



निविदा / Enquiry

भारत हेवी इलेक्ट्रिकल्स लिमिटेड / BHARAT HEAVY ELECTRICALS LIMITED
पारेषण व्यापार समूह / Transmission Business Group
सामग्री प्रबंधन / Materials Management

Project : MSPGCL BHUSAWAL

| Enquiry No | Enquiry Date | Rev No | Rev Date | PI No | Enquiry Type | Inspection by | Due Dt | Commercial Comments | Technical Comments | Signing Authority |
|------------|--------------|--------|----------|------------|--------------|---------------|-----------|---------------------|--------------------|-------------------|
| 09Q2200066 | 10-Sep-21 | 0 | | 09I2200038 | Package | | 22-Sep-21 | | | RAJEEV KUMAR ROY |

Equipment Detail

| SN | Material Code | Equipment | HSN Code | Phy Unit | Qty | Plan Dt | Comments |
|----|---------------|---|----------|----------|----------|---------|----------|
| 1 | TB9090002902 | CLAMPS & CONNECTORS CLAMPS FOR 75X12MM EARTHING STRIP ON LATTICE/PIPE STRUCTURE | 0 | NO | 130.0000 | | |
| 2 | TB9094855653 | SUPPLY- CLAMPS & CONNECTORS : 400KV, 50KA FOR 3S, 2000A, STRAIGHT THROUGH CLAMP ON BUS POST INSULATOR FOR TWIN ACSR BERSIMIS CONDUCTOR ON ONE SIDE AND TWIN AAAC MORCULLA CONDUCTOR ON OTHER SIDE | 0 | NO | 10.0000 | | |
| 3 | TB9094853286 | SUPPLY- CLAMPS & CONNECTORS : 400KV, 50KA FOR 3S, 2000A, GT BUSHING CONNECTOR SUITABLE FOR TWIN BERSIMIS | 0 | NO | 4.0000 | | |
| 4 | TB9094853504 | SUPPLY- CLAMPS & CONNECTORS : 400KV, 50KA FOR 3S, 2000A, ST BUSHING CONNECTOR SUITABLE FOR TWIN BERSIMIS | 0 | NO | 7.0000 | | |
| 5 | TB8090002564 | SPARES- CLAMPS & CONNECTORS : RIGID SPACER SUITABLE FOR TWIN BERSIMIS | 0 | NO | 39.0000 | | |

Instructions to Bidders

You are requested to submit your most competitive offer so as to reach us positively by the tender opening date & time. THE TENDERS NOT RECEIVED WITHIN SCHEDULED DATE AND TIME ARE LIKELY TO BE IGNORED. BHEL shall not be responsible for any postal delay.

In your own interest, you are advised to carefully read "the instructions to bidders". Incomplete bids and/or bids not complying with tender conditions shall be treated as non-responsive and are likely to be ignored.

In case Tender Documents are not received within 7 days of this E-mail message, intimate BHEL accordingly. If no intimation is received, it will be considered that you have received tender enquiry and delay in submission offer due to late receipt of tender documents will not be entertained.

You are requested to submit your most competitive offer as stated in Terms & conditions.

BHEL reserves the right to opt for reverse auction for obtaining best prices.

Offers Through E-MAIL / FAX / E-Procurement Portal: WHOSEVER DESIRES TO SEND OFFERS ON THEIR OWN RISK (COMPLETE IN ALL RESPECTS) VIA E-MAIL or FAX HAVE TO SEND THE OFFERS TO THE COMMON E-MAIL ADDRESS tenderbox@bhel.in or 0120-6748581 FAX or bhel.abc.procure.com as instructed. THE RECEIVED EMAIL OFFERS WILL BE PRINTED BY PURCHASE COORDINATOR AND PUT THEM INTO COVERS AS PER CONVENTIONAL METHOD FOR TENDER OPENING I.E., TECHNO COMMERCIAL & PRICE OFFER SHALL BE PUT INTO TWO SEPARATE COVERS AND BOTH THE COVERS ARE KEPT IN THIRD COVER DULY SUPER SCRIBING ENQY. NO. AND DUE DATE. OFFERS SENT TO ANY OTHER E-MAIL ID or FAX NO AND INCOMPLETE OFFERS SHALL NOT BE CONSIDERED FOR EVALUATION PURPOSE. The venders who has sent offers with password, the passwords are to be forwarded to email id: tenderbox@bhel.in

It is suggested that the bidders are advised to send the files with 'password protection'.

Please acknowledge the receipt of tender enquiry and e-mail/fax back this letter by ticking the appropriate item below.

We acknowledge the receipt of tender.

(a) The offer against subject enquiry shall be submitted by the scheduled date and time.

(b) We regret to quote. The item in reference is out of our manufacturing range.

(c) We regret because of our prior commitments.

(d) Any other reason.

To
RAJEEV KUMAR ROY
Bharat Heavy Electricals Limited
Transmission Business Group
Tower-A,5th Floor,
Advant Navis IT Business Park,
Plot No-7,Sector-142,Expressway Noida
Noida-201305
Distt. Gaut am BudhNagar,U.P
Ph: 0120-6748137

हस्ताक्षर और निविदाकार की सील / Signature and Seal of Tenderer

Enquiry No : 09Q2200066 **Enquiry Date:** 10-Sep-21

SPECIAL TERMS & CONDITIONS

FOR CLAMPS & CONNECTORS FOR MSPGCL BHUSHAWAL PROJECT

Enquiry No: Dated.....

