



GLOBAL TENDER

FOR

**SOURCING DESIGN FOR 1500 KIPS BOOT STRAP MAST &
BOX-ON-BOX TYPE SUBSTRUCTURE**

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



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

DISCLAIMER

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.

The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and submission of bids for the equipment and services. This is not an offer by BHEL to the prospective Bidder(s) or any other person. This document is neither intended nor shall it be construed as creating or requiring any ongoing or continuing relationship or commitment with any party or person. This document is issued for inviting bids to enter into a Pre-Bid agreement with successful bidder on mutually agreed terms and conditions.

Though adequate care has been taken in the preparation of this document, the interested firms shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Agencies are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by BHEL by the date mentioned in the document, it shall be deemed that the document is complete in all respects.

The issue of this document does not imply that BHEL is bound to select and shortlist Bidder(s) to enter into any agreement(s) with any Bidder(s). BHEL reserves all right to reject any applications submitted in response to this tender document at any stage without assigning any reasons thereof. BHEL also reserves the right to withhold or withdraw the process at any stage. Neither BHEL nor its employees and associates will have any liability any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this document or any matter deemed to form part of this document, the information and any other information supplied by or on behalf of BHEL. BHEL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance/use of any statements/information contained in this document by the Bidder. BHEL is not making any representation or warranty, express or implied, as to the accuracy or completeness of any information/statements made in this document.

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.



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

CONTENTS

SI No	Section	Title
1	SECTION – 1	GENERAL & PREQUALIFICATION REQUIREMENT (PQR)
2	SECTION – 2	INSTRUCTIONS TO BIDDERS (GENERAL TERMS AND CONDITIONS)
3	SECTION – 3	TECHNICAL SPECIFICATIONS AND SCOPE OF WORK
4	SECTION – 4	DELIVERY SCHEDULE OF EQUIPMENT
5	SECTION – 5	PRICE BID FORMAT AND PRICE BID EVALUATION CRITERIA
6	SECTION – 6	INTEGRITY PACT FORMAT
7	SECTION – 7	NON-DISCLOSURE AGREEMENT



SECTION – 1

GENERAL REQUIREMENT



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

1.0 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 ~3 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.



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

2.0 PURPOSE

- 2.1 This tender is issued specifically to address the 1500 KIPS Bootstrap Mast & Box-on-box type Substructure for 1 no. 3000HP AC VFD Rig requirement from M/S OIL India vide tender # SDG7023P25.
- 2.2 BHEL intends to offer complete AC rig package to M/s OIL, by sourcing/leasing of design of 1500kips Bootstrap Mast and Box-on-box type substructure against this tender or as suited to BHEL.
- 2.3 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 indicated in **Annexure-1** and detailed technical specifications (Refer Section-3) of Bootstrap Mast & Box-on-box type Substructure.
- 2.4 Bidder(s) shall submit their bids in three parts i.e. Part-I (Documentation for Prequalification), Part-II (Techno-commercial bid) & Part-III (Price bid) within the due date for bid submission.
- 2.5 BHEL shall open Bid part-2 along with Bid part- 1 (in camera). BHEL shall shortlist the bidder(s) who meet the PQR (Part-1 bid) as per clause 4.0
- 2.6 After shortlisting of the bidder(s) from Part-1 bid, BHEL shall evaluate the Techno-commercial bid(s) (Part-2 bid) covering scope of supply and Commercial terms & conditions. These Part-2 bid(s) of only qualified bidder(s) against Cl. 2.5 above shall be evaluated.
- 2.7 BHEL shall evaluate Techno-commercial offers and may seek further clarifications on the bids submitted. After final evaluation of Part-2 (Techno-commercial bids of qualified bidders) by BHEL, Part-3 Price bids shall be opened in camera only of the bidders whose Part-2 Techno-commercial bids are found to be meeting BHEL tender requirements.
- 2.8 BHEL shall enter into MoU / agreement valid for a period of 1 (One) Year-with the finally selected party (L1 bidder). MoU / agreement shall be limited to the requirement of M/S OIL for 1 no. 3000HP AC VFD Rig package, for which this tender is being issued. Validity of MoU may be extended beyond 1 (One) Year with mutual agreement.

This MOU may be considered for extension to such similar requirement with approval from competent authority.

3.0 GENERAL INSTRUCTION TO BIDDERS:

- 3.1 Bidders to prepare and submit the bids as per procedure given in Section-2 (ITB).
- 3.2 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 3 days of BHEL request.
- 3.3 Any request for further information or clarification on the tender document may be submitted within 3 days from date of issue of tender.
- 3.4 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.
- 3.5 Duly authorized representative of the bidder(s) shall sign on each page of the bid document.
- 3.6 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.
- 3.7 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.



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

- 3.8 Bidders banned by BHEL & OIL 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 & OIL web sites
- 3.9 All costs incurred for participation in the tender shall be borne by the respective Bidder.
- 3.10 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.
- 3.11 BHEL shall place PO on the successful bidder after entering into MoU and receipt of order / contract from M/S OIL.
- 3.12 Additional information to be provided by Bidder for establishing bidder's experience as per Format given in **Annexure-3A** Bidder to ensure to submit this information with Part-1 bid.
- 3.13 Bidder will provide name and contact information of respective personal/s to BHEL (upon request) for documents verification requirement.
- 3.14 Bidder shall provide following necessary information (as required for BHEL to furnish Bid to OIL) along with technical bid (Part-2)
- i. Tentative General Assembly drawings,
 - ii. Technical specifications/catalogs of the proposed design of Mast & Substructure,
 - iii. List of Exception items (refer to Section 3.3) along with dimensions and weight.
- 3.15 Bidder may submit their application as per **Annexure -2** (along with supporting documents for Bid Part-I, Part-II & Part-3) 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: technicalbid_hyd@bhel.in
Part-3: pricebid_hyd@bhel.in**

Phone: +91 40 23185290 (office), +91 9490746965 (mobile)

4.0 Pre-Qualifying Criteria (PQR):

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

Financial :

- 4.1 Bidder must meet following financial parameters:
- 4.1.1 Bidder's Turnover/revenue for the last financial year ending on 31st March (for FY2023-24) or 31st Dec (for financial year 2023) as applicable for the Bidder shall be more than INR 1.0 crore.
- 4.1.2 Bidder to submit last financial years' (2023-24 for financial year ending on 31st March OR 2023 for financial year ending on 31st Dec) profit and loss statement certified by a Chartered Accountant or equivalent in the respective countries.



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

Technical :

- 4.2 Bidder must be an Original Equipment Manufacturer (OEM) for Bootstrap type Mast & Box-on-Box type Substructure (of min. hook load capacity 1000 Kips) meant for on-shore deep drilling rigs. Bidder must have manufactured and supplied at least 1 no. of Bootstrap type Mast & Box-on-Box type Substructure of hook load capacity 1000 Kips or higher in last 15 (Fifteen) years (15 years' period as stated shall be reckoned from the date of opening of PART BID-1). Bidder to submit API-4F certificate for the facility from which 1 set of such Mast & Substructure is supplied.

OR

Bidder should be a designer of Mast & substructure having design capability for Bootstrap type Mast & Box-on-Box type Substructure. Minimum 1 no. of Bootstrap type Mast & Box-on-Box type Substructures of 1000 Kips or higher hook load capacity must have been manufactured with Bidder's design last 15 (Fifteen) years bearing API 4F monogram. (To be substantiated by Experience List of contracts in last 15 years along with API-4F certificate of the manufacturer). Such bids shall also be accompanied by a declaration from the manufacturer of Mast & Substructure that their supplied mast & substructure is as per Bidder's design.

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

Supporting document attached: Yes/ No

5.0 Undertakings to be submitted along with Bid Part-1

Bidder must furnish the following undertakings:

- 5.1 Bidders to whom with BHEL will enter into MoU/agreement shall not directly participate in the tenders issued by M/s OIL for 3000HP AC VFD Rig package or equipment. (Reference OIL E-Tender No. **SDG7023P25 dated 17.07.2024**).
- 5.2 The bidder shall provide schedule of activities for completing the delivery and third party inspection of rig equipment within 21 days from the date of LOA/PO.



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

Annexure-1

BIDDER'S BROAD SCOPE (REFER SECTION – 3.1 FOR TECHNICAL DETAILS)

Broad Scope of Supply & services to be provided by Pre-bid Partner :

1. Design Documentation of 1500 KIPS Boot Strap Mast & Box-on Box type Substructure
2. Supervisory support during assembly, Rig-up, Dismantling, and Maintenance, acquaintance training at BHEL aimed at understanding the intricacies of Bootstrap design Mast & Box-on-Box type substructure to M/S BHEL & M/s OIL personnel.

