified by site office / Customer shall be provided. Softcopies of the above documents shall be uploaded in Pradan portal https://web.bhelhyd.co.in/mm/ immediately after dispatch of the material		Non Deviatable

B	Imports i) Seller shall inform the purchaser the readiness of material along with packing details well in 30days advance from the date of delivery. Seller shall also upload soft copy of the dispatch documents consisting of BL / AWB, Invoice, Shipping list & Test certificates and other documents as specifically indicated in the Purchase Order in PRADAN Portal (https://web.bhelhyd.co.in/mm/) within 3 days from the B/L date for sea shipment and 1 day from AWB date for Air shipment. ii) In case of CIP shipments, seller shall also inform purchaser the information about discharge port agent details and ship arrival information within 7 working days from the date of Shipment. iii) In case the material shipped in Full Containers(FCL), Seller shall ensure that the Bill of Lading should clearly spell out the following 1. Port of discharge -- "Nhavaseva"/chennai 2. Place of Delivery / Final Destination - "ICD Sanath Nagar". 3. For air consignment the port of discharge will be Hyderabad, India and consignee shall be BHEL.		
	iv) In case of Air shipment, the following dimensions of single package may be noted. a). Dimension of the cargo(ODC) -- > 125" x 88" x 63" b).Weight of the cargo -- >3.5 MT. If any package dimension or weight crosses the above set limits, it will be treated as Over Dimension Cargo (ODC) or Over Weight Cargo and seller shall inform BHEL well in advance of 20 days prior to the delivery date to enable BHEL to finalize the freight forwarder. (v). Recovery charges for non-submission of documents : - Seller shall submit all the required documents to BHEL as prescribed in the Purchase order and NIT. If BHEL incurs any charges such as Penalty, demurrage, container detention, wharf age, storage, Ground rent etc., due to non - compliance / non - submission of documents prescribed in Purchase Order/Tender Document/Letter of credit , the same shall be recovered from the seller as under: 1. EUROPE/USA/Black Sea/ Far East/Middle East/South East sector A. For EX-WORKS / FCA/ FAS / FOB Sea Consignments:- Penalty for late submission / negotiation of documents beyond 14 days shall be as under:		

Sl No	Period (From Date of Bill of Lading)	Recoverable Charges	Recoverable Charges per day per container	
		LCL per week/ Break bulk cargo per day	20FT Container	40FT Container
i	Upto 14 th day	Nil	Nil	Nil
ii	15 th day onward	USD 10	USD 50	USD 105

B. For CIF / CFR / CIP / CPT Sea Shipments:-

For CIF / CFR / CIP / CPT Sea Shipments, Vendor shall provide rates for detention charges after free period at the time of offer itself in case of engagement of 20FT Container and 40FT category. In case of late presentation of documents to the bank recovery will be effected from the Vendor as per the rates quoted by the Vendor at the time of offer in this regard.

In case of Break bulk cargo and LCL Demurrage/storage charges shall be recovered at rate of USD 10 per day and storage charges rate of USD 10 per week respectively shall be charged as late presentation charges.

(vi) Description of items in invoice, packing list, BL / AWB or LR shall be same as PO item description. Vendors shall ensure that invoice shall contain PAN nos. of both seller and buyer along with other tax related numbers. BHEL PAN AAACB4146P and BHEL TAN HYDB00086C

Any other additional documents sought by the statutory authorities, the same shall be produced by the seller on priority basis.

(vii) Seller shall provide package details including number of packages, gross weight, net weight etc.

(viii) The seller shall provide the following documents at the time of submission of offer :-

- a) No Business Connection in India declaration issued by the seller as per the format specified. (or)
- b) (i) No Permanent Establishment in India declaration issued by the seller as per the format specified.
(ii) Tax Residence Certificate issued by the seller's tax authorities.
(iii) Form 10F issued by the supplier.
- c) In case the seller has a Business Connection in India as per Section 9 of Income Tax Act or

Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement between India and the seller's country, the seller shall provide a withholding tax order issued by the Indian Income Tax authority for recovery of applicable tax.

7	Delivery Schedule		
A	The tendered goods shall be delivered within the period stipulated in PO . Delivery at BHEL can be accepted at the earliest, 30 days prior to delivery date as mentioned in the Purchase order. Delivery earlier than 30 days of contractual delivery date may be accepted with the written permission of BHEL -Purchasedepartment. Goods arriving after the delivery date will be accepted only with the prior written permission of BHEL otherwise they will not be allowed inside the factory. BHEL reserves the right to reject the material, if not delivered by scheduled Purchase Order Delivery Date. (In case of imports , the final entry date of Import General Manifest (IGM) will be reckoned as delivery completion date)		Non Deviata ble
B	Documents such as TC,GCs Inspection reports are to be submitted within 10 days of dispatch of these materials. C note date or Date of submission of documents whichever is later shall be considered as delivery date incase documents are not submitted within 10 days from the dispatch of the material. Supply of plant/ equipment/ stores shall not be considered complete until they have been inspected andaccepted at the place and destination specified for delivery by the time stipulated under the terms & conditions of the Order/ Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.		
8	Pricing Terms		
	Prices once quoted shall remain firm and valid during the execution of PO. Offers with PVC will be rejectedoutright except in cases where specifically called for in the NIT.		Non Deviata ble
9	PRICE VALIDITY :		
	Unless otherwise specified, offer shall be valid for a period of 90 days from the date of bid opening(Technical bid /part-I in case of two part bid). However the prices quoted for spare parts of the Main equipment shall be kept valid for a period of 1year from the date of Placement of PO for the main equipment.		
10	Taxes & Duties (RATE TO BE INDICATED by the bidder against the space provided)		
A	Indigenous Purchase		
	The Taxes as applicable shall be quoted in the following manner.		
i	Vendor to indicate HSN of Goods or SAC of Services.		
ii	IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %		
	NOTE: Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intrastate movement of goods. Taxes prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. In case Bidder has opted for GST Composition Scheme, thesame may be stated explicitly both in their technical and price bids.		

