



निविदा / Enquiry

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

Project : BHEL TBG

Enquiry No	Enquiry Date	Rev No	Rev Date	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
61Q2200117	28-Oct-21	0		61I2200149	Package		09-Nov-21	BHEL NIT TERMS AND CONDITIONS ARE APPLICABLE	BHEL NIT TERMS AND CONDITIONS ARE APPLICABLE	RAJEEV KUMAR ROY

Equipment Detail

SN	Material Code	Equipment	HSN Code	Phy Unit	Qty	Plan Dt	Comments
1	TB9612003751	SUPPLY- GIS : 220KV, LOCAL CONTROL CUBICLE	0	NO	5.0000		
2	TB9610003111	SUPPLY- GIS : MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - SF6 GAS ANALYZER	0	NO	1.0000		
3	TB9610001435	SUPPLY- GIS : MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - SF6 GAS LEAKAGE DETECTOR	0	NO	1.0000		
4	TB9610001473	SUPPLY- GIS : MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - SF6 GAS FILLING, EVACUATING, FILTERING, DRYING, PUMPING & STORAGE PLANT	0	SET	1.0000		
5	TB3612005653	SERVICES- GIS : 220KV, TESTING & COMMISSIONING OF SF6 TO AIR BUSHING	0	SET	12.0000		
6	TB9612005576	SUPPLY- GIS : 220KV, INTERFACE MODULE FOR FUTURE EXTENSION OF GIS	0	SET	2.0000		
7	TB9610005914	SUPPLY- GIS : MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - OFFLINE PARTIAL DISCHARGE MONITORING SYSTEM	0	SET	1.0000		
8	TB3612002762	SERVICES- GIS : 220KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - HIRING CHARGES OF HV TEST KIT WITH OPERATOR	0	LOT	1.0000		
9	TB3610002926	SERVICES- GIS : INSULATION CO-ORDINATION STUDIES FOR GIS SYSTEM	0	LOT	1.0000		
10	TB3612002873	SERVICES- GIS : 220KV, TESTING & COMMISSIONING OF GIS	0	LOT	1.0000		
11	TB3612002916	SERVICES- GIS : 220KV, FINAL SUCCESSFUL HV/ POWER FREQUENCY TESTING OF GIS INCLUDING ARRANGING OF HV TEST KIT ALONG WITH OPERATOR	0	LOT	1.0000		
12	TB3612005672	SERVICES- GIS : 220KV, SUPERVISION OF ERECTION OF GIS	0	LOT	1.0000		
13	TB8612003695	SPARES- GIS : 220KV, GIS METALLIC ENCLOSURE	0	KG	50.0000		
14	TB8612005852	SPARES- GIS : 220KV, EXPANSION BELLOWS/ JOINTS	0	SET	1.0000		
15	TB8612005861	SPARES- GIS : 220KV, TEE BEND	0	SET	1.0000		
16	TB8612005873	SPARES- GIS : 220KV, ANGLE BEND (135°)	0	SET	1.0000		
17	TB3612005661	SERVICES- GIS : 220KV, TESTING & COMMISSIONING OF GAS INSULATED BUS DUCT	0	MTR	255.0000		
18	TB3612002744	SERVICES- GIS : 220KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR SUPERVISION OF ERECTION OF GIS	0	MANDAY	1.0000		
19	TB3612002753	SERVICES- GIS : 220KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR TESTING & COMMISSIONING OF GIS	0	MANDAY	1.0000		
20	TB9610005925	SUPPLY- GIS : TOOLS AND TACKLES	0	SET	1.0000		
21	TB9612595613	SUPPLY- GIS : 220KV, 50KA FOR 1S, 3000A, TWO MAIN BUS BAR SCHEME- GIS BUS BAR MODULE	0	SET	2.0000		
22	TB9612545625	SUPPLY- GIS : 220KV, 50KA FOR 1S, 1600A, GIS LINE FEEDER BAY	0	SET	2.0000		
23	TB9612545514	SUPPLY- GIS : 220KV, 50KA FOR 1S, 1600A, GIS TRANSFORMER FEEDER BAY	0	SET	2.0000		
24	TB9612595631	SUPPLY- GIS : 220KV, 50KA FOR 1S, 3000A, GIS BUS COUPLER BAY	0	SET	1.0000		
25	TB9612540654	SUPPLY- GIS : 220KV, 50KA FOR 1S, 1600A, SINGLE PHASE GAS INSULATED BUS DUCT	0	MTR	255.0000		
26	TB9612545565	SUPPLY- GIS : 220KV, 50KA FOR 1S, 1600A, SINGLE PHASE SF6 TO AIR BUSHING	0	SET	12.0000		