Supply of Design and Documentation of Bootstrap type Mast and Box-on-Box type Substructure,

1. Supply of Design documentation as per section 3.1 meeting Cl. 5.4 of API-Q1 and total API-4F (5th edition)
2. Supply of Design calculations including calculations of critical welds/components.
3. Supply of Design Source File (STAAD file), Supply of file and software if other than STAAD
4. Supply of Design and Development records as per API Q1 & 4F (5th edition)
5. Supply of Complete Manufacturing drawings in Auto CAD with detailed BOM (in Metric system).
6. Supply of Purchase specification for components or subassemblies to be outsourced.
7. Supply of Raw Material Purchase Specifications
8. Supply of Assembly drawings
9. Supply of Assembly sequence and Rig-up & Rig-down procedures
10. Supply of Soil Bearing/ Base pressure Diagram
11. Supply of O&M Manual
12. Supply of other information pertaining to this tender , as required by BHEL for carrying out manufacture, meeting API audit requirements for the subject of Bootstrap type Mast and Box-on-Box type Substructure at BHEL- Hyderabad facility and operation by end customer.
13. Supply of load test procedure for Mast at rated hook load capacity

Notes:

- i) Vendor to design the Mast, Sub-structure and crown block and other accessories preferably with steel profiles readily available in India.
- ii) Vendor to provide details of all the BOI's used in M&SS
- iii) Complete design package as defined by API-Q1 and to be meeting Cl. 5.4 of API-Q1 and total API-4F latest edition shall be made available for review by BHEL.
- iv) Documentation to include Detailed design calculations, spreadsheets, hand calculations, welding design (meeting AWS D1.1).
- v) Output documents to include drawings in AutoCAD format with detailed BOM, 3D model of total structure preferably in Tekla structures. (If 3D models and other drawings of different software, vendor to supply software also)
- vi) Design shall be validated and approved
- vii) Substructure to be compatible to BHEL make Independent Rotary Drive system.
- viii) Mounting provision for IRN (Including design)
- ix) Mounting location and provision for Air winches for 1. Racking board, 2. Man rider and 3. Drilling use.
- x) The offered design shall be compatible for Rig walking system (Of any reputed make preferably NOV) with full setback (pipes racked on the floor) for pad drilling.
- xi) The offered design of Bootstrap Mast & Box-on-Box shall have provision for Rig walking system. Bidder to provide the information such as Load capacity and Total deflection of the sub base between two lifting ends etc.
- xii) Following minimum equipment (but not limited to) to be considered while designing Mast & Substructure.
 - a. **3000 HP AC Draw-works (to be mounted on a Platform at a height of around 3 mts to avoid interference with X-mas tree during Rig walking**
 - b. 750 Ton AC Top drive
 - c. Iron Roughneck (ST-100 or equivalent)
 - d. Hydraulic catheads
 - e. Drillers control cabin and ODS tool room
 - f. IRD system
 - g. Air winches
 - h. Casing Stabbing board
 - i. Other equipment as per technical specifications at section 3.1



Annexure-2

Information to be submitted by Bidder with Part-1 bid

1. Name of the Company/Bidder:
2. Legal status of the Company: Public/Private/Incorporated/Govt./ etc
3. Brief description of the Company including details of its business groups/subsidiaries/ affiliates:
4. Date of Incorporation:
5. Date of Commencement of Business:
6. Full address including Telephone nos. / Fax nos.: Registered

Office:

Head Office:

Address for communication: Contact

Details:

Office Address in India, if any:

(Sign & Company Seal)

Authorized signatory



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

ANNEXURE-3A

Format for supply experience

Sl. No.	BEC/ BRC Clause No.	Name of Offered Equipment (As applicable)				Past Supply Experience						Proof of execution				Remarks/ Additional details	
		Bootstrap Mast & Box-on-Box substructure	Make - Name & Address of Manufacturer	Technical Specification - (Capacity/ Size/Features etc.)	File/doc ref, page no etc. in the bid.	Customer Name & Address	Category of Customer (E&P Co./Drilling Contractor/ Drilling Rig Package Integrator/ Drilling Service Provider to OIL & Gas Industry)	Contract/ PO / MOU No. etc.	Date	Item Quantity	File/doc ref, page no etc. in the bid.	Reference no of End user certificate / Bill of Lading/ Consignee delivery receipt or challan/ Central Excise Gate Pass/Tax Invoice/ Commercial Invoice/ Payment Invoice	Date	Item Quantity	File/doc ref, page no. etc. in the bid.	Descripti-on	File/doc ref, page no etc. in the bid.

Authorised Person's Signature: _

Name: _____

Company: _____

Date: _____

Note: Originals of documentary evidence are to be produced for verification on demand



SECTION – 2

INSTRUCTION TO BIDDERS (GENERAL TERMS & CONDITIONS)



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

(Attachment to Enquiry No. Due on Date 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	VEND OR RESP ONSE (YES/ NO)	DEVIATIONS / COMMENT
1	SCOPE OF SUPPLY:		
	<p>Signed & Sealed offers are invited for the Scope of Supply of Services 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 three parts bidding system. Part-1 bid for Qualification of bidders to be submitted to mail ID technicalbid_hyd@bhel.in, Part-2 bid for Techno-commercial offer to be submitted to mail ID technicalbid_hyd@bhel.in, and part -3 ,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.</p> <p>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.</p>		
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	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
C	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



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

D	Offers shall be submitted directly, only by the Original Equipment Manufacture/Designer or by their authorized representative 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
E	Offer received after the specified time and date of submission shall be rejected. No further correspondence shall be entertained.		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).		
4	BID SUBMISSION PROCEDURE:		
A	For Three-Part Bids :		
i	Three part bid consisting of i) Pre-Qualification bid (PQR) – (Part-1), with all relevant documents for qualification of bidder & shall be kept in a separate sealed cover super subscribing Enquiry no. (PQR Bid Part-1) & due date. ii) Techno-commercial Bid – (Part-2), with all technical specification & scope including bill of material etc., 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 subscribing enquiry No. (Techno-Commercial Bid Part-2) 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-2) iii) Price Bid (Part-3), 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 Part-3) & due date. All these covers shall be kept in a fourth 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



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

ii	Part-1 PQR Bid and Techno commercial bids (Part-2 bid) will be opened on the assigned date. Techno commercial bids (Part-2 bid) of those vendors only who are qualified in Part-1 (PQR bid) will be evaluated. Price bid (Part-3 bid) of those vendors only who are qualified in Part-1 & 2 bids will be opened later on a specified date.		Non Deviatable
iii	The bidders whose Part-1 / Part-2 bids are not accepted will be informed.		
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 warrant changes in prices.		Non Deviatable
v	Bids shall be opened in camera on due time and date. No representative of bidder shall be permitted to attend the bid opening.		Non Deviatable
5	Delivery Instructions		
A	Indigenous Purchase		
	Goods shall be delivered on FOR BHEL	FOR INDIGENOUS BIDDERS	
B.	Imports		
	The goods shall be delivered on FOR BHEL basis		
6	Documentation:		
A	Indigenous Purchase		
	<p>Following documents shall be submitted immediately on dispatch of Drawings/Design Documentation to BHEL :</p> <p>a. Original Tax Invoice (Refer ITB clause no 10 for Tax Compliance)</p> <p>b. Any other documents as specified in SCC.</p>	FOR INDIGENOUS BIDDERS	Non Deviatable



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

B	Imports:	FOR FOREIGN BIDDERS	Non Deviatable
	<p>Bidder shall submit all the required documents to BHEL as prescribed in the Purchase order and NIT.</p> <p>i) Description of items in invoice, packing list, BL / AWB or LR shall be same as PO item description. Bidders shall ensure that invoice shall contain PAN nos. of both bidder and BHEL 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 bidder on priority basis.</p> <p>ii) The bidder shall provide the following documents at the time of submission of offer:</p> <p>a) No Business Connection in India declaration issued by the bidder as per the format specified. (or)</p> <p>b) (i) No Permanent Establishment in India declaration issued by the bidder as per the format specified. (ii) Tax Residence Certificate issued by the bidder's tax authorities. (iii) Form 10F, as attached in Annexure V, to be issued by the bidder.</p> <p>c) In case the bidder has a Business Connection in India as per Section 9 of Income Tax Act or significant economic presence in India as per rule 11 UD of IT Act or Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement between India and the bidder's country, the bidder shall provide a withholding tax order issued by the Indian Income Tax authority for recovery of applicable tax.</p>		
7	Delivery Schedule		
	<p>Refer Section-4 of tender document for detailed delivery schedule expected by BHEL from bidder.</p> <p>BHEL reserves the right to reject the material, if not delivered by scheduled Purchase Order Delivery Date.</p>		
8	Pricing Terms		
	<p>Prices once quoted shall remain firm and valid during the execution of PO / MoU. Offers with PVC will be rejected outright.</p>		Non Deviatable
9	PRICE VALIDITY :		



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

	Unless otherwise specified, offer shall be valid for a period of 180 days from the date of Part - 1 bid opening date for entering into MOU / Pre-bid tie-up. Rates in the MOU / Pre-bid tie-up shall remain unchanged till the validity of MOU or the delivery of last equipment as per PO placed by BHEL within validity period of MOU.		
10	Taxes & Duties (RATE TO BE INDICATED by the bidder against the space provided)		
A	Indigenous Purchase		
	<p>i) Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer.</p> <p>ii) If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer.</p> <p>iii) Bidder to quote the applicable taxes in the following manner:</p> <ul style="list-style-type: none"> - Services Accounting Code(SAC) of Services. - IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided <p>iv) Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services.</p> <p>v) In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated.</p> <p>vi) Any other taxes & duties not covered anywhere above may be indicated separately.</p> <p>Taxes deducted at source:</p> <ul style="list-style-type: none"> - TDS as per the extant statutes shall be deducted. - In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act. - Concessional certificates, if any, should be provided well in time for lower deduction of tax 		



