

	SOLAR BUSINESS DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00	Item Description: Procurement of PLANETARY GEARBOX W/O MOTOR Tender ref no: AV30033962
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NOTE:												
<ul style="list-style-type: none"> All corrigenda, addenda, amendments, time extensions, clarifications etc. to the Tender will be hosted on GeM/NIC, as applicable, portal only. Bidders should regularly visit this website to keep themselves updated. Our unit name has been changed to SOLAR BUSINESS DIVISION (SBD) from ELECTRIC & PHOTOVOLTAIC DIVISION (EPD) w.e.f. 09.10.2020 												
1.	Type of Contract	FOR Basis (Supply)										
2.	Item details	<table border="1" data-bbox="511 483 1453 640"> <thead> <tr> <th>Item Description</th> <th>Item Code / Make</th> <th>Quantity</th> <th>Units</th> </tr> </thead> <tbody> <tr> <td>PLANETARY GEARBOX W/O MOTOR 180:1, 8RPM</td> <td>EL7228162839</td> <td>1</td> <td>EA</td> </tr> </tbody> </table>	Item Description	Item Code / Make	Quantity	Units	PLANETARY GEARBOX W/O MOTOR 180:1, 8RPM	EL7228162839	1	EA		
Item Description	Item Code / Make	Quantity	Units									
PLANETARY GEARBOX W/O MOTOR 180:1, 8RPM	EL7228162839	1	EA									
3.	Price Basis	FIRM, till the completion of Contract.										
4.	Delivery schedule	Within 10 weeks from PO date										
5.	Evaluation of Offers	The evaluation currency for this tender shall be INR. Evaluation of the tender shall be done on the Overall basis.										
6.	Warantee Period	12 Months from the date of Supply										
7.	Pre dispatch Inspection	Not Applicable as per specification. No item / equipment shall be dispatched without obtaining prior Material Dispatch clearance certificate from BHEL SBD irrespective of inspection categories.										
8.	Transit Insurance	In Vendors scope.										
9.	Quantity Variation	Not Applicable										
10.	Reverse Auction	Not Applicable										
11.	Split order condition/ Load Sharing	Not Applicable										
12.	Risk & Cost Clause	Not Applicable.										
13.	Consignee address	STORES INCHARGE BHARAT HEAVY ELECTRICALS LTD SOLAR BUSINESS DIVISION Prof. CNR Rao Circle, Opp. Indian Institute of Science, MALLESWARAM BANGALORE – 560012 Phone:- +91 80 2218 2262										
14.	Buyer and Paying Authority	Bharat Heavy Electricals Limited - SBD, Bangalore										
15.	Buyer IEC CODE/ GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB										
16.	Mode of Dispatch	By Road / Rail / Air For Indigenous Bidders: On door delivery and freight pre-paid basis. Note: It is Vendor's responsibility to ensure availability of Trucks/ships schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. <ul style="list-style-type: none"> Part shipment is not allowed. Transshipment is not allowed. It is also the vendor's responsibility to ensure material is dispatched through shortest possible route. 										
17.	Transportation & Freight Charges	Material to be dispatched on freight pre-paid basis including destination charges.										
18.	Validity of Offers	Validity of offer shall be valid for 90 days from Part-I opening for placement of order.										
19.	Drawing / Quality Plan Submission:	Applicable as per specification NOTE: a) Revised documents (if required) to be submitted within 07 days from the date of comments from BHEL.										