SN	Material Code	Equipment	HSN Code	Phy Unit	Qty	Plan Dt	Comments
27	TB8612005953	SPARES- GIS : 220KV, L-BEND	0	SET	1.0000		
28	TB8612593682	SPARES- GIS : 220KV, 50KA FOR 1S, 3000A, SINGLE PHASE BUS BAR	0	MTR	1.0000		
29	TB8612005702	SPARES- GIS : 220KV, MANDATORY SPARES AS PER TECHNICAL SPECIFICATION	0	LOT	1.0000		
30	TB3612005696	SERVICES- GIS : 220KV, SUPERVISION OF ERECTION OF SF6 TO AIR BUSHING	0	SET	12.0000		
31	TB3612005683	SERVICES- GIS : 220KV, SUPERVISION OF ERECTION OF GAS INSULATED BUS DUCT	0	MTR	255.0000		

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

भारत हेवी इलेक्ट्रिकल्स लिमिटेड के लिए / for BHARAT HEAVY ELECTRICALS LTD

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 : 61Q2200117

Enquiry Date: 28-Oct-21



निविदा / Enquiry

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

Project : BHEL TBG

Enquiry No	Enquiry Date	Rev No	Rev Date	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
61Q2200119	28-Oct-21	0		61I2200152	Package		09-Nov-21	BHEL NIT TERMS AND CONDITIONS ARE APPLICABLE	BHEL NIT TERMS AND CONDITIONS ARE APPLICABLE	RAJEEV KUMAR ROY

Equipment Detail

SN	Material Code	Equipment	HSN Code	Phy Unit	Qty	Plan Dt	Comments
1	TB9612003751	SUPPLY- GIS : 220KV, LOCAL CONTROL CUBICLE	0	NO	2.0000		
2	TB9610003111	SUPPLY- GIS : MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - SF6 GAS ANALYZER	0	NO	1.0000		
3	TB9610001435	SUPPLY- GIS : MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - SF6 GAS LEAKAGE DETECTOR	0	NO	1.0000		
4	TB9610001473	SUPPLY- GIS : MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - SF6 GAS FILLING, EVACUATING, FILTERING, DRYING, PUMPING & STORAGE PLANT	0	SET	1.0000		
5	TB3612005653	SERVICES- GIS : 220KV, TESTING & COMMISSIONING OF SF6 TO AIR BUSHING	0	SET	12.0000		
6	TB3612005696	SERVICES- GIS : 220KV, SUPERVISION OF ERECTION OF SF6 TO AIR BUSHING	0	SET	12.0000		
7	TB9612005576	SUPPLY- GIS : 220KV, INTERFACE MODULE FOR FUTURE EXTENSION OF GIS	0	SET	2.0000		
8	TB9610005914	SUPPLY- GIS : MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - OFFLINE PARTIAL DISCHARGE MONITORING SYSTEM	0	SET	1.0000		
9	TB3610002926	SERVICES- GIS : INSULATION CO-ORDINATION STUDIES FOR GIS SYSTEM	0	LOT	1.0000		
10	TB3612002873	SERVICES- GIS : 220KV, TESTING & COMMISSIONING OF GIS	0	LOT	1.0000		
11	TB3612002916	SERVICES- GIS : 220KV, FINAL SUCCESSFUL HV/ POWER FREQUENCY TESTING OF GIS INCLUDING ARRANGING OF HV TEST KIT ALONG WITH OPERATOR	0	LOT	1.0000		
12	TB3612005672	SERVICES- GIS : 220KV, SUPERVISION OF ERECTION OF GIS	0	LOT	1.0000		
13	TB8612005702	SPARES- GIS : 220KV, MANDATORY SPARES AS PER TECHNICAL SPECIFICATION	0	LOT	1.0000		
14	TB3612005683	SERVICES- GIS : 220KV, SUPERVISION OF ERECTION OF GAS INSULATED BUS DUCT	0	MTR	300.0000		
15	TB3612005661	SERVICES- GIS : 220KV, TESTING & COMMISSIONING OF GAS INSULATED BUS DUCT	0	MTR	300.0000		
16	TB9610005925	SUPPLY- GIS : TOOLS AND TACKLES	0	SET	1.0000		
17	TB9612595613	SUPPLY- GIS : 220KV, 50KA FOR 1S, 3000A, TWO MAIN BUS BAR SCHEME- GIS BUS BAR MODULE	0	SET	2.0000		
18	TB9612545625	SUPPLY- GIS : 220KV, 50KA FOR 1S, 1600A, GIS LINE FEEDER BAY	0	SET	2.0000		
19	TB9612540654	SUPPLY- GIS : 220KV, 50KA FOR 1S, 1600A, SINGLE PHASE GAS INSULATED BUS DUCT	0	MTR	150.0000		
20	TB9612545565	SUPPLY- GIS : 220KV, 50KA FOR 1S, 1600A, SINGLE PHASE SF6 TO AIR BUSHING	0	SET	6.0000		
21	TB9612590522	SUPPLY- GIS : 220KV, 50KA FOR 1S, 3000A, SF6 TO AIR BUSHING	0	SET	6.0000		
22	TB9612590656	SUPPLY- GIS : 220KV, 50KA FOR 1S, 3000A, SINGLE PHASE GAS INSULATED BUS DUCT	0	MTR	150.0000		