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

Terms & Conditions to be complied

1. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPEP GSTIN ie 36AAACB4146P1ZG. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc.
2. Reimbursement of GST amount will be made only upon completion of the following:
 - i. Bidder declaring such invoice in their GSTR-1 Return/ IFF
 - ii. Receipt of Goods or Services and Submission of Tax invoice by BHEL
 - iii. The tax invoice is reflected in the GSTR2B of BHEL, HPEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal.
3. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. The same would be available in PRADAN Portal for the bidder's information. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices.
4. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest.
5. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/leviable on BHEL.
6. GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal.
7. Bidders to note that Rules & Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities.
8. Vendors who fall under the E-Invoice regulations, i.e., having an annual turnover of Rs. 10 crores (Rs 5 crore w.e.f 01.08.2023) in the previous year shall issue e-invoice in line with Rule 48(4) of CGST Rules failing which GST amount will not be reimbursed to the vendor even if the other requirements are fulfilled.
9. In case the vendor is exempted by the GST department under the Rule 48(4) of CGST Rules from issuing E-invoice, a declaration as prescribed in the Notification 17/2022 - Central Tax dated 01-08-2022 shall be provided on the invoice.
10. Vendors who do not fall under the E-Invoice regulations, i.e., whose annual turnover is less than Rs. 10 crores (Rs 5 crore w.e.f 01.08.2023) in the previous year have to give an undertaking indemnifying BHEL that the vendor is not falling under the E-invoice requirement category and that in case of any breach of this E-invoicing requirement, the vendor indemnifies BHEL of any consequences that may arise due to such a breach.
11. No GST shall be levied on liquidated damages / penalty.

B. Foreign Purchase (Imports)



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

	<p>The offered price shall be inclusive of all the Taxes and duties as applicable in country of export / country of dispatch for the quoted price.</p> <p>Taxes deducted at source:</p> <p>a. In case of goods or services subject to Income tax in India, such tax as per the extant statute shall be recovered.</p> <p>b. In case bidder does not provide necessary documents for beneficial taxation (Refer clause 7- B-(ix) a-c of ITB), the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.</p>		
11	Payment Terms: Unless otherwise specified in Special Conditions, following shall be the terms of Payment.		
A	<p>1) For Design Documentation Charges: 80% Payment shall be made within 90 days on submission of completion certificate from BHEL Design Team. 20% shall be made within 30 days of completion of Design validation</p> <p>2) For Supervision & Training Charges: 100% Payment shall be made within 90 days on submission of "Work Completion Certificate" from BHEL.</p>		
C	<p>For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, this period will be 45 days* as prescribed in the relevant act. <u>MSE benefits are not applicable to Traders/Wholesalers registered as MSEs.</u></p> <p>Adherence to the above time schedule of payment is contingent upon Vendor complying with GST provisions and availing of Input Tax Credit by BHEL before the date of payment.</p> <p>*The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase Order delivery date or the amount actually paid whichever is less.</p> <p>In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL.</p>		
D	No advance payment is acceptable.		Non Deviatable
E	<p>Conditions for both Indigenous & Foreign Bidders:</p> <p>i) In case Bidders insist for lesser Credit period and BHEL accepts, a loading of 0.60% for every 15 days reduction will be applicable.</p> <p>ii) Payment does not imply in any respect whatsoever a waiver of Buyer's right to performance of the Order. Buyer is entitled to set off claimable debts against claimable liabilities with the bidder by means of a setoff Note.</p>		



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

12	Penalty clause: Penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 7.5% of the total order value on agreed schedule/milestones for completion of Transmittal of Design documentation as per Delivery schedule at Section-4.		
	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.13.		
13	Price Bid Evaluation and Loading Criteria : (Refer Section-5 of tender document for Price bid format & other details) :		
A	Evaluation of prices shall be done for complete package (Design documentation & Supervisory support services). Evaluation shall be on the basis of delivered cost, 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-1) 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	Deviated Payment 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.		
C	In case the quoted Service Charges are in foreign currency, then quoted rates shall be converted to Indian Rupees by applying SBI exchange rate (TT selling) as applicable on the date of Part-1 bid		
D	In case the quoted Service are in Indian Rupees, then quoted charges shall be directly taken for bid evaluation as per price bid format in Section 5.		
14	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.		
15	INTEGRITY PACT Bidders shall have to enter into Integrity Pact with BHEL as per Annexure VI - for Tender value of rupees two crores and above and shall be signed by the authorized signatory along with the offer, failing which Bidder's offer will be rejected.		
16	Public Procurement		
16 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), Oct 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part – II bids against this NIT. Proforma for self-certification for minimum local content and auditor's certification is given in Annexure-5.		



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

16 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-6
17	ISO-9001, ISO14001 and OHSAS 18001 shall be complied
18	<p>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 & Bhopal (hereinafter referred to as “BHEL” or the Purchaser) or its projects/customers.</p> <p>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.</p> <p>Orders, agreements and amendments thereto shall be binding if made or confirmed by the Purchaser in writing. Only the Purchasing department of the Purchaser is authorized to issue the Purchase order or any amendment thereof.</p>
19	Prices to be quoted in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 Status
20	Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of Part-1 bid submission. Conditional discounts shall not be considered for evaluation of tenders.
21	In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-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 provisions inline with BHEL’s Suspension of Business dealings.
22	Any other terms and conditions of the bidder attached / referred against the tender enquiry may not be considered.
23	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.
24	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
25	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.



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

26 A	'The Purchaser' means BHEL- Bharat Heavy Electricals Limited Hyderabad / Bhopal (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.
26 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
26 C	'MOU' 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 MOU, 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.
27	'Parties to the contract' shall mean the seller and the purchaser as named in the main body of the Purchase Order.
28	Ordering and confirmation of order after Pre-Bid Tie up (MOU) 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.
29	Execution
	The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.
30	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.
31	Product information, Drawings and documents / Non-disclosure and Information Obligations



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 Section-7 wherever applicable.</p>
32	Inspection and Testing (Refer Section 3.4 for details)
	Design provided by Supplier shall be reviewed at BHEL, Hyderabad for sufficiency and conformity in line with latest editions of API-Q1 & API-4F.
33	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 with the supplied Design documentation.
34	Delivery :
	Documentation shall be delivered to BHEL through emails, FTP or any other means in soft form.
35	Late delivery Penalty
	<p>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 40 (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.</p> <p>If the Seller delays beyond any agreed delivery date(s) or period(s), Purchaser shall levy penalty for such delay @ 0.5% of the total order value per week of delay or part thereof, subject to a maximum of 7.5% of the total order value on agreed delivery schedule/milestones for completion. Penalty amount so determined along with applicable GST thereon shall be recovered.</p> <p>Imposition, recovery or settlement of this penalty shall not affect Purchaser's right to performance, compensation and termination of the agreement.</p> <p>For delay analysis, period referred in Annexure-4 will be considered as standard time lines for various major activities.</p>



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

36	Price, invoicing and payment
	<p>The agreed prices are fixed prices in the currency as specified in the Purchase Order. Invoices shall be submitted bearing the Purchase Order number & date, item number/s and supporting documents as called for in the Purchaser order.</p> <p>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.</p> <p>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.</p>
	<p>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.</p> <p>If so stipulated in the order, the seller shall furnish, on receipt of the Purchase Order or along with order acknowledgement, the billing break-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 custom clearance after payment of duties in case of imports.</p> <p>In case of delay in receipt of supporting document details, consequential demurrage/wharf age /detention charges shall be to the account of the seller.</p> <p>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.</p>
37	Contract variations; Increase or decrease in the scope of supply
	<p>Purchaser may vary the contracted scope during execution due to exigencies of project requirement.</p> <p>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.</p>
38	Export Administration Regulations
	<p>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.</p>
39	Cancellation / Termination of contract and risk purchase



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

	<p>Risk Purchase clause: In case bidder fails/delays to supply whole or part of the ordered items or supplies defective items or fails to fulfil any other terms and conditions given in Purchase Order/Contract, BHEL has the right to terminate the order/contract or withdraw balance scope of work/supply and make the purchase of such material / services from elsewhere at the risk and cost of the defaulted bidder.</p> <p>The bidder is liable for the additional expenditure / difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the order/contract.</p> <p>Non-performance of contract attracts penal provisions in line with BHEL guidelines for Suspension of Business Dealings (SBD).</p>
40	Force Majeure
	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
41	Non-waiver of Defaults
	If any individual provision of the contract is invalid, the other provisions shall not be affected.
42	Settlement of Disputes
	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.
	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.
	The seller shall continue to perform the contract, pending settlement of disputes(s).