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		b) Also note that the delay in document submission/re-submission shall be suitably adjusted (reduced) from the agreed delivery period.								
20.	Payment terms	For Supply :100% of basic price of material supplied, as per PO, along with 100% taxes & duties (as applicable) & freight charges, shall be paid on pro-rata basis within (i) 45 days for Micro & Small Enterprises (MSEs) (ii) 60 days for Medium Enterprises (iii) 90 days for Non-MSME from the date of receipt of goods & receipt of complete documents as per order/contract subject to acceptance of materials. Statutory deductions will be made from payment, certificate if any will be issued by BHEL. [Note: To avail benefits under the Public Procurement Policy for MSEs, bidders must be manufacturer/OEM of the offered product and all other vendors shall be paid within ninety (90) days.]								
21.	Documents to be Submitted by Vendor	For Claiming 100% Payments for Supply following documents to be submitted for payment purpose <ul style="list-style-type: none"> • GST Invoice – original • Receipted LR/DC – original • Bank Mandate • Cancelled Cheque • Any other, as per Technical Document 								
22.	Suvidha Portal	The facility for Online Invoice Registration and Document Upload has been enabled in the SUVIDHA Portal https://suvidha.bhel.in/suvidha/ for all BHEL Suppliers and Contractors. With effect from 01-October-2025, it will be mandatory for all Suppliers/Contractors to register their invoices exclusively through the SUVIDHA Portal along with the required documents. For net invoice amount exceeding 5 lakhs inclusive of taxes, uploading of a Class 3 digitally signed tax invoice is mandatory. For invoices up to ₹5 lakhs inclusive of taxes, a scanned copy may be uploaded however, submission of the hard copy is mandatory if a Class 3 digitally signed tax invoice is not uploaded. All Suppliers/Contractors are therefore requested to register on the SUVIDHA Portal and ensure compliance from 01-October-2025 onwards.								
23.	EMD	Not applicable								
24.	Contract Performance Bank Guarantee (CPBG)	Not Applicable.								
25.	Delivery Failure and Termination/Liquidated Damages	Purchaser reserves the right to recover from the Seller/Contractor, as agreed, liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of undelivered portion per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/Contract. NOTE: <ol style="list-style-type: none"> 1. Date of receipt of material at BHEL stores (Gate Entry) shall be considered as date of delivery for levying LD. 2. In case of any amendment/revision, LD shall be linked to the amended/revised contract value and delivery date(s). 3. If Order/ Contract involves two or more Units/ Sets/ Lots, then Liquidated Damages shall be for order/contract value of the delayed Unit/ Set/ Lot, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot wise, however total LD amount shall be limited to 10% of total order value (excluding taxes, duties and freight). 								
26.	Provisions for MSE vendors	Applicable as per Statutory compliance/guideline/circular. Documents to be submitted for claiming MSE status and intended benefits: Udyam Registration certificate.								
27.	Provisions for MSE vendors- Category	Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. <table border="1" data-bbox="544 1759 1393 1871"> <thead> <tr> <th>Type under MSE</th> <th>Please specify Yes or No (If applicable)</th> </tr> </thead> <tbody> <tr> <td>Udyam Registration No.</td> <td></td> </tr> <tr> <td>SC/ST Owned</td> <td></td> </tr> <tr> <td>Women Owned</td> <td></td> </tr> </tbody> </table>	Type under MSE	Please specify Yes or No (If applicable)	Udyam Registration No.		SC/ST Owned		Women Owned	
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Others (excluding SC/ST & Women Owned)								
Micro								
Small								
28.	Conflict of Interest	<p>Treatment of cases regarding conflict of interest: The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:</p> <ol style="list-style-type: none"> i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly; ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating; iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate. iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV. <p>The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>						
29.	Breach of contract, Remedies and Termination	<p>BREACH OF CONTRACT: The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> i. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. ii. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period. iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality. iv. The Supplier/Vendor fails to replace the defective equipment/ material/component as per guarantee clause. v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract. vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor. viii. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor. ix. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise. 						