1. In case any discrepancy between the requirements mentioned under special terms & conditions and general terms & conditions, special terms and conditions shall prevail.
2. Bidder may asked any technical clarification against this enquiry. Contact details of ENGG department is as under;

Mr. DEEPALI SHARMA, SR. ENGINEER (TBEM)

BHEL, Transmission Business Group

10th Floor, Plot No.C-20/1A/1, Joy Towers, Sector-62, Noida, Uttar Pradesh, Pin No: 201301

Phone: +91 (0) 0120- 6748597, Fax: +91 (0) 0120 – 6748580, E-mail: deepali@bhel.in

3. Bidder may asked any commercial clarification against this enquiry. Contact details of ENGG department is as under;

RAJEEV KUMAR ROY, MANAGER (TBMM)

BHEL, Transmission Business Group

10th Floor, Plot No.C-20/1A/1, Joy Towers, Sector-62, Noida, Uttar Pradesh, Pin No: 201301

Contact No. 0120 6748484; E-mail: rajeevroy@bhel.in.

4. **Bidder to submit offer directly through NIC PORTAL.** Bidder may visit <https://eprocurebhel.co.in>. No other mode for submission of tender is acceptable. Note: This is two part bid and Techno-commercial bid will be opened as scheduled date and time.
5. **Technical specification & PQR:** BHEL technical specification & PQR is applicable (ENCLOSED). Bidders, who are not comply the technical specification & PQR of this enquiry, shall be rejected. No deviation is acceptable.
6. **Quantity Variation:** The final quantity may vary at contract stage by **+/- 20%**, however quantity of individual items may vary up to any extent during detailed engineering stage
7. **Proposed delivery plan: IMMEDIATE.** However, vendor has to examine their best possible delivery plan & mentioned in **ACTIVITY SCHEDULE (Annexure-II)** to meet the tender delivery requirement. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).
8. **Clause No. 2.1 of General Terms & Conditions (GTC) for tender Enquiry / Contract should be as follows:**

PRICES: A. all prices shall be FIRM & Ex-works price including packing & forwarding charges No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed. Supplier to submit bills along with billing checklist as per **Annexure-III**.

SPECIAL TERMS & CONDITIONS

FOR CLAMPS & CONNECTORS FOR MSPGCL BHUSHAWAL PROJECT

Enquiry No: Dated.....

PROJECT STATUS: Domestic in nature. GST is applicable as per prevalent law.

SCOPE OF TENDER: SUPPLY ONLY IN SCOPE OF BIDDER.

9. **Clause No 07 of GTC (PERFORMANCE BG):** NOT APPLICABLE
10. **REVERSE AUCTION (Refer clause no: 15 of Addendum of GTC):** APPLICABLE.
11. **Make in India (PPP-MII) (Refer clause no: 17 of Addendum of GTC):** This tender is not a global tender and **only class-I** suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 are eligible to bid in this tender. **Bids received from Class-II & Non-Local supplier shall be rejected.** Bidder to specify the percentage of local content as per the format of self-declaration for local content” as per **Annexure-V**.
12. **Compliance to GOI Order for restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 (Refer clause no: 18 of Addendum of GTC):** Annexure-VI, VII or VIII are applicable.
13. **MOP Circular (Refer clause no: 19 of Addendum of GTC, Annexure-IX & X):** NOT APPLICABLE.
14. **INTEGRITY PACT (Annexure-XI):** NOT APPLICABLE.
15. **RISK AND COST (Annexure-XII):** APPLICABLE.
16. **PRICE BID FORMAT:** Bidder to quote each and every cell as per specified price format of NIT, otherwise their offer shall be liable to be rejected.
17. **IMPORTANT INSTRUCTION:**
 - Final acceptance of technical qualified vendor for placement of order is subject to approval of CUSTOMER.
 - Bidder who are not approved by customer, needs to submit complete credential (list of documents mentioned in clause no-23 of addendum of GTC) for approval from CUSTOMER & placement of order is subject to approval of CUSTOMER.
 - All boxes / Containers are to be distinctly marked with boldly written “TBG” mark on it.
 - PO/LOI shall be placed to L1 bidder project wise. However evaluation shall be done based on overall quantity as per NIT. Refer GTC of NIT for more details.
 - GeM Seller ID- GeM seller ID is mandatory for the bidders and must be mentioned in their offer. In case at the time of submission of offer GeM seller ID is not available with bidder, then successful tenderer should ensure to have GeM Seller ID prior to award of contract. Department of Expenditure (DOE) OM no. 6/9/2020-PPD dated 24.08.2020 may be referred in this regard

SPECIAL TERMS & CONDITIONS

FOR CLAMPS & CONNECTORS FOR MSPGCL BHUSHAWAL PROJECT

Enquiry No: Dated.....