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

43	<p>Arbitration & conciliation clause and Interest clause :</p> <p>(1).Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of the BHEL unit issuing the contract.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.</p> <p>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 at Hyderabad/Bhopal.</p> <p>The cost of arbitration shall be borne as per the award of the Arbitrator.</p> <p>Subject to the arbitration in terms of clause 55, the courts at Sangareddy, Telangana State / Bhopal MP state shall have exclusive jurisdiction over any matter arising out of or in connection with respective contract/Pos.</p> <p>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.</p> <p>In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and justice, Government of India. Upon such reference the dispute shall be decided by the Law secretary or the special Secretary or Additional secretary when so authorized by the Law secretary, whose decision shall bind the parties hereto finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.</p> <p>(2) INTEREST CLAUSE:</p> <p>No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.</p>
44	<p>Applicable Laws and jurisdiction of Courts</p> <p>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 or Bhopal Courts, Madhya Pradesh, India as the case may be for respective purchase orders.</p>
45	<p>BHEL-Fraud prevention policy shall be adhered to.</p> <p>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.</p> <p>Fraud prevention policy and list of nodal officers is hosted on BHEL Hyderabad website web.bhelhyd.co.in</p>



ANNEXURE – 4

Suggested Major activity timelines			
S.NO	Activity	Agency	Timeline
1	PO acknowledgement	SUPPLIER	5 days from PO
2	Submission of drawings and QAP	SUPPLIER	21 days from PO
3	Approval of Drawings and QAP/FAT schedule	BHEL/M/S OIL	15 days from receipt
4	Raising of inspection call	Supplier	45 days before readiness of equipment
5	Inspection completion	Self/BHEL/Third party Inspection agency as mentioned in PO/contract	Within 15 days from readiness of equipment.
6	Dispatch instructions / Clearance	BHEL	10 days from inspection report

Note : Above time lines to be finalized with successful bidder.



Annexure – 5

Proforma for self-certification by Supplier for minimum local content on their letter head for tender value less than Rs 10 Crore

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified in the policy) for claiming Purchase Preference linked with Local Contents under the Govt. policy against tender no. _____."

Sd/-

Authorised Signatory with Stamp



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

**Auditor's certification with respect to minimum local content on the
letter head of Statutory Auditor for tender value above Rs.10 crore**

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified in the policy) quoted vide offer No. _____ dated _____ against BHEL's tender No. _____ by M/s _____ (Name of the bidder)."



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

Annexure - 6

Proforma for self-certification by Supplier for Compliance to Clause No. 16 (B)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s.... (Name of firm) is **not from such a country/is from such a country** (delete whichever is NOT applicable) and has been duly registered with the Competent authority (delete if NOT applicable) . I hereby certify M/s fulfills all requirements in this regard and is eligible to be considered . (where applicable , valid registration by the competent authority shall be attached)

Sd/-

Authorised Signatory with Stamp



SECTION – 3

TECHNICAL SPECIFICATION

CONTENTS

Sl No	Section	Title
1	SECTION – 3.1	TECHNICAL SPECIFICATION OF 3000 HP AC VFD RIG
2	SECTION – 3.2	SUPERVISORY SUPPORT & TRAINING
3	SECTION – 3.3	ADDITIONAL NOTES
4	SECTION – 3.4	DRAWING AND DOUCMENT SUBMISSION SCHEDULE



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

SECTION – 3.1

1500 Kips HOOK LOAD CAPACITY BOOTSTRAP TYPE MAST, BOX-ON-BOX SUBSTRUCTURE, CROWN BLOCK AND ACCESSORIES

	SECTION – 1: MAST & SUBSTRUCTURE AND CROWN BLOCK		Bidders responsibility	Bidders Remarks: (Confirmed/ Alternate suggested)
1.1	MAST & SUBSTRUCTURE AND CROWN BLOCK: MAST& SUBSTRUCTURE: One (1) BOOTSTRAP type vertical erection Mast & Crown Assembly and Column Box structured Substructure as per rated load & specification . NOTE : a.).Technical specification document/ catalogue containing all data /information as required for Mast , Crown Block & Sub-structure in Tender clauses & General arrangement diagram with dimensions need to be submitted . b). Mast & Substructure Section shall be designed to meet the transportation dimensions (Ref. to SECTION 3.3 Additional notes) “ .		Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.1.1	Mast Specification:			
	Rated Hook Load	1500,000 lbs (750 Short Ton) with 14 lines strung	Bidder design shall comply with this	
	Design requirement , Certification and monogramming	In accordance of API 4F , 5 th edition , PSL 2 , SSL - E2 U2 & monogrammed	Bidder design shall comply with this	
	Supplementary requirement	SR3 - Data book shall be prepared & shall include all the data as specified under supplementary requirement of API-4F . Validation & verification of designed structure as specified in API-4F 5th edition.	Bidder design shall comply with this	
	Mast Type	Bootstrap Vertical Erection	Bidder design shall comply with this	
	Mast Raising	Winch or Hydraulic Cylinder with Guide / pulley arrangement for picking up and vertical assembly of each	Bidder design shall comply with this	



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

		mast section		
	Mast clear height	Between 156-158 ft.	Bidder design shall comply with this	
	Width of base	30 – 35 ft.	Bidder design shall comply with this	
	Max wind load capacity (No load at set back)	86 mph	Bidder design shall comply with this	
	Max wind load capacity with rated set back	69 mph	Bidder design shall comply with this	
1.1.2	Mast Levelling equipment comprises Jacks, Hand pump, Hose and shim packs as required		Bidder to provide technical specs and BHEL shall supply as per Bidder specs.	
1.1.3	<p>Tong Counter weight : Two (2) numbers of tong counterweight buckets / Wafer style mounted on mast leg & complete with guides, snatch blocks, wire lines, minimum replaceable counter weight of for each bucket.</p> <p>One (1) hydraulic power tong counterweight bucket/ Wafer style, guide and sheave unit, located at convenient place.</p>		Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.1.4	DELETED			
1.1.5	<p>Access platform : Access platform (fold up) with safety belt rope connecting loop to be provided at:</p> <ul style="list-style-type: none"> a) Standpipe gooseneck connection b) Tong counterweight position c) Deadline Anchor if it is height from floor. d) Racking Board Access and Derrick Man escape platform e) BOP Service Platform <p>All platforms with chequered plate/ bar grating/ fiberglass, square tubing handrail with self-closing barriers, connecting point for safety belt. Kick plates / toe boards around all working platforms in mast.</p> <p>f) Foldable type where possible.</p>		Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
	All platforms with gratings, square tubing handrail with self-closing barriers, connecting point for safety belt. Kick plates / toe boards around all working platforms in mast. Foldable type where possible.		Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.1.6	DELETED			



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

1.1.7	DELETED		
1.1.8	<p>Pad Eye for Anchoring Sheave :</p> <p>Pad eyes mounted in Mast to accommodate:</p> <ul style="list-style-type: none"> a) Two (2) – 10 Ton (22,000 lbs) WLL for Cat line sheaves / for Manual Tong b) Two (2) – 10 Ton (22,000 lbs) WLL for Drill Floor winches c) One (1) – 10 Ton (22,000 lbs) WLL for man rider winch d) One (1) – 10 Ton (22,000 lbs) WLL for hydraulic power tong e) One (1) – 60 Ton (130,000 lbs) WLL for hang-off Travelling block & TDS f) Set of Lifting Eyes for lifting Mast section Note: <p>All pad eyes to be tested to one & half the SWL & certified according to relevant / applicable standards. All pad eyes to be painted safety yellow & marked with the SWL limit.</p>	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.1.9	<p>Travelling Block Hanging Line: One (1) block hanging line of suitable size, and length with nominal strength 2.5 times the maximum design load to hold the combined load of travelling block and TDS during slipping of drilling line.</p>	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.1.10	DELETED		
1.1.11	DELETED		
1.1.12	<p>Mast Ladder: One (1) set of full height (rig floor to crown block) straight ladder with protective cage in Driller side.</p> <p>One set (1) of Ladder in Mast in off-Drillers side .to Racking Board with access to Stand-pipe Gooseneck service platform.</p>	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
	<p>Ladders shall have following access – Casing Stabbing board , Racking board & Crown platform (DS Ladder) and Stand-pipe Gooseneck (ODS Ladder)</p> <p>Two (2) sets of fall prevention system, climb assist, suitable for simultaneous use by two persons.</p> <p>The ladder lengths should be equal to individual Mast Sections for ease of transportation.</p>	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.1.13	DELETED		
1.1.14	<p>Stand Pipe Clamp: Minimum Four (4) sets of Stand pipe Clamps for 5 inch diameter Standpipe to be provided on off-Drillers side of Mast complete with clamp cups & bolts.</p>	BHEL shall supply these clamps. Necessary provision shall be made in the bidder's design	
1.1.15	<p>Mast sections shall be equipped with lifting eyes. SWL should be marked, Tested and certified.</p>	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall	