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		<p>x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> <p>Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p> <p>REMEDIES IN CASE OF BREACH OF CONTRACT</p> <p>i. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</p> <p>ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.</p> <p>iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <p>iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p> <p>a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vi. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>vii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>Note:</p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p>
30.	Jurisdiction	Courts at Bengaluru shall alone have exclusive jurisdiction to adjudicate on any / all matters arising out of or concerning to this Contract.
31.	Conciliation	Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in

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		writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com). Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.
32.	Declaration by bidder regarding protection of commercial interests of BHEL	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
33.	Special Note	Vendor who has been banned by BHEL or against whom action due to non-performance has been initiated by BHEL shall not be eligible for participation. Such offers will not be considered for evaluation and will be rejected. Bidders shall confirm acceptance of technical specification which is part of the tender document. Any deviation from technical specification can be rejected at BHEL's discretion.
34.	Suspension Of Business Dealings	BHEL reserves the right to act against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.
35.	Contact Details	1. For Technical Clarification: AmarJyoti email : amarjyoti@bhel.in 9632011122 2. For Commercial Clarification: Ankur Verma email: ankurverma@bhel.in 08022182221

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SN	List of Annexures	Attached (Y/N)
1.	SCC	
2.	Unprice BoQ	
3.	Technical Specification	
4.	PQR / Drawing	
5.	Annexure-A Conciliation Clause	
6.	Annexure-E for Compliance of MoP Order	
7.	Annexure-D for restrictions of procurement from Land Border Sharing Country Bidders	
8.	Annexure-F Declaration for PPP-MII	
9.	Authorized Signatory	
10.	Annexure-XII Format for no deviation certificate	
11.	Annexure-VIII Loading Criteria	
12.	Annexure-G i or ii Format for MSE Vendors	
13.		
14.		

Technical PQR FOR PLANETARY GEARBOX W/O MOTOR 180:1, 8RPM

SI #	PQR	Bidder Confirmation (Y/N)
1.	Vendor should have executed minimum of 2 orders of similar items during last 2 years. Copies of Purchase Orders shall be submitted along with offer.	
2	Material should be supplied with no deviations whatsoever.	
3	Warranty to be mentioned	
4	Inspection Report, Warranty Certificate and Test Certificates to be provided	

TECHNICAL SPECIFICATION

PLANETARY GEARBOX

Ref: PR No. 30033962

1. SCOPE & PURPOSE

This specification defines the minimum technical, mechanical, and quality requirements for the supply of one (1) Planetary Gearbox — for heavy-duty continuous-duty drive applications. The gear unit shall be suitable for direct coupling to the motor specified herein and shall meet or exceed all performance parameters listed in this document.

2. GEAR UNIT — TECHNICAL PARAMETERS

Parameter	Value	Parameter	Value
Make/Model / Series	Bidder to mention	Gear Ratio	180 : 1
Output Speed	8 RPM	Input Speed (Rated)	1440 RPM
Input Configuration	Solid Input Shaft	Mounting Arrangement	Foot Mounting
Output Shaft Diameter	Ø 180 mm	Output Shaft Type	Solid
Continuous Torque (T ₂ cont.)	4780 kgm	Rated / Peak Torque (T ₂ rated)	8800 kgm
Service Factor (SF)	2.2 (minimum)	Duty Class	S1 — Continuous
Operating Mode	Continuous Running	Direction of Rotation	Both / Reversible

* Torque values expressed in kgm (kilogram-metre). For SI conversion: 1 kgm ≈ 9.807 Nm. Continuous Torque = 46,896 Nm; Rated Torque = 86,302 Nm.

3. COMPATIBLE MOTOR — REFERENCE SPECIFICATION

Motor Parameter	Value	Motor Parameter	Value
Power Rating	60 HP (44.74 kW)	Supply	3-Phase AC
Synchronous Speed	1470 RPM	Frame Size	225M
Duty Cycle	S1 — Continuous	Coupling	Direct (Solid Input)

NOTE: The gear unit shall be fully compatible with the motor specified above. The vendor shall confirm suitability in writing prior to supply.