iii	Any other taxes & duties not covered anywhere above may be indicated separately.		
iv	Taxes deducted at source: TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		Non Deviata ble
B.	Foreign Purchase (Imports)		
i	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of dispatch for the quoted CIP price.		Non Deviata ble
ii	Taxes deducted at source: TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		Non Deviata ble
11	Payment Terms: Unless otherwise specified in Special Conditions, following shall be the terms of Payment.		
A	<u>Indigenous:</u> Terms of Payment for Supply of Goods (For destination/delivery at site) For a contract with terms of delivery as FOR destination/delivery at site 13.1 85 (Eighty-Five) per cent payment shall be released for goods delivered and fully received by consignee on submission of the following documents: i. Original Invoice ii. Packing List iii. Certificate of Country of Origin of the goods iv. Certificate of pre-dispatch inspection by purchaser's representative iv. Manufacturer's Test Certificate vi. Certificate of Insurance vii. Consignee's Certificate Confirming receipt and acceptance of goods viii. Mandate Form for online payment viii. Any other document(s) as and if required in terms of the contract. 13.2 10 (Ten) per cent payment shall be released after successful commissioning & training of the rig unit subject to completion of RTO registration of vehicles at consignee's destination and rectification of all defects/deficiencies reported by the consignee during commissioning. The claim should be supported by the acceptance certificate issued by the purchaser or its authorized representative.		

	13.3 2.50 (Two Decimal Five Zero) per cent on completion of 01-year warranty from the date of completion of commissioning subject to defects during warranty period are attended and rectified. 13.4 2.50 (Two Decimal Five Zero) per cent on completion of 2nd year warranty from the date of completion of commissioning subject to defects during warranty period are attended and rectified. 13.5 Terms of Payment for Comprehensive Annual Maintenance Payment for Comprehensive Annual Maintenance shall be released on completion of that year annually after certification of CGWB's authorities. 13.6 Income Tax Deduction towards income tax shall be made from every payment as per Income Tax rules as in force from time to time as per Government of India. 13.7 Deduction Towards TCS on GST Deduction towards at source on account of TCS on GST shall be made from every payment as per GST rules as in force from time to time as per Government of India 13.8 In respect of GST, same shall be paid by the contractor to the concerned department and it will be reimbursed to him by Engineer – in– charge after satisfying that it has been actually and genuinely paid by the contractor. Contractor should submit proof of payment of GST. The contractor shall furnish return on GST portal from time to time and purchaser will have the right to withhold the payment if GST returns are not filled covering the bill raised to purchaser. 13.9 If a supplier, after claiming and receiving reimbursement for GST from purchaser, applies to the concerned authorities for refunds of certain portion on genuine ground and receives the allowable refunds. Such refunds contain the purchaser's share also, the share of purchaser shall be refunded by contractor to purchaser. 13.10 If a request received from the different Ministry/Department for withholding some payment of a supplier out of the payment due to it against a contract, such request shall be examined on the merits of case for further action.		
B	<u>Imports:-</u> 100% payment (less Indian Agency Commission, if any) shall be paid through “Usance Letter of Credit/ Cash Against Documents (CAD) / Wire Transfer” with a credit period of 60 days LC will be opened after successful completion of pre dispatch inspection prior to the scheduled / agreed delivery date LC will be opened within 7 working days from the date of request.		

C	Note: 1) No advance payment is acceptable. However, in exceptional/rare cases, BHEL at its discretion, may consider advance payment against Bank Guarantee valid up to receipt of material at BHEL for 110% of advance amount issued / confirmed by any of the BHEL consortium banks. 2) Wherever EMD (Earnest Money Deposit) is applicable, it may be noted that no interest will be paid on EMD and the EMD will be paid back to unsuccessful bidders within fifteen days after award of the contract. Successful bidder's EMD will be converted to SD (Security Deposit). Tender Cost wherever applicable is not refundable.		Non Deviated
D	No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.		
12	Penalty clause: In the event of delay in supply of goods, penalty of 1% per week or part thereof shall be levied on the undelivered portion subject to a maximum of 10% of the order value. Penalty amount so determined along with applicable GST thereon shall be recovered.		
13	Excess materials supplied beyond tolerance limit as specified in PO, will not be accounted for.		Non Deviated
14	Rejected materials , if any, shall be collected by the vendor within 90 days of such communication to the vendor. Beyond 90 days a ground rent of 0.25 % of the value of the material per week will be levied for a maximum period of two weeks. Beyond this period the supplier forfeits their right to the materials.		Non Deviated
15	Guarantee / Warranty Period : (Deviation to this clause is not acceptable.) Wherever required, and so provided in the specifications/Purchase Order, the seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period, the delivery is found to be non-complaint, the seller shall on his own account, replace, repair, or re-execute the delivery at Purchaser's discretion on the purchaser's first request or within the mutually agreed period, without prejudice to Purchaser's other legal rights. If the seller continues to default on their obligations, purchaser has the right to proceed to replace, repair or re-execute the order at the seller's expense, with or without help from third parties. Purchaser shall notify the seller of the exercise of this right in advance where ever possible. Unless otherwise specified, warranty period shall be 24 months from the date of commissioning (12 months for Carrier Vehicles, Welding Generator). For bought out packages which are intended to be incorporated in installations or systems the guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends not later than 30 months after the date of supply of the goods. The guarantee period shall be extended by the period during which the goods are not in compliance. A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.		Non Deviated

NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.16.