18. Following confirmation to be provided by vendor:

“We confirm that we have quoted as per specified price format provided along with this tender”.

NAME & SEAL OF TENDERER

Enclosed:

1. Addendum of GTC
2. Activity Schedule (Annexure-II), Annexure-III (Checklist), Annexure-IV (Arbitration),
3. Annexure-V (Make in India),
4. General terms and condition (GTC), Activity Schedule, Technical & Commercial deviation sheets.
5. Technical specification & drawing.
6. Un-priced copy in BHEL Format.

Validate

Print

Help

[Item Wise BoQ](#)

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: CLAMPS AND CONNECTORS- MSPGCLBHUSAWAL PROJECT

Enquiry/NIT No:

| | |
|--|--|
| Name of the Bidder/ Bidding Firm / Company : | |
|--|--|

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

| NUMBER # | TEXT # | TEXT # | NUMBER # | TEXT # | NUMBER # | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER # | NUMBER # | NUMBER # | TEXT # |
|-----------------------------|--|------------------|----------|--------|---|---------------------|---|---|---------------------|---|----------------|--|--|-----------------------|
| Sl. No. | Item Description | Item Code / Make | Quantity | Units | Unit RATE In Figures To be entered by the Bidder in Rs. P | GST (in Percentage) | GST Amount (Unit Rate*Quantity* GST) in Rs. P | Unit Freight & Insurance Charges in Rs. P | GST (in Percentage) | GST Amount on F&I (Unit Rate*Quantity*GST) in Rs. P | HSN / SAC Code | TOTAL Ex-Works + F & I AMOUNT excluding GST in Rs. P | TOTAL Ex-Works + F & I AMOUNT including GST in Rs. P | TOTAL AMOUNT in Words |
| 1 | 2 | 3 | 4 | 5 | 13 | 14 | 15 | 16 | 20 | 21 | 51 | 53 | 54 | 55 |
| 1.01 | SUPPLY- CLAMPS & CONNECTORS : 400KV, 50KA FOR 3S, 2000A, GT BUSHING CONNECTOR SUITABLE FOR TWIN BERSIMIS | item1 | 4 | Nos | | | 0.00 | | | 0.00 | | 0.000 | 0.000 | INR Zero Only |
| 1.02 | SUPPLY- CLAMPS & CONNECTORS : 400KV, 50KA FOR 3S, 2000A, ST BUSHING CONNECTOR SUITABLE FOR TWIN BERSIMIS | item2 | 7 | Nos | | | 0.00 | | | 0.00 | | 0.000 | 0.000 | INR Zero Only |
| 1.03 | SUPPLY- CLAMPS & CONNECTORS : 400KV, 50KA FOR 3S, 2000A, STRAIGHT THROUGH CLAMP ON BUS POST INSULATOR FOR TWIN ACSR BERSIMIS CONDUCTOR ON ONE SIDE AND TWIN AAC MORCULLA CONDUCTOR ON OTHER SIDE | item3 | 10 | Nos | | | 0.00 | | | 0.00 | | 0.000 | 0.000 | INR Zero Only |
| 1.04 | SPARES- CLAMPS & CONNECTORS : RIGID SPACER SUITABLE FOR TWIN BERSIMIS | item4 | 39 | Nos | | | 0.00 | | | 0.00 | | 0.000 | 0.000 | INR Zero Only |
| 1.05 | CLAMPS & CONNECTORS CLAMPS FOR 75X12MM EARTHING STRIP ON LATTICE/PIPE STRUCTURE | item5 | 130 | Nos | | | 0.00 | | | 0.00 | | 0.000 | 0.000 | INR Zero Only |
| Total in Figures | | | | | | | | | | | | 0.000 | 0.000 | Zero Only |
| Quoted Rate in Words | INR Zero Only | | | | | | | | | | | | | |

SCHEDULE OF COMMERCIAL DEVIATION

BHEL Tender enquiry No :
Project : Bhushawal Project

This Format is to be submitted in original duly signed by bidder.
The following are the deviations/variations/exceptions from the Terms and Conditions :-

| S N | CLAUSE NO. OF TERMS AND CONDITIONS | STATEMENT OF DEVIATION |
|-----|------------------------------------|------------------------|
| | | |

NIL DEVIATION

| | | |
|--|--|--|
| | | |
|--|--|--|

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Terms and Conditions.

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

Note : Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

Place :
Date :

Signature of the authorised representative of

Bidder's name :.....
Designation:.....
Company Seal:.....