4. DESIGN & CONSTRUCTION REQUIREMENTS

#	Requirement	Specification
4.1	Housing	Heavy-duty cast iron or fabricated steel housing, ribbed for rigidity. All surfaces to be cleaned, primed, and finished with industrial-grade enamel or epoxy paint.
4.2	Gearing	Hardened and ground helical or bevel-helical gears. Tooth profile to conform to IS 2535 / DIN 3960. Gear material: alloy steel (EN 36 / 20MnCr5 or equivalent), case-hardened and ground.
4.3	Shafts	Alloy steel shafts, ground and polished. Input shaft to accept coupling or direct motor drive. Output shaft diameter: Ø 180 mm with keyway to IS 2048.
4.4	Bearings	Anti-friction roller/ball bearings (SKF, FAG, or equivalent make). Bearing selection to suit continuous duty with adequate L10 life ≥ 25,000 hours.
4.5	Seals	Lip seals / V-ring seals on all shaft ends to prevent oil leakage. IP55 protection level minimum.
4.6	Lubrication	Splash/forced lubrication with oil reservoir. Oil level indicator (sight glass), filler plug, and drain plug to be provided. Compatible with mineral or synthetic gear oil (ISO VG 220/320).
4.7	Cooling	Natural convection cooling. Forced ventilation may be added for tropical / ambient > 45°C conditions.
4.8	Noise Level	Maximum 85 dB(A) at 1 m under rated load conditions.
4.9	Backlash	Minimum backlash commensurate with smooth operation; to be declared in the test certificate.

5. TESTING, INSPECTION & CERTIFICATION

#	Test / Certificate	Requirement
5.1	Factory Acceptance Test (FAT)	Full-load running test for minimum 4 hours at rated torque. Temperature rise, vibration, noise, and oil tightness to be recorded.
5.2	No-Load Test	Smooth operation, no abnormal noise or vibration. Bearing temperature rise ≤ 40°C above ambient.
5.3	Gear Tooth Contact Check	Tooth contact pattern (blue marking) to be within 70% along tooth face and 50% along tooth height.
5.4	Dimensional Inspection	All critical dimensions (shaft diameters, mounting PCD, output flange) to be verified against approved drawing.
5.5	Hardness Certificate	Material test certificate and hardness report for gears and shafts to be supplied.

5.6	Paint & Finish Inspection	Surface finish per applicable standard. DFT of paint to be minimum 60 microns.
5.7	Test Certificate	Comprehensive test certificate (signed by QA) to be delivered with the unit.

6. DOCUMENTATION TO BE SUPPLIED

#	Document	Copies / Format
6.1	General Arrangement (GA) Drawing	2 prints + 1 soft copy (PDF/DWG)
6.2	Installation & Maintenance Manual	2 hard copies + 1 PDF
6.3	Spare Parts List with Part Numbers	1 copy with unit
6.4	Factory Test Certificate (FAT Report)	Original + 1 copy
6.5	Material Test Certificates (Gears & Shafts)	Original
6.6	Lubrication Chart (Oil Grade, Quantity, Change Interval)	1 copy affixed to unit
6.7	Declaration of Conformity / Compliance Statement	1 copy

7. WARRANTY

Warranty Item	Condition
Warranty Period	Minimum 12 (twelve) months from the date of supply / dispatch from vendor's works, whichever is earlier.
Coverage	All manufacturing defects, material defects, and workmanship defects. Includes gears, shafts, bearings, housing, seals, and all associated components supplied as part of this specification.
Obligation	Vendor shall repair or replace, free of charge, any defective component or assembly within the warranty period. Transportation costs to/from vendor works shall be borne by the vendor.
Exclusions	Normal wear parts (oil seals, gaskets), damage due to misuse, improper installation, inadequate lubrication not following the supplied lubrication chart, or overloading beyond rated parameters.

IMPORTANT: Warranty shall not be void due to routine maintenance activities (oil change, seal replacement) carried out as per the supplied maintenance manual.

8. APPLICABLE STANDARDS & CODES

Standard	Description
IS 7403	Rating of enclosed helical, bevel-helical, and spiral bevel gear units
IS 2535	Basic rack for involute tooth gears
IS 2048	Parallel keys and keyways
DIN 3990	Calculation of load capacity of cylindrical gears
ISO 6336	Calculation of load capacity of spur and helical gears
AGMA 6014	Gear power rating for cylindrical shell and trunnion supported equipment
IS 4029	Guide for testing three-phase induction motors

9. PACKING & DESPATCH REQUIREMENTS

The gear unit shall be packed in a robust wooden crate suitable for road/rail/sea transport. Output and input shaft ends to be protected with rust-preventive compound (Tectyl or equivalent) and covered with end caps. The unit shall be drained of any test oil or pre-filled with the specified running oil (as mutually agreed). A packing list, inspection certificate, and test certificate shall be included inside the crate.