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

1.1.16	<p>Lighting system: The Mast shall be fitted with sufficient numbers of Explosion- proof type LED light fittings. The entire mast lighting circuit shall be divided into minimum 04 nos. sub-circuits and each of these sub-circuit should have an independent circuitry powered by a dedicated cable. All the light fitting's power receptacles on a particular mast section should powered by same cable.</p> <p>Additionally, the Rig Mast shall be fitted with CROWN LIGHTING SYSTEM/CROWN MOUNTED HIGH MAST LED LIGHTING SYSTEM</p> <p>to maximize workers' visibility and overall wellsite illumination. The aviation obstruction light at crown block (Red aviation and Day light Flasher) should be part of the top most mast section circuit. The cables should be fixed to mast using easy to fit cable clamps which can be hand tightened. The clamp design should be such that cable fit into the groove and doesn't get damaged due to tightening. Two (2) area lights shall be placed on the lowermost horizontal beam of the mast and shall be directed towards rig floor for better illumination. For further details refer to section 9 (Electrical Systems).</p>		manufacture.	
1.2	<p>SUBSTRUCTURE: Box & Box type Column substructure designed and manufactured in accordance specification, standard & capacity as mentioned in respective sections .</p>		Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.2.1	Substructure: Specification & Features			
	Design and monogrammed	In accordance with API Spec 4F – 5 th Edition , PSL2,	Bidder design shall comply with this	
	Substructure Type	Box & Box structure	Bidder design shall comply with this	
	Sub structure Raising	Assemble components vertically	Bidder design shall comply with this	
	Floor Height	Minimum 35 ft.	Bidder design shall comply with this	
	Rotary clear Height	Minimum 30 ft.	Bidder design shall comply with this	
	Minimum Floor Dimension	Minimum Length 37 Ft x Minimum Width 45 Ft (Excluding the Doghouse and Tool Room)	Bidder design shall comply with this	
1.2.2	Substructure Capabilities:			
	Setback	Minimum 454 MT (1000,000 LBS)	Bidder design shall comply with this	
	Rotary	Minimum 680 MT (1500,000 LBS)	Bidder design shall comply with this	
	Static Hook load capacity of Mast	Minimum 680 MT (1500,000 LBS)	Bidder design shall comply with this	
	Simultaneous load 2500,000 LBS. The setback load is			Bidder design shall



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

	simultaneous with the hook load or the rotary load.		comply with this
1.2.3	Additional to above (clause 1.2.2) Substructure to accommodate following : Hydraulically operated BOP handling unit of 75 Ton, Rotary table with electric drive, Rig Floor equipments, Drillers cabin , Dog house, crew hut / tool room (In out riggers) Accommodation for mouse hole Two hard raft of timber of thickness 2-3 " over front setback flooring for racked pipe.	BHEL shall supply Hydraulic BOP handling unit, Independent Rotary drive (IRD), Driller cabin, Dog house, Crew hut/tool room . Necessary provision shall be made in the bidder's design	
1.2.4	DELETED		
1.2.5	Min. Four (4) LED flood lights (minimum Illumination level to be maintained) to provide enough illumination below substructure area (Cellar area). For further details refer to section 9 (Electrical Systems).	Lighting system shall be supplied by BHEL. Necessary provision shall be made in the Bidder's design	
1.3	CROWN BLOCK: Crown Block of capacity of minimum 1715 ,000 LBS conforming to API Specification 4F 5th edition for 1 ¾" or 1 5/8" Drilling line. Crown frame fabricated from high strength steel shapes and plates. Note : Crown capacity is based on Static Hook Load and load on Fast & Dead line.	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.3.1	Working cluster consisting of Seven (7) 60" sheaves, grooved for the 1-5/8"/ 1-3/4" wireline. The working cluster is skewed to offset traveling block twist. • One of set 60"or more fast line sheave, grooved for 1-5/8" / 1-3/4" wireline. • One Deadline sheave, is preferable • All sheaves are mounted on heavy duty double row tapered roller bearings with bearing retention system. • Shafts are drilled for individual bearing lubrication. • Sheave Line guards & sheave guard . Sheaves to be manufactured and monogrammed as per API 8C, PSL-2, latest edition	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.3.2	DELETED		
1.3.3	One (1) set of bumper blocks of wood or other suitable material fitted in the crown block for safety.	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.3.4	DELETED		
1.3.5	Crown safety platform with checker plate / bar grating /fiberglass / grip strut flooring and handrails of at least 3.6 ft height and toe plates, safety gate at ladder opening, and frame lifting eyes.	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

1.3.6	Crown pulley greasing system with pneumatic pump , hoses & all accessories.	Crown pulley greasing system shall be supplied by BHEL. Necessary provision shall be made in the Bidder's design	
1.3.7	Jib crane & pulley arrangement for handling / servicing crown block sheaves.	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.4	RACKING PLATFORM:		
	<ul style="list-style-type: none"> a) Heavy duty racking platform with a capacity for 280 stands (in thribble) of 5" Drill pipe including HWDP, 2 stands of 9 ½" Drill collar, 4 stands of 8 ½" Drill collar and 10 – 12 stands of 6 ½" Drill collar. b) Adjustable Height of Racking Board from Drill-floor to be preferably in the range 80 ft. - 88 ft. c) Designed to withstand wind load as specified in Section : 1.1.1 d) Suitable latching system to secure Drill pipe stands & Drill collars e) Collapsable / split features for ease of transportation. Removable / collapsable flooring over fingers for stands (Flooring to be use when no set back pipes.) f) The steel wind wall in Three sides of Racking Borad of sufficient strength to be installed with the mast (removable) of height 8 ft. g) Walkway with metal grating & heavy duty anti-slip vinyl / rubber matting (minimum thickness 8 mm) over walk ways in three sides of the Racking board with hand rails of 7 ft height , toe plate and access way with safety gate from ladder. Doors for emergency escape device. The Racking platform should have foldable centre diving board with Handrails & toe plate on three sides . The flooring should be covered with anti slip mating h) Supports for a one (1) ton pull-back winch and lugs for safety belt tie-off . i) Posts for handling pipe stands including Drill-collar should be installed on racking board for use with 1.0 Ton capacity winch. Height for post should be 1.0meter. j) Emergency Dual Escape device for safe sliding down of persons from Racking board during emergency condition. The Device includes Track line or life line, Chair unit with seat belt, suitable hand brake system along with speed control system, anchoring arrangement in mast and ground anchoring devices with suitable Shock absorber for cushioning hard landing. 	<ul style="list-style-type: none"> a) To i) Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture. j) Emergency Dual Escape device shall be supplied by BHEL. Necessary provision shall be made in the Bidder's design 	



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

	Components/materials used in the device shall conform to relevant BIS/ISO/OISD/Internationally accepted standard. Emergency escape device shall be tested for its accuracy; safe working & reliability conform to BIS/API/OISD/ISO or equivalent internationally accepted standard.		
1.5	STAIRS, HANDRAILS & ESCAPE SLIDE:		
1.5.1	One (1) Stairway from doghouse skid to ground. Landing platform at mid-level.	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.5.2	One (1) Stairway complete with intermediate landing to extend from the drill floor level to the shaker tank area.	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.5.3	One (1) set/lot of removable handrails around drill floor perimeter.	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.5.4	Two (2) no of pull back post on either side of the V- door with safety gates.	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.5.5	One (1) Escape slide for fast evacuation from Derrick floor in case of emergency to be provided on Driller's side	Escape slide shall be supplied by BHEL. Necessary provision shall be made in the Bidder's design	
1.5.6	All Stairs shall have chequered plate/ bar grating/ fiberglass / grip strut steps with anti-skid metal strip & removable hand rails. Stair width: 1m	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.5.7	Personnel Elevator System for quick movement of crew from Ground to Rig floor with minimum 300 kg Load capacity.	Personnel Elevator system shall be supplied by BHEL. Necessary provision shall be made in the Bidder's design	
1.6.1	POWER CATWALK/HYDRAULIC CATWALK:	FOR Information only	
	One Power Catwalk capable to handle various sizes of tubulars & casings, subs consisting of Catwalk, Pipe rack, Carrier, V-door rack, and other associated components and designed to be operated remotely from Drillers Cabin as	Automated Catwalk system (Hydraulic) shall be supplied by BHEL. Necessary provision shall be	



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

	<p>well from Ground. Hydraulic unit for power catwalk system and other associated items.</p> <p>HYDRAULIC CATWALK: FEATURES</p> <ol style="list-style-type: none"> 1. One (1) Hydraulic Catwalk suitable for Rig floor height (minimum 35 Ft). 2. It should be capable of handling pipes (Drill pipes, Drill Collars, Subs ,Casing and Tubing) of diameter 2 3/8" to 24" including drill collars up to 10 Inch. 3. Remotely operated hydraulic Gull wings shall be provided on both sides for aiding in the process of handling tubular from both sides. 4. The unit complete with Pipe Indexers, hydraulic levelling jack, Tubular lay down shovel, emergency stop button strategically placed shall be provided. 5. V-door ramp functionality shall be maintained if Hydraulic catwalk control system is not working. <p>Technical specification :</p> <ol style="list-style-type: none"> 1. Lifting capacity: 10,000 lbs. 2. Tubular range: <ul style="list-style-type: none"> Drill Pipe (2 3/8" to 6 5/8" Pipe body OD). Drill Collars : Up to 10" OD. Casing Size: Upto 24" OD 3. Maximum Pipe length : 45 ft 4. Cycle time : Approx 20 sec (Moving pipe in and out from Catwalk not included) <p>The unit shall also have provision for wireless remote operation control . V door Ramp can be used as conventional V door if required. V door shall be hinged to catwalk. Stand alone hydraulic unit for Hydraulic power The hydraulic catwalk should be designed to facilitate ease of transportation so that the overall dimensions of individual components meet the transportation dimensions (Ref. to SECTION 3.3 Transport dimension & WEIGHT Limitation).</p> <p>NOTE : 1--Pipe Racks with indexers to transfer tubular to and from either side of the catwalk.</p> <p>2--Tubular Handling capabilities of Hydraulic Catwalk: Carrier to allow presentation of tubular to drill floor at correct angle and height to facilitates safe and efficient transfer to and from the elevator. Catwalk to have safety pins that engage automatically to prevent inadvertently rolling off of tubular from carrier with separate hydraulic power unit.</p>	made in the Bidder's design	
1.6.2	<p>RIG WALKING SYSTEM</p> <p>Set of Hydraulic cylinder actuated Lift & slide Rig Walking system for inter well movement in forward , backward & side to side move of the Rig with full setback & drilling equipment.</p>	Rig walking system shall be supplied by BHEL. Necessary provision shall be made in the Bidder's	