ACTIVITY SCHEDULE

Enquiry No:....., Dated.....

| SN | ACTIVITY | TIME ALLOTTED [in weeks] | CUMULATIVE TIME FROM RECEIPT OF INPUTS FROM BHEL [in weeks] | SCOPE |
|----|--|----------------------------|--|-------------|
| 1. | Input to vendor by BHEL | 4 | 4 | BHEL SCOPE |
| 2. | Submission of Documents necessary for getting manufacturing clearance like drawings, Data sheet. | 4 | 8 | BY SUPPLIER |
| 3. | Review and Approval of documents from BHEL/Customer and issue of manufacturing clearance. | 6 | 14 | BHEL SCOPE |
| 4. | Manufacturing Time & INSPECTION CALL | 12 | 26 | BY SUPPLIER |
| 5. | Inspection by BHEL/Customer | 2 | 28 | BHEL SCOPE |
| 6. | Issue of Dispatch clearance | 1 | 29 | BHEL SCOPE |
| 7. | Dispatch | 1 | 30 | BY SUPPLIER |

- Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier. **Bidder to submit revised drawing and documents within 14 days (.i.e. 2 weeks) and delay in beyond this period is in scope of bidder.**
- Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
- Qty to be offered for inspection should be in accordance within Delivery-schedule – lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery – lot and delay on this account shall be the responsibility of Supplier. Delay in BHEL activity listed above shall be added, if required, for time extension/delivery amendment.

Signature & Seal of

Supplier

Date:

Addendum to General Terms and Conditions (GTC)

| | | |
|----|-------------------------------------|---|
| 1 | Offer Submission/ Opening Time | Offer Submission Time: 14:00 Hrs IST Offer Opening Time: 14:30 Hrs IST |
| 2 | Instruction to Bidder(s) | <p>I. For Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site is in the scope of the supplier or Supply where Testing & Commissioning (T&C) at Site is in scope of the supplier, minimum 10% of total ex-works value shall be quoted under supervision of ETC/T&C. In case bidder quotes less than 10%, then 10% of Total PO value excluding GST and F&I shall be allocated to the supervision of ETC/T&C scope. Service charges shall be back calculated to keep 10% of total cost to BHEL (without GST). This price adjustment shall be done from supply Ex works prices only on prorata basis for all supply line items.</p> <p>II. For Supply where Erection, Testing & Commissioning (ETC) at Site is in the scope of the supplier, minimum 20% of total ex-works value shall be quoted under ETC. In case bidder quotes less than 20%, then 20% of Total PO value excluding GST and F&I shall be allocated to the ETC scope. Service charges shall be back calculated to keep 20% of total cost to BHEL (without GST). This price adjustment shall be done from supply Ex works prices only on prorata basis for all supply line items.</p> <p>III. Endorsed LR is not required in GST Regime.</p> <p>IV. Bidder's offer will be technically acceptable subject to final acceptance of vendor by ultimate customer as approved supplier. Price Bid will be opened only for those bidders in respect of which vendor approval is received from CUSTOMER. Necessary credentials/documents to be submitted for approval by Customer.</p> |
| 3 | Offer Submission Mode | <p>Clause No. 1.3 of GTC – Tender is invited through e-Procurement System only. The bidder shall submit their bid through e-Procurement platform at https://bhel.abcprocure.com</p> <p>Vendors participating through e-procurement portal for this tender should have Class-III Digital Signature Certificate (DSC) for Signing & Encryption of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India.</p> |
| 4 | Validity of Purchase Order | Purchase order shall be valid for two (02) years from date of Purchase Order. |
| 5 | Work Address | <p>Bidder to mention their works address below from where material will be supplied</p> <p>Works Address: ----- ----- -----</p> |
| 6 | Pre- Qualification Requirement(PQR) | As per Annexure-I . The bidder must ensure that they confirm the PQR (Technical) |
| 7 | Deviation | <p><u>Technical Deviation</u>: No Technical Deviation is envisaged.</p> <p><u>Commercial Deviation</u>: No Commercial Deviation envisaged except defined in GTC.</p> |
| 8 | Project Status | Domestic/Export. GST shall be payable as applicable. |
| 9 | Delivery Plan | As per Activity Schedule (Annexure-II). |
| 11 | Terms of Payment | As per clause 3.1 to 3.7 of GTC (as applicable) . Supplier to submit bills alongwith billing checklist as per Annexure-III |
| 12 | Performance Bank Guarantee (PBG) | <p>Clause No. 7 of GTC, If no option is specified by the bidder, by default option – B for Bank Guarantee shall be considered.</p> <p>Separate BG for Spares shall be submitted alongwith BG for main supply items.</p> <p>Note: BG should be submitted on non-judicial stamp paper of appropriate value by the supplier alongwith first submission of bill to BHEL.</p> |
| 13 | Liquidated Damage | <p>Clause no. 13 of GTC - In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of delayed lot value (Ex Works and F&I charges) for supply per week of delay or part thereof subject to a maximum of 10% of delayed lot value (Ex Works and F&I charges) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>LD will calculated for lotwise and Manufacturing Clearance (MFC) date will be the last date of inputs for that particular lot</p> <p>Lot-1: items for which MFC is issued from 1-15 days of calendar month Lot-2: items for which MFC is issued from 16-30/31 days of calendar month Lot-3: items for which MFC is issued from 1-15 days of next calendar month, Lot-4: items for which MFC is issued from 16-30/31 days of next calendar month and so on...</p> |
| 14 | Arbitration | As per Annexure-IV |