Prepared By	Checked By
Manjunath Rao Katkar	Amarjyoti Saikia
Sr. Engineer/M&S	Manager/M&S

UN-PRICED BID

BHEL Tender Ref: AV30033962

Name of work: PROCUREMENT OF "PLANETARY GEARBOX W/O MOTOR"

BIDDER's NAME (To be filled)

Sl. No.	Item Description	Item Code / Make	Quantity	Units	Whether QUOTED or NOT QUOTED	HSN/SAC Code	GST Applicable (CGST, SGST, IGST)	GST%	Currency
1	PLANETARY GEARBOX W/O MOTOR 180:1, 8RPM	EL7228162839	1	EA					INR

Bidder not to mention any prices in the above form

BIDDER's SIGN & SEAL

Tender Description: (To be filled by the vendor):

Tender Ref: (To be filled by the vendor).....

NAME OF VENDOR:-

SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	PORTION OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION	REMARKS
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TECHNICAL DEVIATIONS (Fill "NIL" in case of no deviation)

COMMERCIAL DEVIATIONS (Fill "NIL" in case of no deviation)

PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE

NAME	DESIGNATIONS	SIGN & DATE

NOTES:

- For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- For directly dispatchable items, cost of withdrawal of deviation will be applicable on the FOR site price including taxes, duties & freight.
- All the bidders have to list out all their Technical & Commercial Deviations in detail in the above format only on cost basis (if any). Cost of withdrawal for the deviations, for which, the "Cost of withdrawal" is not specified, shall be taken as NIL.
- Any deviation not mentioned above and shown separately will not be taken cognizance of.
- Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.
- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
- For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not at all be accepted.
- All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
- Cost of withdrawal is to be given separately for each deviation. In no event, bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of each deviation which have been clubbed together shall be considered as NIL.
- In case nature of cost of withdrawal (positive/negative) is not specified, it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/negative), positive will be considered for evaluation and negative for ordering.

**MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION
PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018**

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure--**'A'**-- to this GCC/Agreement/Contract/MoU etc. (strike off whichever is inapplicable).

The Annexure **'A'**-- together with it's Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable).

The Purchaser/Contractor/Seller etc. (insert the description of the other party to the Agreement/Contract/MoU etc., - whichever is applicable) agrees that the Purchaser/Contractor/Seller etc. (insert the description of BHEL - whichever is applicable) may make any amendments or modifications to the provisions stipulated in the Annexure --**'A'**--to this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable) from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure --**'A'**--with effect from the date as intimated by BHEL to it.

**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF
CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018**

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format 7** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-8** hereto.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the

proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

- 7.** The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
- 8.** Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
- 9.** In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
- 10.** Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
- 11.** When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
- 12.** In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
- 13.** Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

- 14.** In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
- 15.** The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
- 16.** Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
- 17.** In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
- 18.** A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
- 19.** The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
- 20.** Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

- 21.** Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
- 22.** The proceedings of Conciliation under this Scheme may be terminated as follows:
- a.** On the date of signing of the Settlement agreement by the Parties; or,
 - b.** By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c.** By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d.** By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - e.** On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
- 23.** The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores.