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(c) We regret because of our prior commitments.

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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 : 61Q2200119

Enquiry Date: 28-Oct-21



निविदा / Enquiry

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

Project : BHEL TBG

Enquiry No	Enquiry Date	Rev No	Rev Date	PI No	Enquiry Type	Inspection by	Due Dt	Commercial Comments	Technical Comments	Signing Authority
61Q2200118	28-Oct-21	0		61I2200151	Package		09-Nov-21	BHEL NIT TERMS AND CONDITIONS ARE APPLICABLE	BHEL NIT TERMS AND CONDITIONS ARE APPLICABLE	RAJEEV KUMAR ROY

Equipment Detail

SN	Material Code	Equipment	HSN Code	Phy Unit	Qty	Plan Dt	Comments
1	TB9612003751	SUPPLY- GIS : 220KV, LOCAL CONTROL CUBICLE	0	NO	6.0000		
2	TB9610003111	SUPPLY- GIS : MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - SF6 GAS ANALYZER	0	NO	1.0000		
3	TB9610001435	SUPPLY- GIS : MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - SF6 GAS LEAKAGE DETECTOR	0	NO	1.0000		
4	TB9610001473	SUPPLY- GIS : MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - SF6 GAS FILLING, EVACUATING, FILTERING, DRYING, PUMPING & STORAGE PLANT	0	SET	1.0000		
5	TB3612005653	SERVICES- GIS : 220KV, TESTING & COMMISSIONING OF SF6 TO AIR BUSHING	0	SET	15.0000		
6	TB3612005696	SERVICES- GIS : 220KV, SUPERVISION OF ERECTION OF SF6 TO AIR BUSHING	0	SET	15.0000		
7	TB9612005576	SUPPLY- GIS : 220KV, INTERFACE MODULE FOR FUTURE EXTENSION OF GIS	0	SET	2.0000		
8	TB9610005914	SUPPLY- GIS : MANDATORY MAINTENANCE EQUIPMENT SUITABLE FOR GIS - OFFLINE PARTIAL DISCHARGE MONITORING SYSTEM	0	SET	1.0000		
9	TB3610002926	SERVICES- GIS : INSULATION CO-ORDINATION STUDIES FOR GIS SYSTEM	0	LOT	1.0000		
10	TB3612002873	SERVICES- GIS : 220KV, TESTING & COMMISSIONING OF GIS	0	LOT	1.0000		
11	TB3612005672	SERVICES- GIS : 220KV, SUPERVISION OF ERECTION OF GIS	0	LOT	1.0000		
12	TB3612005683	SERVICES- GIS : 220KV, SUPERVISION OF ERECTION OF GAS INSULATED BUS DUCT	0	MTR	285.0000		
13	TB3612005661	SERVICES- GIS : 220KV, TESTING & COMMISSIONING OF GAS INSULATED BUS DUCT	0	MTR	285.0000		
14	TB9610005925	SUPPLY- GIS : TOOLS AND TACKLES	0	SET	1.0000		
15	TB9612595613	SUPPLY- GIS : 220KV, 50KA FOR 1S, 3000A, TWO MAIN BUS BAR SCHEME- GIS BUS BAR MODULE	0	SET	2.0000		
16	TB9612545625	SUPPLY- GIS : 220KV, 50KA FOR 1S, 1600A, GIS LINE FEEDER BAY	0	SET	2.0000		