The Vendors may specifically note the following.

16	Evaluation and Loading Criteria:
A	Evaluation of prices shall be done item-wise unless otherwise specified in the enquiry. Evaluation shall be on the basis of delivered cost, i.e. "total cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). For evaluation, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
B	In case of foreign bidders, the quoted CIP price shall be loaded by the following factors to arrive at the Delivered Cost:
i	- Import duty as applicable at the time of Technical/ Part-I bid opening .
ii	- Port handling/ clearing charges & inland freight and insurance: @ 5% of CIP value (10% for plates, pipes & structurals).
iii	In other cases subject to acceptance by BHEL, loading for various factors (in addition to above) as the case may be will be done as follows: 0.5% for unloading at Port of Destination Marine Freight 4% and Marine Insurance 1% (9% and 1% towards Freight and Insurance respectively for Plates, Pipes, Rounds & Structurals)
C	In case of Indigenous Bidders, Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 4% of Ex-works value (9% for plates, pipes, rounds & structurals) unless otherwise mentioned in enquiry.
D	Deviated Penalty: Any loading on penalty clause shall be 10% or to the extent to which the vendor has opted for deviation.
E	Deviated Payment Terms: Terms: In case BHEL considers any deviation in payment terms, the bids shall be loaded with 18% interest per annum to the extent of deviation.
17	Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
18	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.
19	INTEGRITY PACT Vendors shall have to enter into Integrity Pact with BHEL as per attachment - for order value of rupees five crores and above and shall be signed by the competent authority before the issue of purchase order, failing which vendor's offer will be rejected.

20	Public Procurement
A	Make in India For this Procurement , the local content to categorize a supplier as a Class I local supplier / Class II local supplier / Non-Local supplier and purchase preference to Class I local supplier , is as defined in Public Procurement (Preference to Make in India) , Oct2017 dated 04.06.2020 issued by DPIIT . In case of subsequent orders issued by the nodal ministry , changing the definition of local content for the items of the NIT , the same shall be applicable even if issued after issue of this NIT , but before opening of Part – II bids against this NIT Proforma for self certification for minimum local content and auditor’s certification is given in Annexure III .
B	Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority . https://www.mea.gov.in/ to be referred for latest details of competent authority and exemptions . Proforma for self certification for compliance is given in Annexure IV
21	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase
21 A	All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy are exempt from Paying earnest money deposit . NSIC registered unit bidders shall submit NSIC Certificate along with bid documents. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE Category till the supplier submits these documents
21 B	In tender, if MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. Out of these 25% minimum 3% shall be earmarked for MSEs owned by women and 6.25% for MSEs owned by SC/STs who submit the bid along with relevant documents . This is applicable in case of item-level evaluation tenders and divisible tenders .
21 C	If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
21 D	BHEL HPEP is registered with RXIL (TReDS) platform. MSE bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines
22	Startups : For Startups Medium Enterprises, Condition of prior turnover and prior experience in Public Procurement may be relaxed subject to meeting of Quality and Technical Specifications . Startups are exempt from paying earnest money deposit.

23	For Claiming Payments for goods received at BHEL works / Site from Vendors' Works) a. Original of Invoice marked as ORIGINAL FOR RECIPIENT b. Duplicate of Invoice marked as DUPLICATE FOR TRANSPORTER c. Packing List - clearly showing number of packages, gross weight and net weight. d. Warranty/Guarantee certificates (If applicable as per PO terms) e. Insurance certificate f. Third Party Inspection Certificates. g. LR Copy signed & stamped by Site incharge / Customer for site deliveries) (For material received at BHEL payment will be made against GR for accepted quantity)
24	Inspection Measuring and Test Equipment (IMTE) whether used by the Seller/ Contractor or sub-contractor shall be calibrated,maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.
25	ISO-9001, ISO14001 and OHSAS 18001 shall be complied
26	Applicable Conditions :These General conditions of Contract for Purchase apply to all enquiries, tenders, request for quotations,orders and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as “deliverables”) to Bharat Heavy Electricals Limited, Ramachandrapuram , Hyderabad (hereinafter referred to as “BHEL” or the Purchaser) or its projects/customers. Any deviations from or additions to these General conditions of contract for Purchase’ require Purchaser’s express written consent.The general terms of business or sale of the Seller shall not apply to Purchaser. Orders, agreements and amendments thereto shall be binding if made or confirmed by the Purchaser in writing. Only thePurchasing department of the Purchaser is authorized to issue the Purchase order or any amendment thereof.
27	Being PMD Vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletionsuch PMD vendor from BHEL's approved vendor list Vendor shall ensure that PAN details are available/updated with BHEL, else Vendor shall attach PAN details with enquiry failingwhich offer shall be liable for rejection.
28	Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall beconsidered for evaluation and establishing L1 Status
29	Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the duedate and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
30	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization ofcontract. EMD shall be forfeited in the event of bidder opting out after tender opening.
31	In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies ornon-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / equivalent market price at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. Nonperformance of contract attracts penal provisionsinline with BHEL's Suspension of Business dealings.
32	Any other terms and conditions of the bidder attached / referred against the tender enquiry will not be considered.