Sl No	Particulars	Amount
		<p>Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores.</p> <p>Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the, Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p> <p>Others</p>	<p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p> <p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> <p>Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.</p>
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the

Sl No	Particulars	Amount
		concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

- 24.** The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
- 25.** If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
- 26.** The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
- 27.** Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
- 28.** The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

- 29.** The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
- 30.** The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a.** Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b.** admissions made by the other party in the course of the Conciliator proceedings;
 - c.** proposals made by the Conciliator;
 - d.** The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
- 31.** The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 32.** None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 33.** The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
- 34.** The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE
IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

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

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

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

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of BHEL

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A
STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC**

To,

BHEL (Head of the Unit/Division/Region/Business Group)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE
CONTRACT BY A STAKEHOLDER**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above-referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of the Stakeholder

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: **INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract/MoU/Agreement/LOI/LOA, if possible.

Name and contact details of Conciliator(s)

a)

b)

c)

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

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

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

Item Name :	
Enquiry No. :	
Project :	

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG dated 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/Trojan etc.

Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.

For and behalf of _____ (Name of the bidder)

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

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

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

Item Name :	
Enquiry No. :	
Project :	

We M/s. _____ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We hereby certify that **we are not from such a country** and eligible to be considered for this tender.

(Note: Non-compliance of above said Gol Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of _____ (Name of the bidder)

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

FORMAT FOR VERIFICATION OF LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER

(To be submitted with the offer)

[Applicable for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore]

Self-certification giving the percentage of local content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]

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

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any [hereinafter, “PPP-MII Order”] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

In line with the provisions of the PPP-MII Order, We, M/s. *[Enter the name of the Bidder]* [hereinafter, “Local Supplier”] submits self-certification to M/s. Bharat Heavy Electricals Limited [hereinafter, BHEL] regarding Local Content in Goods/Services/Works to be supplied by the Local Supplier for *(Enter the name of the Equipment/Item for Project)*, wherein we have agreed to abide by the terms and conditions of the PPP-MII Order.

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

For and on behalf of,

Date:

Authorized Signatory
(With Company Seal & Signature)

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by BHEL.

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

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

Dear Sir,

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


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

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

Name:	
Mobile no.:	
Active email id:	

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

Date:

	<p align="center">ELECTRO- PORCELAINS DIVISION</p>	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC)</p> <p align="center">Revision No. R0 (For supply and services)</p>	<p align="center">ANNEXURES</p> <p align="center">Issued on 14.03.2017</p>
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ANNEXURE-XII

FORMAT FOR NO DEVIATION CERTIFICATE

(To be submitted in the bidder's letter head)

TO
BHARAT HEAVY ELECTRICALS LIMITED,
Electroporcelains Division
Prof. CNR Rao Circle,
Malleshwaram Bangalore - 560012

Sub :	No deviation certificate
Job :	----
Ref :	Your enquiry No -
	All the pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

ANNEXURE-VIII

LOADING CRITERIA

No deviations in General terms and conditions are generally acceptable, and bids with deviations are liable to be rejected. However, in exceptional circumstances, BHEL may accept deviations with Loading as given below:

A) PAYMENT TERMS

1. Payment will be released within 45 days after receipt of complete documents as per order/ contract. Loading will be done for vendors seeking earlier payment w.r.t. above, for the value and the period of deviation, as per below:

Interest Rate for loading will be taken as Base rate of SBI (as applicable on the date of bid opening, Techno-commercial bid, in case of 2 part bids) + 6% for the period of relaxation sought by the bidders.

Time periods assumed by BHEL for a few activities are as follows:

Payment through Bank – 30 days from receipt of invoice + documents.

Receipted LR – 30 days from despatch.

Material Receipt Certificate (MRC) – 120 days from despatch.

However, for Foreign Purchase, CAD at sight and Confirmed LCs are not permitted.

B) BANK GUARANTEE `

Non submission of Bank Guarantee – No deviation is permitted, if applicable as per NIT.

C) LIQUIDATED DAMAGES

If maximum limit asked for is 10% or 5% of Undelivered Portion – 10% value of the total quoted price including taxes, duties & freight. If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value) .

D) PRICE VARIATION CLAUSE (PVC)

PVC Instead of Firm Price – Maximum ceiling of PVC as demanded by vendor.

F) NO DEVIATION IS ALLOWED IN RISK PURCHASE/RISK & COST CLAUSE.