Addendum to General Terms and Conditions (GTC)

| | | |
|----|--|--|
| 15 | Reverse Auction | <p>"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."</p> <p>Abridged Version of "Guidelines for Reverse Auction-2020" may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page.</p> |
| 16 | Splitting of Contract | Splitting of Contract not applicable for this tender. |
| 17 | Make In India (PPP-MII) | <p>For this procurement, the local content to categorize a supplier as 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), Order 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.</p> <p>"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V."</p> <p>"This tender is not a global tender and only class-I and Class II suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 are eligible to bid in this tender. Bids received from Class-II & Non-Local supplier shall be rejected."</p> |
| 18 | Compliance to GOI Order for restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 | Refer Clause at Annexure-VI and Certification at Annexure-VII / Annexure-VIII (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer. |
| 19 | MOP Circular | <p>Bidder to comply the MOP circular dated 02-07-2020 (Annexure-IX) and its subsequent amendment, if any, in prescribed format (Annexure-X). Non-compliance/ Non-submission will lead to rejection of Offer [Not Applicable for cases where local content is 100%].</p> <p>Vendor to quote as per specified price format of NIT, otherwise their offer shall be liable to be rejected.</p> <p>Following confirmation to be provided by vendor: "We confirm that we have quoted as per specified price format provided along with this tender".</p> |
| 20 | Integrity Pact | As per Annexure-XI. |
| 21 | Risk and Cost | As per Annexure-XII |
| 22 | Prevention for cartel formation | <p>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.</p> <p>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p> |
| 23 | Docuemts Required for Customer approval | <p>Bidders to submit below documents alongwith their offer but not limited to:</p> <ul style="list-style-type: none"> (a) PAN, GST, Certificate of Incorporation (b) Factory Registration Certificate (c) Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc.) (d) List of Plant and Machinery (e) List of Testing and Measuring equipment (f) Third party approval, if any (viz. ISO, BIS) (g) Pollution clearance wherever applicable (h) Energy conservation & Efficiency Report(Applicable to industries having contact load more than 100KVA) (i) Manufacturing Quality Plan (MQP) (j) List of past supplies references along with copy of major PO (k) Performance certificate from end user (l) Photographs of factory, plant and machinery & testing facilities |
| 24 | BHEL Supplier Registration Portal | <p>The link for Online Supplier registration Portal is https://supplier.bhel.in/</p> <p>The link for Online Supplier Registration Portal may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page.</p> |
| 25 | Start-up India | Start-up vendors to submit applicable documents alongwith their offers for availing the benefits as per GOI guidelines. |

The Notice Inviting Tender (NIT)/ the tender requirement of BHEL will not be henceforth published in newspapers. All the concerned are hereby notified that tender enquiries of BHEL will be published on BHEL tender website (www.bhel.com) and Government's Central Public Procurement Portal (<https://eprocure.gov.in/>)

(Sign and seal of Bidder)

Check List for Supply bills

| Name Of the Project | | | | | | | |
|---------------------|---|-------------------|---|----------|-------------------------|-----------------------------|------------------------------|
| Package Description | | | | | | | |
| Invoice No. & Date | | | | | | | |
| PO No. & date | | | | | | | |
| Sr. No | Documents Required | Copies | Check Points | Page no. | Vendor Remarks (Y/N/NA) | Verification by MM (Y/N/NA) | Verification by Fin (Y/N/NA) |
| 1 | Original for Buyer Invoice - GST compliant invoice | 1 Original+2 Copy | 1. Please ensure GST complaint invoice in original 2. Consignee address : BHEL C/o followed by site address 3. Item description and unit of quantity are matched with PO 4. Buyer address and GSTN No as required (TBG Noida or Nodal 5. PO No and date, LR No and date, Vehicle No and Project name 6. Invoiced quantity are not more than th PO quantity and MICC 7. Ex works unit rate , Taxes and F&I rates are same as per PO 8. Signed and stamped by vendor | | | | |
| 2 | Received LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes | 1Original+2 Copy | 1. Consignee address : BHEL C/o followed by Site address 2. In case of material purchased from sub vendor , Consignee address Vendor's name C/o BHEL C/o Site address 3. Vendor's Invoice no and Vehicle No are mentioned 4. No of boxes/No of packages are same as per Packing list 5. In case of and adverse remark on LR (Like shortages/damages/broken etc) , clarification from site/TBMM/TBCM is nedded 6. LR is readable 7. In case of photo copy, LR is verified by TBMM 8. LR date is after the date of MICC/(MDCC if issued) or same date | | | | |
| 3 | Packing List - showing number of packages, and gross weight/net Weight (if applicable) | 1Original+2 Copy | 1. PO No and date, LR No and date, Invoice No and date, Site Name and address, Consignor and consignee address are mentioned 2. Item description and quantity are matched with Invoice and PO 3. Signed and stamped by vendor 4. No of packages/ Item descriptions are matched with MRC and LR | | | | |
| 4 | MICC from BHEL | 1Original+2C opy | 1. BHEL MICC has been issued prior to the date of dispatch or on same date 2. In case where MICC date is after the date of dispatch then MDCC date is same or prior to the date of dispatch 3. Project Name, PO,Po Date, Vendor's name and address is correct 4. Item description, Quantity and unit of quantity are same as per PO 5. All hold point in MICC , if any, have been resolved before submission of bill 6. Signed and stamped by BHEL Executive 7. MICC and MDCC quantity are not less than Invoice quantity and cover all invoiced items. | | | | |
| 5 | Guarantee Certificate | 1 Original+2 Copy | 1. Project Name, PO No., Invoice No , LR No and date are mentioned 2. Guarantee Certificate is strictly matched with PO T&C 3. Signed and stamped by vendor | | | | |
| 6 | Bank Guarantee | 1 Copy | 1. Ensure submission of BG directly from Bank before supply of material so that BG confirmation may be arranged before processing 2. Bill can be processed only after receipt of BG confirmation directly from bank 3. It should be in the name of BHEL , TBG Noida with registered office address Siri Fort, New Delhi 4. It should be in prescribed format. 5. BG value and valdity plus claim period should be minimum as specified in PO / RC. Please check before supply , If BG extension is required please arrange the same 6. Vendor's name address should be same as per PO 7. Po No / RC No and date should be correct | | | | |
| 7 | Insurance Certfcate | 1 Original+2 Copy | 1. Invoice No and date, Vendor's Name,Place from Consignor to Consignee are mentioned 2. It has not been issued later than the LR date 3. Insured value is not less than the Invoice value 4. Signed and stamped by Insurance Company 5. In case of Open Insurance Policy, declaration has been submitted to Insurance Company as per declaration clause of Open policy and 6. In case of any discrepancy , consent of TBCM is required for processing the bill and amount will be deducted for invalid Insurance | | | | |
| 8 | PVC (If applicable) Invoice is submitted along with the Despatch Invoice | 1Original+2C opy | PVC (If applicable) Invoice is submitted along with the Despatch Invoice 1. PVC invoice is attached along with supply Invoice 2. Calculation sheet and applicable PVC indices are also enclosed 3. If delay in delivery, then PVC indices are as per PO conditions. | | | | |
| 9 | | | 1. LR No and date, Invoice No and date, Vehicle No and date , Site Name an address are mentioned 2. Date of receipt of material | | | | |