33	All drawings as also all patterns and tool supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders.
34	Any amount payable by the consignor / supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the consignor / supplier under any other work / contract awarded to him. This is without prejudice to any other action as may be deemed fit by BHEL.
35	The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com
36	Definitions
Throughout these conditions and in the specifications, the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.	
36 A	Purchaser' means BHEL-HPEP, Ramachandrapuram, Hyderabad-502 032 of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the companies Act having its registered office at BHEL House, Siri fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
36 B	'The seller' means the persons, firm, company or organization on whom the Purchase order is placed and shall be deemed to include the seller's successors, representatives, heirs, executors and administrator as the case may be. It may also be referred to as Contractor, supplier or vendor.
36 C	'Contract' shall mean and include the Purchase order incorporating various documents viz., tender/offer, letter of intent/acceptance, the General Conditions of contract and special conditions of contract for Purchase, specifications, inspection/quality plan, schedule of prices and quantities, drawings, if any enclosed are to be provided by the Purchaser or his authorized nominee and the samples or patterns if any to be provided under the provision of the contract. In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI/LOA followed by specific conditions, special conditions of contract and general conditions of contract for commercial conditions; and specific agreement on technical conditions, special technical conditions and general technical conditions, tender/offer.
37	'Parties to the contract' shall mean the seller and the purchaser as named in the main body of the Purchase Order.
38	Ordering and confirmation of order
	The seller shall send the order acceptance in toto within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Purchaser shall only be legally bound if agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliverables or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchaser order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the Purchaser) from the date of P.O. Purchaser, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.
39	Execution
	The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.

40	Progress Report
	The seller shall render such report as to the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the purchaser in any manner. Seller shall communicate to BHEL immediately, change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned. Milestones shall be periodically updated by vendor/subcontractor through PRADAN Portal (https://web.bhelhyd.co.in/mm/). Non updation will adversely affect service rating of vendor performance.
41	Product information, Drawings and documents / Non-disclosure and Information Obligations
	Drawings, technical documents or other technical information received by one party shall not without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are confidential and binding only to the extent that they are by reference expressly included in the contract. The seller shall, as per agreed date/s but not later than the date of delivery, provide free of charge any information and/or drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in the number of copies agreed upon or at least three copies of each. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the contract shall continue to be the property of the submitting party. The seller shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The seller shall not reveal confidential information to its own employees not involved with the tender/contract and its execution and delivery or to third parties, unless Purchaser has agreed to this in writing beforehand. The seller shall not be entitled to use the Purchaser's name in advertisements and other commercial publications including website without prior written permission from Purchaser. In the event of violation of the confidentiality as agreed, BHEL will take legal action as deemed fit. Non disclosure agreement to be entered as per Annexure- II wherever applicable.
42	Inspection and Testing
42 A	The goods and stores shall be manufactured by approved quality system and each part/component may be inspected and tested by the Purchaser prior to shipment and shall fully comply with relevant requirements of Purchaser. Purchaser has the right to inspect at any stage during manufacture/ delivery. In the event of rejection, Purchaser shall inform the seller accordingly and Purchaser shall be entitled to replacement or repair at his discretion or may proceed to terminate or cancel the agreement. All this, does not affect Purchaser's right to recover compensation.

42 B	Purchaser or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the seller's premises the material and workmanship of all stores to be supplied under the contract, and if the part of the stores are being manufactured at other premises, the seller shall obtain for purchaser or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the seller's premises. Such inspection, examination and testing, if made shall not release the seller from any obligation under the contract. For indigenous suppliers all costs related to first inspection request shall be borne by the purchaser and the cost of subsequent inspections due to non-readiness of material/rework/ rejections shall be borne by the seller. In case of imports all inspection charges including third party inspections if any shall be borne by the seller. The cost of inspection staff/third party specified by the Purchaser shall be borne by seller unless otherwise specifically agreed. Whether the contract provides for tests on the premises of the seller or any of his sub-contractor/s, seller shall be responsible to provide such assistance, labor, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by the seller unless otherwise specifically agreed in the contract. The Seller shall give the authorized representative of the purchaser reasonable notice in writing of the date on and the place at which any stores will be ready for inspection/ testing as provided in the Contract. Annexure - I may be strictly be complied with for the timelines. Any delay in submission of the documents by the vendor will not alter the delivery date.
43	Quality and Condition of the Deliverables
	The seller shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his products, packaging and raw and ancillary materials.
44	Packaging and Dispatch
	The seller shall package the deliverables safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by sea/air/rail/road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/hooks and sling marks as may be required for easy and safe handling by mechanical means. Special packaging conditions/ environmental conditions as defined in the enquiry shall be fully complied. Each package must be marked with consignee name, P.O. number Package No. gross weight & net weight, dimensions (LxBxH) and seller's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list of goods inside each package with P.O. item No. & quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols/instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.
45	Delivery:
	Except as otherwise indicated in the Purchase order, delivery shall be FOR (Destination) for indigenous orders and CIP for imported orders. The delivery date (s) or delivery period (s) as stipulated in the agreement shall be firm and binding and shall apply to the entire delivery for each P.O. item. Partial shipments may however, be permitted by the purchaser on prior intimation from the Seller. Unless specifically agreed otherwise, transit insurance coverage will only be within India for imported consignments by BHEL. Accordingly, the seller shall send an intimation to the Purchase officer/Manager giving Purchase Order No., shipping particulars, Invoice value etc., immediately on dispatch of goods.