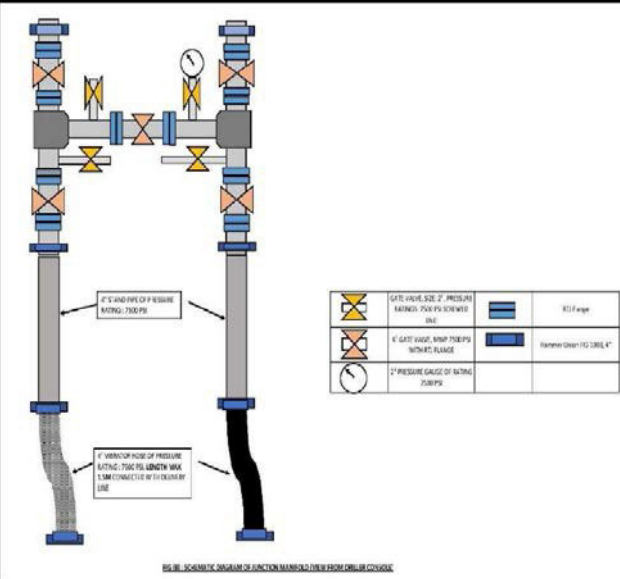
**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

	<p>System Control & operation from stand alone hydraulic unit or Rig HPU with option of wireless control . Walking speed should be in the range 10 mt –15mt /hr& total rig move in one setup should be interwell spacing of cluster location based on rig design both in X & Y Direction.</p> <p>Note : Recommended ground condition for movement of the Rig to be mentioned in the catalogue / technical brochure .</p>	design	
1.7	<p>DOG HOUSE & DRILLER CABIN AND TOOL ROOM – Suitably designed to accommodate in the specified Drill-floor layout</p> <p>Drillers Cabin :</p> <ol style="list-style-type: none"> 1. Carbon steel structured , removable protection grid & bars ,climate controlled ,ergonomically designed & modern Drillers cabin with large windows for excellent views of operating machinery and crew working on floor . Insulated walls , roofs & floor Shall accommodate essential drilling control and monitoring equipment, Drillers chair as well as other operators chair for handling & controlling additional auxiliary equipment. 2 . Multilevel adjustable driller's chair to maximize comfort of operator with arm rest . Ergonomically designed Joy sticks with buttons & knobs for rig equipment control . Some equipment control which cannot be accommodate in drillers chair arm shall be easy reach of the operator. Integration with drillers chair are fast response touchscreen HMI for display , control & command and talkback system. Additional to drillers front touchscreens/HMI(s) an analogue weight indicator is also required . 	Dog house, Driller's cabin and Tool room shall be supplied by BHEL. Necessary provision shall be made in the Bidder's design	
	<ol style="list-style-type: none"> 3. Stand up Work station for pipe handling operation with Joystick, all control button & knobs , Integrated touchscreen & talkback system. 4. CCTV , 5. Noise and vibration dampener , 6. Window-cleaning system & protection grid 7. Fully adjustable downlights and emergency lighting fixtures with better backup in case of main power failure. All interior light fittings shall be energy efficient LED type and shall have Ex. Certification for use in hazardous areas of drilling rigs. 8. Removable, easy-to-clean anti slip floor tile 9. Two safe exit 10. Sun-filtered safety windows with protection bars and grids to protect the top windows from falling objects and the front windows and clear from moving object <p>The Driller's Control cabin shall be air-conditioned, with the air conditioner being Explosion proof type, suitable for installation</p>	Dog house, Driller's cabin and Tool room shall be supplied by BHEL. Necessary provision shall be made in the Bidder's design	



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

	<p>in hazardous areas, Zone 1 or 2 based on actual location of Driller's cabin on Rig floor as per OEM layout.</p> <p>The panel/enclosure housing all non-Ex type electrical components inside Driller's Control cabin shall be purged as per OMR-2017 requirement.</p> <p>Alternatively, the driller's cabin shall be pressurized as per NFPA496 requirements or IECEx/ATEX certified HVAC purging system for zone-1 or zone 2 based on Driller's cabin location as per OEM layout.</p> <p>The purging system must draw fresh air from a safe area and maintain a positive pressure inside Driller's Cabin. If HVAC and purge system are built as one unit, then both shall be certified together. There shall be an alarm in case of loss of purging (Ref. to section 9, clause 9.5.3.19)</p> <p>Dog House :Air conditioned Dog House (preferably interconnected with Drillers cabin) shall have the office set-up for Driller & Drilling supervisor, display screen for Drilling parameters & CCTV display screen .</p> <p>The air conditioner for DOG House shall be Explosion proof type, suitable for installation in hazardous areas, Zone 1 or 2 based on actual location on Rig floor as per OEM layout. All interior light fittings shall be energy efficient LED type and shall have Ex. Certification for use in hazardous areas of drilling rigs.</p> <p>Tool Room : Compartment for storing Tools</p>		
1.8	Hydraulic Cylinder / Winch along with Guide & pulley arrangement are not specified here . Specification & position of these units will be as per Rig OEM's design & specification.	Bidder to provide technical specs and BHEL shall supply as per Bidder specs.	
1.9	<u>DEAD LINE ANCHOR:</u>		
1.9.1	<p>One (1) Dead line anchor designed, manufactured and monogrammed to API specification 8C PSL-2 latest edition. and should be with compression load cell / sensor (weather proof) to provide a signal for the Weight Indicator System. The Dead Line Anchor shall be for 150,000 LBS Dead line pull rating and 1- 3/4" or 1-5/8" drilling line (as per crown block sheave specification).</p> <p>In addition to Load cell, the system shall include Weight Indicator at Driller's Console for 12 to 14 line strung & accessories / fittings. Dials of Weight Indicator should be in Metric unit KG & also in pounds.</p>	Dead line anchor shall be supplied by BHEL. Necessary provision shall be made in the Bidder's design	
1.10	7500 psi Dual Standpipe :	Stand pipe system	

	Two no of 4" ID x 7500 psi standpipe of suitable length as designed for the rig by OEM clamped to the Mast in off drillers side each complete as follows	shall be supplied by BHEL. Necessary provision shall be made in the Bidder's design	
1.10.1	5" Fig 1003, 7500 psi butt weld hammers union at bottom connection, standard service. 5" Fig 1002 / 1003 7500 psi butt weld hammers union at top connection, standard service.	For information only	
1.10.2	7500 psi gooseneck suitable for 4" ID Rotary Hoses.	For information only	
1.11	Dual Standpipe Manifold - "H" Style, 7500 psi: (Refer Fig in section 1.11 of Technical Specs.)Mandatory spares: As per Section 14 (Mandatory Spares)	Dual Stand pipe manifold shall be supplied by BHEL. Necessary provision shall be made in the Bidder's design	
1.11.1	Five (5) Nos. of 5" flanged gate valves Max WP 7500 Psi	For information only	
1.11.2	Two (2) Single end 2" screwed end gate valves Max WP 7500 Psi	For information only	
1.11.3	Two (2) 5" x 5" long sweep full flow TEE. (MWP 7500 psi)	For information only	
1.11.4	Four (4) 5",7500 PSI (527 kg/sq-cm) WP misaligning union fig 1003 for standard service	For information only	
1.11.5	Ten (10) RTJ weld neck flanges 5" 7500 PSI (527 kg/sq-cm) bored for 5" 7500 psi pipe with ring gaskets.	For information only	
		For information only	
		For information only	
1.11.6	Two (2) 5"x 2" threads lets for pressure gauge and mud service connection with 2" screwed end gate valves Max WP 7500 Psi	For information only	
1.11.7	One (1) standard Kill line kit (as per Rig Manufacturer design) consisting of a suitable length of XXS pipe (around 150 Mtrs.), swivel joints & integral unions.	For information only	
1.11.8	One (1) 9.14 M (30 ft) long HP hose of 3000 Min WP with 2" Fig 1002 Integral union at each end for Hole Fill Line.	For information only	
1.11.9	Two (2) 2" 7500 PSI (351 Kg/sq-cm/527 kg/sq-cm) Plugs	For information only	