Check List for Freight(Exclusive as per Transportation contract)

| Check List for Freight(Exclusive as per Transportation contract) | | | | | | | |
|---|---|------------|--|----------|----------------------------|--------------------------------|---------------------------------|
| Name Of the Project | | | | | | | |
| Package Description | | | | | | | |
| Invoice No. & Date | | | | | | | |
| PO No. & date | | | | | | | |
| Sr. No | Documents Required | Copies | Check Points | Page no. | Vendor Remarks (Y/N/NA) | Verification by MM (Y/N/NA) | Verification by Fin (Y/N/NA) |
| 1 | Invoice | 1 Original | Freight Invoice Invoice for the Main Supply submitted | | | | |
| 2 | Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes | 1 Copy | 1. Consignee address : BHEL C/o followed by Site address 2. In case of material purchased from sub vendor , Consignee address Vendor's name C/o BHEL C/o Site address 3. Vendor's Invoice no and Vehicle No are mentioned 4. No of boxes/No of packages are same as per Packing list 5. In case of and adverse remark on LR (Like shortages/damages/broken etc) , clarification from site/TBMM/TBCM is needed 6. LR is readable 7. In case of photo copy, LR is verified by TBMM 8. LR date is after the date of MICC/(MDCC if issued) or same date | | | | |
| 3 | Transporter's document indicating the freight amount. Original money receipt to be submitted if required as per SCC | 1 Original | As per Rate Contract (if any)/ WO. | | | | |
| 4 | PVC (If applicable) Invoice is submitted along with the Despatch Invoice | | 1. PVC invoice is attached along with supply Invoice 2. Calculation sheet and applicable PVC indices are also enclosed 3. If delay in delivery, then PVC indices are as per PO conditions. | | | | |
| 5 | LD Calculation, if applicable | | Calculation Sheet of LD due to delay in delivery is attached | | | | |
| 6 | MRC | | 1. LR No and date, Invoice No and date, Vehicle No and date , Site Name an address are mentioned 2. Date of receipt of material 3. Item description and quantity are same as per Invoice / Packing List of supply 4. It is signed and stamped by Site executive 5. In case of any shortages / damages / adverse remark , clarification is needed | | | | |
| | Invoice control No | | | | Vendor Signature | MM Signature | Finance Signature |
| | | | | | Date: | Date: | Date: |

| Applicable check list for MRC Bills: | | | | | | | |
|---|--|------------|--|----------|----------------------------|--------------------------------|---------------------------------|
| Name Of the Project | | | | | | | |
| Package Description | | | | | | | |
| Invoice No. & Date | | | | | | | |
| PO No. & date | | | | | | | |
| Sr. No | Documents Required | Copies | Check Points | Page no. | Vendor Remarks (Y/N/NA) | Verification by MM (Y/N/NA) | Verification by Fin (Y/N/NA) |
| 1 | Invoice | 1 Original | MRC Bill enclosed | | | | |
| 2 | Material Receipt Certificate | 1 Copy | 1. LR No and date, Invoice No and date, Vehicle No and date , Site Name an address are mentioned 2. Date of receipt of material 3. Item description and quantity are same as per Invoice / Packing List of supply 4. It is signed and stamped by Site executive 5. In case of any shortages / damages / adverse remark , clarification from site/MM/CM is needed | | | | |
| 3 | Submission of all final documents for the packages as detailed in Anx-10 of GCC rev 00, duly certified by Engg. Deptt. of purchaser or As per PO | 1 Copy | Certificate as per PO requirement is attached | | | | |
| Note* | Every Field to be ticked. If some documents is not applicable, same should be mentioned, All Pages to be numbered starting from the Last Page. | | | | | | |
| | Invoice control No | | | | Vendor Signature | MM Signature | Finance Signature |
| | | | | | Date: | Date: | Date: |

(A) CONCILIATION (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 (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 (Enclosed)**.