46	Penalty
	The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be the essence of the contract. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the seller shall inform Purchaser hereof without delay. If delay in delivery is caused by any of the circumstances mentioned in clause 54 (Force Majeure) or which are caused exclusively by the acts of Purchaser, the Purchaser shall extend the time for delivery by a period which is reasonable having regard to all the circumstances in the case. If the Seller delays beyond any agreed delivery date(s) or period(s), Purchaser shall levy penalty for such delay @ 0.5% per week (7days) or part thereof on delayed portion of the order value subject to a maximum of 10% of the value of the Purchase Order. However, penalty for delayed delivery will be calculated on 100% of the purchase order value if the material supplied cannot be put to intended use. The penalty will be charged on the value of the purchase order excluding statutory levies, freight and insurance wherever not included in the price. Penalty amount so determined along with applicable GST thereon shall be recovered. Imposition, recovery or settlement of this penalty shall not affect Purchaser's right to performance, compensation and termination of the agreement. For delay analysis, period referred in Annexure-I will be considered as standard time lines for various major activities.
47	Transfer of Ownership and Risk
	The risk for the delivery remains with the seller until the goods are delivered at the agreed place. However ownership shall get transferred as per terms of purchase order in line with INCOTERMS.
48	Price, invoicing and payment
	The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding, loading and carriage to the place specified by the purchaser and are exclusive of all applicable taxes, duties etc., except for those specifically agreed by the Purchaser. Invoices shall be submitted bearing the Purchase Order number & date, item number/s and supporting documents as called for in the Purchaser order. The direct payments (including LC/documents through Bank on collection basis), shall be made by E-payment mode and not by cheque /bank drafts except in special circumstances. Vendors shall furnish the E-payment particulars in the prescribed formats duly authenticated by their respective Bankers, If not got registered earlier with the Buyer. . Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services. Invoice should mention BHEL-HPEP- HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.

	Indian Agency commission if payable and so specified in the Purchase order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate prevailing on the date of tender opening (part 1 in case of two part bid), after successful completion of the contract. If so stipulated in the order, the seller shall furnish, on receipt of the Purchase Order or along with order acknowledgement, the billingbreak-up of prices (BBU) for approval by the purchaser in respect of the major items/components going into the equipment. This BBU is required by the Purchaser for admitting the claims of the seller if part shipments are contemplated and also to facilitate customclearance after payment of duties in case of imports. In case of delay in receipt of supporting document details, consequential demurrage/wharf age /detention charges shall be to the account of the seller. Payment does not imply in any respect whatsoever a waiver of Purchaser's right to performance of the agreement. Purchaser is entitled to set off claimable debts against claimable liabilities with the seller by means of a setoff Note.
49	Contract variations; Increase or decrease in the scope of supply
	Purchaser may vary the contracted scope during execution due to exigencies of project requirement. If the seller is of the opinion that the variation has an effect on the agreed price or delivery period, Purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the seller. Provided, that if unit rates are available in the contract, the same shall be applied to such additional work. The seller shall not perform additional work before purchaser has issued written instructions/amendment to the purchase order to that effect. The work which the seller should have or could have anticipated in terms of delivering the service (s) and functionality (ies) as described in this agreement should be executed by the vendor without any price implication.
50	Short shipments/ warranty/guarantee replacements
	In case of any short shipment during initial supply which is subsequently dispatched by the seller or any guarantee / warranty replacements shall be dispatched on "DDP-Delivered duty paid BHEL stores" basis for imported items and "FOR-BHEL Stores/designated destination" basis for indigenous items. Taxes, if any paid by indigenous vendor for short supply, guarantee /warrantee replacement, repair activity shall be to vendor's account only. Vendor has to raise a credit note for short supplied quantity as per GST provisions.
51	Rejection/Replacement
	The seller shall arrange replacement / repair under its obligation under the contract within one month from the date of intimation or mutually agreed period. The rejected goods shall be taken away by the seller and replaced on DDP/FOR-BHEL Stores/designated destination basis within such period. In the event of the seller's failure to comply. Purchaser may take appropriate action including disposal of rejections, at the cost and risk of the seller. Vendor has to raise a credit note for rejected quantity as per GST provisions.
	In case defects attributable to seller are detected during processing of the goods at purchaser's / his subcontractor works, the seller shall be responsible for replacement /repair of the goods as required by the purchaser at seller's cost.
52	Export Administration Regulations
	If a delivery includes such technology and / or supply that is subjected to the export regulations the seller shall obtain due permissions, approvals, license etc.

53	Cancellation / Termination of contract and risk purchase
	Purchaser shall have the right to completely or partially terminate the agreement by means of written notice to that effect without prejudicing their other rights in the event that : -The seller is declared bankrupt, its business has been shut down or liquidated, a substantial part of its assets have been attached/destroyed, or the business has been transferred to a third party. -Any misrepresentation or hiding of material fact if detected at a later stage. -The delivery is rejected after inspection or re-inspection. -In the event of termination, the risk of the items already delivered but not of use to Purchaser, as determined by purchaser, remains with the seller. The items shall then be at the seller's disposal and they are to be collected by the seller. The seller shall refund any payments made by purchaser in terms of the terminated agreement immediately, not later than 30 days, - In the event of Cancellation/ termination of contract, BHEL reserves the right to procure the items which are not delivered as per PO and charge the excess cost from the defaulting seller. In case the excess cost is not repaid by or recovered from the defaulting seller within 30 days, apart from legal recourse for effecting such recoveries, Penal action in line with BHEL's Suspension of Business dealings will be taken.
54	Force Majeure
	The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service immediately without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.
55	Non-waiver of Defaults
	If any individual provision of the contract is invalid, the other provisions shall not be affected.