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

1.11.10	One (1) 0-6000-10000 PSI gauge, type D, 2" Female	For information only	
1.11.11	Y connector change over adapter (2 female 1 male) to be supplied separately	For information only	
1.11.12	Required pipe nipples, nuts and bolts	For information only	
1.11.13	Forged reducing block Tee, 5"x2" for cementing purpose.	For information only	
1.12	DELETED		
1.13	VIBRATORY HOSE:		
1.13.1	Two (2) number 4" ID x 5 Ft, vibratory hose Grade E, 7500 PSI WP AND 11250 PSI TP with Fig 1003 integral union (male & female welded) & hose hobbles (both ends). Manufactured & monogrammed according to API 7K.	For information only	
1.14	ROTARY HOSE:	For information only	
1.14.1	Two (2) no of 4" ID , 7500 PSI Working Pressure rating , Grade E , Manufactured & monogrammed in accordance with API 7K Rotary Hoses with 5" Fig 1002 Integral Union (Male x Female) to be connected with Stand-pipe gooseneck at one end . The other end with 5" / 4" x Fig 1002 union to be connected with TDS gooseneck . The Hoses should come with Safety Clamp & Chain (on both ends) with lifting collar of suitable length . Connection of Hoses shall matched with TDS gooseneck union connection.	For information only	
1.15	ADJUSTABLE BELL NIPPLE WITH BELL NIPPLE ADAPTOR <ul style="list-style-type: none"> Adjustable funnel Bell Nipple to be mounted in sub-structure. Upper portion of Bell Nipple shall be sealed to the Rotary drip pan. Adaptor flanges at bottom of the Bell Nipple suitable for 21 1/4" x 3000 PSI , 13-5/8" x 5000 PSI and 13-5/8" x 10000 PSI BOP stack. 	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.15.1	FLOW LINE Mud Flow line from Bell nipple to flow divider of Shale shaker unit consist of connected pipes of approx. 12-inch diameter and of suitable length in each sections . To make arrangement for cleaning depositions in the flow line .	Flow line shall be supplied by BHEL. Necessary provision shall be made in the Bidder's design	
1.16	<u>DRILL FOOR:</u> Minimum Length 37 Ft x Minimum Width 45 Ft (approximate dimension)	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.16.1	One (1) set of drill floor panels with 8 mm thick checkered plate for the substructure and 3/8" (10mm) thick checkered plate along the rotary area. Drill floor should be complete with handrails with toe plates for the perimeter of the drill floor. All the checkered plates should have numbers engraved on it.	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall	



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

	Two hard raft of timber of thickness 2-3 " over front setback flooring for racked pipe	manufacture.	
1.16.2	Lifting rings/slots for each section of the drill floor panel to be provided.	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.16.3	DELETED		
1.16.4	Spill containing seal arrangement surrounding the Rotary Table and Rig floor with drain towards Bell-nipple area. The containment system shall be covered with checkered plate/bar grating.	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.16.5	DELETED		
1.16.6	Two pull back post on either side of the V- door with two safety chains.	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.17	ANTI-SLIPMATING:		
1.17.1	One (1) Set of anti-slip vinyl / rubber matting (minimum thickness 8 mm) fixed circumferentially on floor all along the rotary table . Additionally the mating shall also cover the area from Draw-works to Mouse Hole.	Anti-slip matting shall be supplied by BHEL. Necessary provision shall be made in the Bidder's design	
1.18	<u>ROTARY SET BACK SPREADER:</u>		
1.18.1	One (1) rotary/setback spreader complete with framed mouse hole opening, and recess to accommodate 6" (152mm) thick timber (or canvas reinforced rubber composite) over 3/8" (9.5mm) flat plate.	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.18.2	DELETED		
1.18.3	The support should be designed to support at least 454 MT (1000,000 lbs) of racked pipe simultaneously with 680 MT(1500000 LBS) of casing load on rotary (Rotary Load)	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.19	<u>GRASSHOPPER/CABLE ELEVATOR:</u>		
1.19.1	One (1) metal construction-folding grasshopper/Cable elevator shall be provided for supporting utility & cables up to Derrick floor. The cable elevator shall be of sufficient width to accommodate all power/control cables with no overlapping on one another and having better stability. Elevator must have top covers with steel sheet to protect	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

	the cables.		
1.19.2	Grasshopper cable rack suitable for elevating with derrick floor shall be used for leading and supporting draw works, top drive cables including control, lighting, and auxiliary motor cables. Grasshopper shall have sufficient cable storage area for coiling cables lying beyond cable extender house towards derrick floor (if any), during rig movement. For details refer to section 9 (Electrical systems).	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.20	MOUSE HOLE	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.20.1	One (1) Mouse hole assembly - 12" diameter x 30' long with a stopper at 27 feet featuring spring rubber tool joint protector (including Mouse hole clamping mechanism).	Bidder to provide Manufacturing documentation and necessary support for API audit. BHEL shall manufacture.	
1.21	TOOL ROOM / CREW BUNK	For information only	
1.21.1	One (1) tool room cum Crew Bunk at ODS	For information only	
1.21.2	Tool room mounted on a 3-runner skid.	For information only	
1.21.3	Exterior side panel fabricated of 4.76mm crimped wall panels and top of skid deck covered with 6.35mm (1/4") chequered plate.	For information only	
1.21.4	Tool Room should be complete with	For information only	
1.21.4.1	One(1) personnel door	For information only	
1.21.4.2	One(1) window to view well	For information only	
1.21.4.3	One(1) window to view exterior	For information only	
1.21.4.4	One(1) ladder for roof access	For information only	
1.21.4.5	Tool box & other arrangement for storing tools & other essentials along the length of tool room	For information only	
1.21.4.6	All interior light fittings shall be energy efficient LED type and shall have Ex. Certification for use in hazardous areas of drilling rigs.	For information only	
1.21.4.7	One (01) number minimum 1.5T capacity air-conditioner with Ex. Certification for use in hazardous areas of drilling rigs.	For information only	
1.21.4.8	Four (4) numbers 16A capacity spare receptacles with Ex. Certification for use in hazardous areas of drilling rigs.	For information only	
1.22	DELETED		
1.23	MAST LADDER RAIL SAFETY CLIMB SYSTEM WITH CLIMB ASSIST/FALL ARREST SYSTEM.	Climb assist & Fall arrest system shall be supplied by BHEL.	
1.23.1	One (1) set of Climb assist & Fall arrest system along the Mast Ladder for two person to climb up to Racking board & Crown	Necessary provision shall be made in the	



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

	block .	Bidder's design	
1.24	DRILLING/CASING LINE:		
1.24.1	One (1) reel / spool of 1 3/4" or 1 5/8" Drilling line 6x 26 / 6 x 36 construction Right Regular Lay, IWRC, ungalvanized, MBL 1350 KN length approximately 2300 M(7500ft), conforming to API Spec.9A latest edition & with API monogram embossed.	Casing line shall be supplied by BHEL. Necessary provision shall be made in the Bidder's design	
1.25	CASING LINE SPOOLER:		
1.25.1	One(1) electrical motor / Hydraulically operated drilling line spooler designed to spool, unspool and store drilling line of 1 3/4" or 1 5/8" diameter of approx. length 2300 M (7500 ft.), Skid mounted with all accessories and operating panel . Has solid shaft with heavy duty drive plate. Easily removable drum Hydraulic power from Rig HPU/Standalone unit if applicable In case of electrical drilling line spooler, electric motor & control panel shall have Ex.Certification for use in hazardous areas of drilling rigs.	Casing line spooler shall be supplied by BHEL. Necessary provision shall be made in the Bidder's design	
1.25.2	Features: The steel spool of wire rope is installed on the spooler shaft where it is driven by adjustable pins. Provision for easy removal and installation of the spooler shaft for wire rope spool replacement. It shall have provision to disengage the spool for free wheel. The spooler shaft and drive assembly is mounted on a heavy-duty structural steel frame. Lifting lugs and tie-down boltholes are provided on the spooler frame for handling and field installation. The unit shall be operated from controls on spooler.	For information only	
1.26	CASING STABBING BOARD: <ul style="list-style-type: none"> □ Hydraulic cylinder / Winch operated height adjustable Casing Stabbing Board. □ Designed for two persons on board. □ Height adjustable range 20 ft – 50 ft with hydraulic cylinder/ winch. □ Heavy duty steel structure, perforated plate/ floor grating platform(flooring) with railing & toe board. □ Platform locking system/ arrangement at parked position. □ Fail protection arrangement to prevent uncontrolled descending in case of eventualities like loss of Hydraulic / pneumatic pressure , damage of hoses etc. □ Manual fold up of platform when not in use. 	Casing stabbing board shall be supplied by BHEL. Necessary provision shall be made in the Bidder's design	



SECTION – 3.2

SUPERVISORY SUPPORT & TRAINING



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

Scope of Work for Supervisory Support & Training

The Bootstrap design Mast & Box-on-Box type substructure are being manufactured for the first time at BHEL.