The Annexure-A together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.”

(B) ARBITRATION (WITH SOLE ARBITRATOR)

- 1.1. 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 Arbitrator and such Arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.
- 1.2. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 1.3. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) and amended in 2015 and further amendment passed in 2019 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 New Delhi. The language of arbitration shall be English and the documents shall be submitted in English.

- 1.4. The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.
- 1.5. 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.

1.6. **SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CPSES INTER SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ ORGANISATION(S) – ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD) – REGARDING**

Vide Dept. of Public Enterprises OM No. F. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 it has been conveyed that *"To make the mechanism more effective and binding on the disputing parties, a new mechanism namely Administrative Mechanism for resolution of CPSEs Disputes (AMRCD) having two level (tier) structure has been evolved in consultation with various stakeholders to replace the existing PMA mechanism which stands wound up from the date of issue of this OM."* Accordingly, the existing Permanent Machinery of Arbitration (PMA) stands wound up with effect from 22.05.2018 and cases relating to disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs / Port Trust / Central or State Government Department / Organisations (excluding disputes concerning Railways, Income Tax, Customs and Excise Departments) shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

(C) JURISDICTION AND GOVERNING LAWS

The Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. This Contract shall be construed as per and be governed by the Laws of India.

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.
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.
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.
- 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) |

| Sl No | Particulars | Amount |
|-------|--|---|
| | | <p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on 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</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p> | <p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p> |
| | Others | <p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> |

| Sl No | Particulars | Amount |
|-------|-------------------|--|
| | | Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class. |
| 5 | Venue for meeting | Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately. |

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. 3 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 2 to BHEL Conciliation Scheme, 2018

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent
Expert Committee (IEC).**

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

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Format 3 to BHEL Conciliation Scheme, 2018
FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

| SL. no. | Claim Description | Bill submitted to BHEL (no. and date) | Amount of the bill/claim | Amount received from BHEL | Outstanding Amount |
|---------|-------------------|---------------------------------------|--------------------------|---------------------------|--------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

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.*

| | |
|-----------------------------|--|
| Item/Package Name : | |
| Enquiry No.: | |
| Project: | |
| Type of project | |
| Percentage of Local Content | <i>(Bidder to enter the applicable % of local content)</i> |

Self-certification to be submitted in INR 100/- non judicial stamp paper

Format of Self certification regarding Local Content in line with PPP-MII order, 2017 & its revision dated 04.06.2020.

Date:.....

I _____ S/o, D/o, W/o, _____ Resident of _____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No: P-45021/2/2017-BE-II dated 15/06/2017, its revision dated 04/06/2020 and any subsequent modifications/ Amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/ BHEL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for *(Enter the name of the Equipment/Item for Project)*.

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods/services/works supplied by me for *(Enter the name of the Equipment/Item for Project)* **contains.....%** *(mention the Local content in %age)* Local Content.

That the value addition for the purpose of meeting the 'Minimum Local Content' has been made by me at *(Enter the details of the location(s) at which value addition is made)*.

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed supplier class categorization criteria as per said order, based on the assessment of procuring agency (ies)/ BHEL/ Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

| | |
|-----------------------------|--|
| Item/Package Name : | |
| Enquiry No.: | |
| Project: | |
| Type of project | |
| Percentage of Local Content | <i>(Bidder to enter the applicable % of local content)</i> |

Self-certification to be submitted in INR 100/- non judicial stamp paper

- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

Clause regarding regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 as per Government of India order OM No.6/18/2019-PPD dated 23.07.2020

- I. 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 the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity Incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity Incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entitles incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country, or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;
 4. Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.

Clause regarding regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 as per Government of India order OM No.6/18/2019-PPD dated 23.07.2020

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

** The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects.*

* List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

Compliance to be submitted in INR 100/- non judicial stamp paper

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

| Sl No. | Description | Bidder's confirmation |
|---------------|--|------------------------------|
| 1 | <i>We, M/s _____ have read the clause 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.</i> | <i>Agreed</i> |

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

Bidder's authorized signatory with stamp & seal

Compliance to be submitted in INR 100/- non judicial stamp paper

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

| SI No. | Description | Bidder's confirmation |
|--------|--|-------------------------------------|
| 1 | <p><i>We, M/s_____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We are from such a country which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.</i></p> <p><i>Evidence of valid registration by the Competent Authority is attached.</i></p> | <p align="center"><i>Agreed</i></p> |

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

Bidder's authorized signatory with stamp & seal

No.25-111612018-PG
Government of India
Ministry of Power
Shram Shakti Bhawan, Rafi Marg, New Delhi • — 110001
Tele Fax: 011-23730264

Dated 02/07/2020

ORDER

Power Supply System is a sensitive and critical infrastructure that supports not only our national defence, vital emergency services including health, disaster response, critical national infrastructure including classified data & communication services, defence installations and manufacturing establishments, logistics services but also the entire economy and the day-to-day life of the citizens of the country. Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a strategic and critical sector.

The vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber attacks through malware / Trojans etc. embedded in imported equipment. Hence, to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country, the following directions are hereby issued:-

1. All equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.
2. All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MOP).
3. Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India
4. Where the equipment/components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MOP).

This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.

This issues with the approval of Hon'ble Minister of State for Power and New & Renewable Energy (Independent Charge).



(Goutam Ghosh)

Director Tel: 011-23716674 To:

1. All Ministries/Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. Vice Chairman, NITI Aayog

सेवा भवन, आर. के. पुरम-I, नई दिल्ली-110066 टेली: 011-26732257 ईमेल: ce-rndcea@nic.in वेबसाइट:
www.cea.nic.in

Sewa Bhawan, R.K Puram-I, New Delhi-110066 Tele: 011-26732257 Email: ce-rndcea@nic.in Website: www.cea.nic.in

Vendor Compliance format in bidder letter head

In view of by order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI

Enquiry No/ PO No & Date :
Project :
Name of items/Package :

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.

Bidder's authorized signatory
with stamp & seal

Annexure-XI

INTEGRITY PACT:

Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.

(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 Monitor (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Details of IEM for this tender is furnished below

Name: Shri Arun Chandra Verma, IPS (Retd.)

Email: acverma1@gmail.com

Name: Shri Virendra Bahadur Singh, IPS (Retd.)

E-mail: ybsinghips@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-1, 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 the IP for Role and responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEM shall be done through e-mail only.

Note: No routine correspondence shall be addressed to the IEM (Phone/post/email) regarding the clarification, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department's officials as mentioned on Point 2 & 3.

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 - Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:_____

(Name & Address) _____

RISK PURCHASE AND DEFAULT/ BREACH OF CONTRACT

1.1. In case the Supplier / Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or 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, **delays (beyond the late delivery period as per delivery clause) in supplies/ defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order as enumerated subsequently in this clause** BHEL reserve the right to cancel the Purchase Order/Contract either in whole or in portion thereof without compensation to Supplier/contractor and if BHEL so desires, may procure such equipment/material/items not delivered or other **equipment/material/items as considered similar description as appropriate by BHEL upon such terms and in such manner as deemed appropriate, stores not so delivered or others** of similar description where equipment/material/items exactly complying with particulars are not procurable in the opinion of BHEL which shall be final and in such manner as deemed appropriate, at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Buyer for any excess costs **provided that the Seller/ Contractor shall continue the performance of the Order/ Contract to the extent not cancelled under the provisions of this clause. The Seller/ Contractor shall on no account be entitled to any gain on such repurchases. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer.**

1.2. Risk & Cost Clause, in line with Conditions of PO/ Contract may be invoked in any of the following cases:

- i) Supplier's poor progress of the supply/ services vis-à-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to supplier including unexecuted portion of supply does not appear to be executable within balance available period
- ii) Withdrawal from or abandonment of the supply/ services by contractor before completion as per contract.
- iii) Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- iv) Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

1.3. Risk and Cost amount against Balance Work:

In case Risk & Cost is invoked, the amount of Risk & Cost against balance work shall be calculated as under:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of service/ Supply (*) as per rates of new contract

B= Value of Balance scope of service/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5 (five)

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

Difference of Contract Quantities **(based on BOQ of the latest amended purchase order)** and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of service / Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

LD against delay in executed work/supply in case of Termination of Contract in case of Risk and Cost Option

LD against delay in executed service /supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For limiting maximum LD value, contract value shall be taken as Executed Value of service /supply.

Method for calculation of "LD against delay in executed service/ supply" is given below:

- i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1
- ii) Let the value of executed service/ supply till the time of termination of contract= X
- iii) Let the Total Executable Value of service/ supply due for execution/ supply till termination of contract = Y
- iv) Delay in executed service/ supply attributable to contractor/supplier i.e. $T2 = (1 - \frac{X}{Y}) \times T1$
- v) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.

1.4. Recovery from Supplier/Contractor

Recoveries from contractor/ supplier on whom risk & cost has been invoked shall be made from the following:

- a. Dues available in the form of Bills payable to Contractor /Supplier, Unpaid Bills of Contractor/Supplier Security Deposit, Bank Guarantees against the same Contract or dues of any other nature available with BHEL.

- b. Dues payable to Contractor /Supplier against other Contracts, Security deposits/Bank Guarantees available with same unit/region/division of BHEL, or dues of any other nature available with BHEL.
- c. Dues payable to Contractor /Supplier against other Contracts, Security deposits/Bank Guarantees available with different unit/region/division of BHEL, or dues of any other nature available with BHEL
- d. In case Recoveries are not possible with any of above available option, such legal action as deemed fit by BHEL, shall be initiated by BHEL.