56	Settlement of Disputes
	(i) Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Purchaser, subject to written appeal by the seller to the purchaser, whose decision shall be final. (ii) Any disputes of differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration (iii) The seller shall continue to perform the contract, pending settlement of disputes(s).
57	Conciliation clause
	CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story_details?story=2454 . The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB
	ARBITRATION (WITH SOLE ARBITRATOR)
	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, penalty deduction, validity or execution of the Contract; time extension, 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 . Sole arbitrator to be appointed by Head of the Unit - BHEL , HPEP .
	The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
	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 Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.
	The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.
	Subject to the arbitration in terms of clause 57, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract. 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.

	ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT
	In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018
58	Applicable Laws and jurisdiction of Courts
	This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.
59	BHEL-Fraud prevention policy shall be adhered to.
	The Bidder along with its associate/ Collaborators/ Sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL Website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
	Fraud prevention policy and list of nodal officers is hosted on BHEL Hyderabad website web.bhelhyd.co.in
60	Suspected 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 , theBidder is found having indulged in above activities , suitable action shall be taken by BHEL as per extant policies / guidelines .

Note: Purchase officer has to fill Annexure-I while sending enquiry

SECTION-IV PRICEBID FORMAT

PRICE BID FORMATS

- Price bid format for foreign vendors:

- (A) Unit Cost of total package
- (B) Total material cost (unit cost X 4) (other than Sl. No. C to E below)
- (C) Cost of Accessories/ equipment as per Annexure-A per 4 Rigs
- (D) COST FOR REVIEW OF BHEL DRAWINGS/NEW DRAWINGS IF ANY for 4 Rigs
- (E) Cost of supervision of Installation and Commissioning for 4 Rigs
- (F) Grand Total Material Cost, FOR 4 RIGS (B+C+D+E)
- (L) Packing & FOB Charges
- (M) Pre shipment INSPECTION CHARGES IF ANY
- (N) Total FOB port of shipment charge(F+L+M)
- (O) Ocean Freight Charges upto Mumbai, India
- (P) Banking and Insurance Charges @ 1.5% on total FOB value vide N above
- (Q) Total CIF Mumbai value, (N + O +P)
- (R) IGST @5% on Q
- (S) Compensatory cess on R if any
- (T) CIF + IGST Value (Q+R+S)
- (U) Installation & Commissioning supervision Charges:
- (V) GST & Applicable Compensatory Cess if any; on Installation & Commissioning Charges vide U above:
- (W) Training charges, if any
- (X) GST & Applicable Compensatory Cess If any; on Training charges vide W above
- (AA) Grand Total Value (T+U+V+W+X)
- (BB) grand total in WORDS
- (CC) gross WEIGHT
- (DD) Gross Volume

Price Bid Format for Indigenous Bidders:

- (A) Unit Cost of Total package:
- (B) Total material cost (Unit cost X 4) (other than Sl. No. C to E below):
- (C) Cost of Accessories/ equipment as per Annexure-A per 4 Rigs
- (D) COST FOR REVIEW OF BHEL DRAWINGS/NEW DRAWINGS IF ANY for 4 Rigs
- (E) Cost of supervision of Installation and Commissioning for 4 Rigs
- (F) Grand Total Material Cost, FOR 4 RIGS (B+C+D+E)
- (M) Packing and Forwarding Charges:
- (N) Pre-shipment Inspection charges, if any:
- (O) Total Ex-works value, (F + M + N) above:
- (P) GST on (O) above:
- (Q) Compensatory Cess, If any on (P) :
- (R) Total FOR Despatching Station value (O + P +Q):
- (S) Inland Freight Charges upto BHEL Hyderabad including GST :

- (T) GST included Transit Insurance Charges @ 0.5 % of (R):
- (U) Total FOR Hyderabad value, (R + S + T) above :
- (V) Installation & Commissioning supervision charges:
- (W) GST & Applicable Compensatory Cess If any; on Installation & Commissioning Charges vide (V) above:
- (X) Training charges, if any:
- (Y) GST & Applicable Compensatory Cess If any; on Training charges vide (X) above:
- (Z) Grand Total Value (U + V + W + X + Y):
- (AA) Grand Total value in words:
- (BB) Gross Weight :
- (CC) Gross Volume :
- (DD) Import Content, if any:

SECTION-V

INTEGRITY PACT FORMAT

INTEGRITY PACT (IP)

- (a) IP is a tool to ensure that activities and transactions between the company and its Bidders/Contractors are handled in a fair, transparent and corruption free manner. Following **Independent External Monitors (IEMs)** on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Address	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	vbsinghips@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any compliant arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tenders issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below.

Details of contract person(s):

SI	Name	Phone & Email
1	Shri B. Krishnan AGM/BHEL	Ph: +910423183414 Mo.:+919490492122

		krishbadur_h@bhel.in
2	Shri Rajeev Kumar DGM/BHEL	Ph: +910423185290 Mo.:+919490746965 raj31@bhel.in

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:-----

(Name & Address) -----

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:-----

(Name & Address) -----

SECTION-VI
NON DISCLOSURE AGREEMENT
(CONFIDENTIALITY AGREEMENT)

Confidentiality Agreement

This **CONFIDENTIALITY AGREEMENT** (“**Agreement**”, which expression shall unless it be repugnant to the subject or context thereof, include all schedules and amendments thereof made from time to time) is made on the date set out in Schedule) hereof (the “**Effective Date**”) between the person (s) named in Schedule hereof (the “**Receiving Party**”) of the One Part.