The successful Bidder shall provide Supervisory support during assembly, Rig-up, Dismantling, and Maintenance. Bidder shall also provide acquaintance training at BHEL aimed at understanding the intricacies of Bootstrap design Mast & Box-on-Box type substructure to M/S BHEL & M/s OIL personnel. The training shall cover all the aspects described above.

Bidder shall depute their personnel within 4 weeks from the date of intimation from BHEL.



SECTION – 3.3

ADDITIONAL NOTES



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

Additional Notes : Bidder to NOTE & Confirm

1. A) However, for Major items VFD House, Draw Works, Catwalk, Mud Pump & Top Drive, the limiting dimensions (after dismantling, if any) shall be as follows:
[Bidder to Confirm]

S.No.	Details of the item	Limiting Transport Length (mm)	Limiting Transport width (mm)	Limiting Transport Height (mm)	Limiting Transport Weight (kg)
1	V-Ramp	12000	3000	3200	24000
2	Sub base parts	12000	3000	3200	35000
3	Other parts	10500	2500	3200	24000

B) For Exceptional/Special items, if any proposed by the Bidder, the limiting dimensions (after dismantling, if any) shall be filled in the below format and submit along with technical bid. However, Bidder shall ensure that the weight of the Special items (after dismantling, if any) shall be less than 35,000kg.

S.No.	Details of the item	Details of Disassembly required prior to transportation (if any)	Actual Transport Length (mm)	Actual Transport width (mm)	Actual Transport Height (mm)	Actual Transport Weight (kg)
1						
2						
3						
4						
5						

*Note: Bidder may add additional rows as per requirement.

2. **Suitable lifting lugs should be provided for each individual item.** suitable lifting lugs should be provided for each individual item. For items with skid, 4(four) lugs at each corner of the skid should be provided.
3. Bidder to provide the Standard Operating Procedure (SOP) for handling & transportation of various components for ex. Lifting , placement & transportation, Rig up, Rig down and Inter Location Movement (ILM) of the offered rig within 01 (one) month of finalization of component drawing/rig layout

4. OPERATION / INSTRUCTION MANUAL

Bidder shall provide soft copy of O & M Manual in line with API-4F requirements, which shall cover the following as minimum

- 1) Bill of Material with details of quantity, Size (L x W x H) and weight
- 2) GA Drawings
- 3) Raising & Lowering procedure
- 4) Soil bearing diagrams
- 5) Safety instructions
- 6) Maintenance instructions



SECTION – 3.4

DRAWINGS AND DOCUMENT SUBMISSION SCHEDULE



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

3.6 DRAWINGS AND DOCUMENT SUBMISSION SCHEDULE :

3.6.1 DRAWINGS AND DOCUMENTS TO BE SUBMITTED WITH PART-2 BID :

Following drawings and documents are requested from bidders to be submitted along with the Part-2 (Technical offer) for evaluation of the bids :

- i) Outline general arrangement drawings indicating overall dimensions of the equipment offered for following major equipment: -
 - Mast and Substructure with Hydraulic raising arrangement.
- ii) Technical leaflet / catalogs of the offered design
- iii) Bidder should submit following additional information along with the offer :
 - Approximate Weight of major components
 - All principal dimensions of Major components
 - Rig-up & rig-down sequence.
 - Layout drawing of all Substructure components with details of load distribution.
- x) Foundation & site layout drawings with load bearing capacity / distribution for various components of Mast & Substructure covering the following:
 - Assumed parameters of design of CC / RCC foundations shall be furnished.
 - The Safe Bearing Capacity (SBC) of soil may be assumed as 8 Tonne/ sq.mtr. (1486 lbs/sq.ft.) for design of the CC / RCC foundations.
 - All design for foundation shall confirm to BIS - 456:2000.
 - For machine Foundation the code to be followed are IS-2974 7 is 13301 respectively.

3.6.2 DRAWINGS AND DOCUMENTS TO BE SUBMITTED AFTER PO FOR APPROVAL :

Following drawings and documents are to be submitted by bidders after placement of PO for approval by BHEL as per agreed timelines:

- i) Outline general arrangement drawings indicating overall dimensions of Mast & substructure
- ii) Design input data
- iii) Design verification data (includes FEM analysis reports indicating loads, load combination, unity ratio check etc.)



SECTION – 4

DELIVERY SCHEDULE OF EQUIPMENT

EQUIPMENT WISE MATERIAL DELIVERY SCHEDULE – FOB BASIS

Sl. No.	Item Description	Delivery
1	Bill of Raw materials along with Material specifications	Within Two months from date of LOA/PO placement
2	Bill of Bought out items along with technical specifications	Within Two month from date of LOA/PO placement
3	Manufacturing documentation	Shall be sequentially provided within a span of Five months from date of LOA/PO placement
4	Design documentation for API audit	Within Six months from date of LOA/PO
5	O & M manual	Within Six months from date of LOA/PO



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

SECTION – 5

PRICE BID FORMATS



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

**1. Price bid Format for Design Charges
(Technical specification Section – 3.1)**

Sl. No.	Description	Qty. per rig (A)	Unit Ex-works Price in USD (B)	Total Ex-works Price in USD (C=A*B)	Unit Weight in Kgs	Packed unit Dimensions (LxWxH) in mm
M1	Design Documentation charges	1 set				
T1	Grand total (T1 = M1)	Total in USD (Figures) Total in USD (Words)				

**2. Price bid Format for Supervisory support & Training charges
(Technical Specification Section – 3.2)**

Sl. No.	Description	Qty. per rig (A)	Unit Rate in USD / INR (B)	Total Price in USD / INR (C=A*B)
S1	Lump sum Supervision & Training Charges	1 Set		
T2	Grand Total of service charges (T2=S1)	Total in USD (Figures) Total in USD (Words)		

Note:
If any bidder appoints Indian agency for providing services for Installation, commissioning & Training in India of equipment supplied by bidder, then the quote for the service portion shall be in Indian currency and order for this will be placed in Indian currency on Indian Agency. Final responsibility of execution of project shall be with the prime bidder.



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

3. GENERAL CONDITIONS FOR PRICE BID :

3.1 Prices should be quoted on FIRM basis.

3.2 Lowest bidder (L1) for the complete package cost to BHEL (Design + Services) shall be arrived in Indian rupees as under after applying all loading factors, duties & taxes, Exchange rate, freight & insurance etc as detailed in Section – 2, Clause 16 (Instruction to Bidders) :

“Complete package cost to BHEL = T1 + T2

T1=Total Design Documentation charges in Indian Rupees

T2=Total Supervision & Training Charges in Indian rupees

Above is BHEL standard procedure for comparison of price bids.



SECTION – 6

INTEGRITY PACT FORMAT



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

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 Rajeev Kumar AGM/BHEL	Ph: +910423185290 Mo.:+919490746965 raj31@bhel.in
2	Shri Bapiraju Bonagiri DGM/BHEL	Ph: +910423182811 Mo.:+919490760296 bapiraju@bhel.in



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

BHEL-IP

AA:SSP:IP:R03 dtd 01-04-2022

Annexure-1

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 _____

_____ (hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) (IEMs), 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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

BHEL-IP

AA:SSP:IP:R03 dtd 01-04-2022

- 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 shall 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, terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.



BHEL-IP

**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

AA:SSP:IP:R03 dtd 01-04-2022

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity 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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.



Tender specifications for Pre-bid Tie-up for Supply of Design Documentation Specification No. OE57162 Rev-01

BHEL-IP

AA:SSP:IP:R03 dtd 01-04-2022

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a 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 or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, 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 the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs 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 Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact 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. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, 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.



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

BHEL-IP

AA:SSP:IP:R03 dtd 01-04-2022

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place _____
Date _____

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____



SECTION – 7

NON DISCLOSURE AGREEMENT



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

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



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

- 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 decides that it does not wish to proceed with the Project, such party will promptly advise 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



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

- 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.



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**

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:

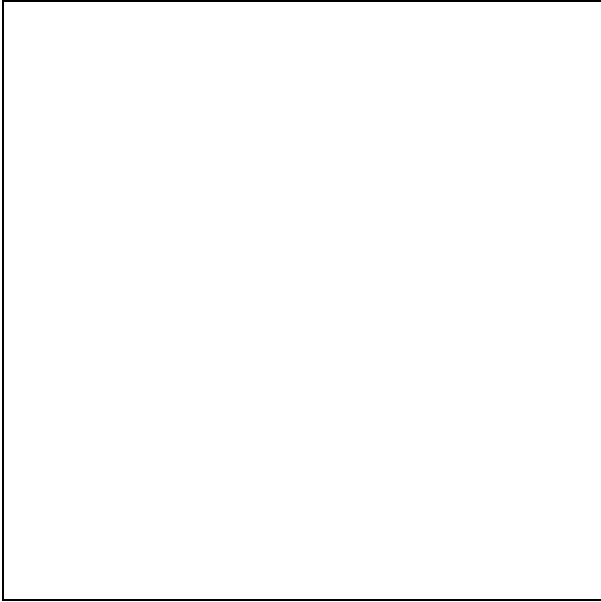
SCHEDULE 2

PROJECT

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



**Tender specifications for Pre-bid Tie-up for
Supply of Design Documentation
Specification No. OE57162 Rev-01**



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) _____.