And

BHEL LIMITED, a company incorporated under the companies Act, 1956 and a banking company within the meaning of the banking Regulation Act. 1949 and having its registered office at / its corporate office at BHEL Towers, ----- and the Zonal branch/branch office at_____ (“**BHEL**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Other Parts.

The Receiving Party and BHEL are hereinafter collectively referred to as “Parties and individually as a “Party”,

PREAMBLE:

- (i) BHEL is considering a project involving ----- (Insert Company Name & brief description of Project), the Receiving Party (“ the Project”), as more particularly specified in detail in Schedule 2 of this agreement for which BHEL will divulge certain information to the Receiving Party which at present is confidential and not in the public domain.
- (ii) BHEL intends that the aforesaid information be kept confidential as between the Receiving Party and BHEL and the Receiving Party undertakes and declares that it shall not divulge, publish or reproduce the same before and person except in accordance with the terms of this Agreement.

THEREFORE, IN COSIDERATION OF BHEL making available such confidential information as aforesaid to the Receiving Party, the Parties agree as follow

(1) For the purpose of this Agreement, “**AFFILIATE**” of BHEL shall mean and include:

- (a) Any company which is holding company or subsidiary of BHEL, or
- (b) A person under the control of or under common control with BHEL, or
- (c) Any person, in more than 26% of the voting securities of which BHEL has a direct or beneficial interest.

For the purpose of this Affiliate and Agreement, “control” together with grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, Whether through the owner ship of the vote carrying Securities, by contract or otherwise however; and “Person” means the company, corporation, a partnership, trust or any other entity or organization or other body Whatsoever.

- (2) The Receiving Party hereby agrees that all the confidential, proprietary or trade secret information relating to BHEL including without limitation, information regarding the business operations, financial information, customer information and marketing strategies of BHEL and any notes, compilations, studies, interpretations, presentations, correspondence or other writing made available to the receiving Party by BHEL whether in physical or electronic form, whether after the effective date or prior to the execution of this agreement, and in specifically marked “**CONFIDENTIAL**”, INCLUDING any verbal indication that has been documented in writing and marked as “**Confidential Information**”. The receiving Party agrees that all the confidential Information shall be treated as absolute secret and the receiving Party shall not disclose to any person such information otherwise than in accordance with the terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof.
- (3) The receiving Party shall not, without the prior written consent of BHEL, display or disclose all or any part of the confidential Information, in any manner or circumstances whatsoever, to any person or any third party and all Confidential Information contained herein shall be used by the receiving Party, directly or indirectly solely for the purpose of considering, evaluating and effecting the Project. The receiving Party shall not use the Confidential Information in any way detrimental to BHEL.
- (4) The receiving Party hereby represents that any employee or any official of the Receiving Party who will be given access to the Confidential Information on behalf of the Receiving Party has executed/ shall execute appropriate non-disclosure contracts with the receiving Party for adequate protection of the confidential information belonging to BHEL and/or its Affiliates against disclosure or exploitation. The receiving Party shall forthwith make available a copy of such contracts as and when required BHEL.
- (5) The receiving party shall maintain a record of entities/persons to which the Confidential Information has been disclosed. This record shall be promptly made available to BHEL upon request.
- (6) Without limiting the above, the Receiving Party further undertakes:
- (i) Not to disclose that the confidential Information is or has been or will be made available or that evaluation of the Confidential Information is being or has been or will be made.
 - (ii) Not to make copies of, or reproduce or display in any form and by any process, all or any of the Confidential Information, except in the form of notes or memoranda, whether in physical or electronic form, made by Receiving Party employees/ officials during their evaluation of the Confidential Information;
 - (iii) To limit the access to the Confidential Information solely to those of its directors, officials or employees who have reason to require access only on a “**need to know**” basis;
 - (iv) To ensure that each of such director, official or employee referred to in Clause 6 (iii) hereinabove, to whom the Confidential Information is disclosed, observes strictly, the restrictions as to use and disclosure contained herein;
 - (v) To return all Confidential Information to BHEL forthwith and within a period of 10 days upon request by BHEL or upon the Receiving Party or BHEL deciding not to proceed with the Project. Should BHEL permit the destruction of such Confidential Information, the Receiving Party

shall destroy the Confidential Information, within the period as may be specified by BHEL and shall provide BHEL with written notice that such destruction has been carried out.

- (vi) To use the Confidential Information solely for the purpose of considering, evaluating and effecting the Project as specified in Schedule 2 hereto and to take all steps necessary to protect the secrecy of the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
 - (vii) To keep confidential the fact of existence of discussions between the Receiving Party and BHEL concerning the Project, unless otherwise required by law and not make any private or public announcement or statement concerning or relating to the Project.
7. The restriction on use and disclosure set out above shall not apply to any Confidential Information which at the date of its disclosure to the Receiving Party is public knowledge or which subsequently becomes public knowledge other than by way of a breach of the terms of this Confidentiality Agreement; Or was available to the Receiving Party prior to its disclosure to the Receiving Party by BHEL under the terms of this Agreement; Party by BHEL under the terms of the Agreement: or is required to be disclosed by way of a legal process regulation or Government order, decree, regulation or rule; Provided herein after that for the purposes of the above section, such circumstances as defined above shall be tangibly proved to the satisfaction of BHEL in order to qualify as an exception under this category.
 8. The Receiving Party agrees that all Confidential Information shall remain the property of BHEL or its Affiliates and that BHEL may use such confidential information for many purposes without any obligation to the Receiving Party. Nothing contain herein shall be construed as granting or implying any transfer to rights (including license rights) to the Receiving Party in the Confidential Information.
 9. The Receiving Party agrees and understands that by the furnishing or making available of the confidential information, neither BHEL nor any of its agents are making any representation or warranty express or implied as to the accuracy or completeness of the confidential information. BHEL shall not be liable to the Receiving Party or any other person to use of the confidential information.
 10. The Receiving Party shall immediately notify BHEL of any known or suspected breaches of this Agreement and shall give BHEL Full Corporation in any search or security.
 11. If either party decodes that it does not wish to proceed with the Project, such party will promptly advice the other party shall forthwith return all confidential information to BHEL and shall not retain any copies of the same, in any form whatever. The receiving Party shall further certify compliance with this clause to BHEL forthwith in writing.
 12. The Receiving Party hereby agrees to forth indemnify and hold harmless BHEL and its Affiliates from and against any claim and loss or damages, liability (including the legal fees) arising out of or in connection with any unauthorized or any other breach of the terms and conditioning contained in this Agreement. This clause shall survive the termination or expiration of this Agreement.
 13. The Receiving Party acknowledges that any breach of the terms and conditions of this agreement may cause BHEL irreparable damages for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that BHEL or its nominee (in BHEL's sole discretion) shall be entitled, in addition to any other

- remedies available to it, to seek injunctive relief and/or from its employees/officials, or otherwise to protect its rights, under this Agreement.
14. in the event the Receiving Party is required to disclose Confidential Information upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify BHEL of its having received a request to so disclose (alongwith the terms and circumstances thereof), and consult with BHEL on action or steps to be taken in response to such request and shall finally execute any such request in accordance with the satisfaction of BHEL.
 15. This Agreement shall be binding upon and shall inure for the benefit of the heirs (if applicable), successors and assigns of the Parties hereto.
 16. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by either Party except by prior written consent of the other Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
 17. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.
 18. If any provision of this Agreement is determined to be unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and in full force and effect.
 19. This Agreement, the relationship between the Parties and all rights and obligations arising from any act done or required to be done under this Agreement and the terms herein shall be governed by and construed in accordance with the laws in India. The courts at Mumbai shall have the jurisdiction to try any matters arising out of or in connection herewith.
 20. Nothing in this Agreement shall obligate either Party to consummate any transaction discussed as a result hereof.
 21. This Agreement shall become binding on the Parties from the Effective Date and shall be in force such tenure as specified in Schedule I and shall remain in force for the entire term of the Project Notwithstanding anything contained herein, the obligations of Receiving Party Under this Agreement to retain secrecy of the Confidential Information shall however survive and be continuing until the Confidential information disclosed by BHEL is no longer confidential and is in public domain without any breach of the terms and conditions hereof by the Receiving Party.
 22. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified in Schedule I hereto. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).
 23. For the avoidance of the doubt, the owner hereby reserves the right at all times to file for / oblige for any applicable copyright / patent and / or any other licenses as applicable and to this effect the Receiving Party hereby undertake to ensure that

there is no infringement of the owner's Intellectual Property Interest (IPR) at any time.

SCHEDULE I

1. **Effective Date:**_____ day of _____ (Month).20_____
(year)

2. **The Receiving Party:**

_____, a company registered under the provisions of the
Companies Act, 1956, and having its Registered Office at
_____.

The expression "Receiving Party" shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns.

3. **Tenure:**---- Years

4. **Address for Notices:**

If to BHEL:

BHEL Limited,

BHEL Towers,

Siri Fort

New Delhi 110049

Facsimile Number:

Tel No.:

Attn:

If to the Receiving party:

[Address]

Facsimile Number:

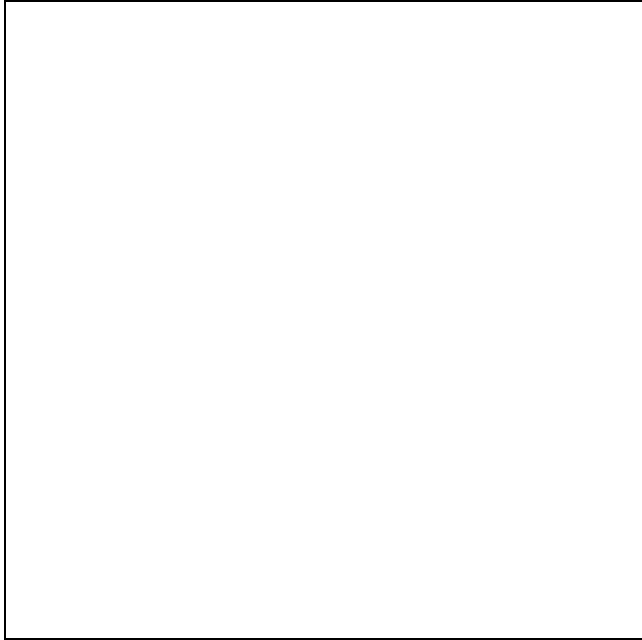
Tel No.:

Attn:

SCHEDULE 2

PROJECT

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed in the manner hereinafter appearing.



In the presence of:

1)

2)

AND

Signed and Delivered by BHEL
LIMITED, the within named BHEL by the
Hand of _____, its
Authorized official in the presence of:

1) _____;

2) _____.