17	TB9612545514	SUPPLY- GIS : 220KV, 50KA FOR 1S, 1600A, GIS TRANSFORMER FEEDER BAY	0	SET	2.0000		
18	TB9612595631	SUPPLY- GIS : 220KV, 50KA FOR 1S, 3000A, GIS BUS COUPLER BAY	0	SET	1.0000		
19	TB9612540654	SUPPLY- GIS : 220KV, 50KA FOR 1S, 1600A, SINGLE PHASE GAS INSULATED BUS DUCT	0	MTR	285.0000		
20	TB9612545565	SUPPLY- GIS : 220KV, 50KA FOR 1S, 1600A, SINGLE PHASE SF6 TO AIR BUSHING	0	SET	15.0000		
21	TB9612545526	SUPPLY- GIS : 220KV, 50KA FOR 1S, 1600A, GIS BUS REACTOR FEEDER BAY	0	SET	1.0000		
22	TB8612005702	SPARES- GIS : 220KV, MANDATORY SPARES AS PER TECHNICAL SPECIFICATION	0	LOT	1.0000		
23	TB3612002916	SERVICES- GIS : 220KV, FINAL SUCCESSFUL HV/ POWER FREQUENCY TESTING OF GIS INCLUDING ARRANGING OF HV TEST KIT ALONG WITH OPERATOR	0	LOT	1.0000		

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(c) We regret because of our prior commitments.

(d) Any other reason.

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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 : 61Q2200118

Enquiry Date: 28-Oct-21

SPECIAL TERMS & CONDITIONS

**SUPPLY & SERVICES
OF 220kV GIS POWERGRID
POWERGRID BANKA- NAMSAI-KATHALGURI PROJECT
Enquiry No & Date:**

BHEL NIT Terms and conditions

Scope is supply and services.

**Project: 220kV POWERGRID BANKA- NAMSAI-KATHALGURI
PROJECT**

Tender due date: 02-11-2021 at 11.00AM

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS POWERGRID POWERGRID BANKA- NAMSAI-KATHALGURI PROJECT Enquiry No & Date:

1. In case any discrepancy between the requirements mentioned under special terms & conditions and general terms & conditions, special terms and conditions shall prevail.
2. For any technical clarification, kindly contact **Ms DEEPALI SHARMA / MR. S K SHUKLA, SR DGM (TBEM)**
BHEL, Transmission Business Group
9Th Floor, Plot No: C-20/1/A-1, Joy Towers, Sector-62, Noida-201309, UP, India
Phone: +91 (0) 0120- 6748522/8539.
Fax: +91 (0) 0120 – 6748580.
E-mail: deepali@bhel.in/skshukla@bhel.in
3. For any commercial clarification, kindly contact **MR. RAJEEV KR ROY, Manager (TBMM);**
BHEL, Transmission Business Group
10Th Floor, Plot No: C-20/1/A-1, Joy Towers, Sector-62, Noida-201309, UP, India
Phone: +91 (0) 0120- 6748484
Fax: +91 (0) 0120 – 6748580.
Contact No. 0120 6748484/09999473196; E-mail: rajeevroy@bhel.in
4. **Bidder to submit offer directly to TENDER BOX or email to tmmtenderbox@bhel.in** for part-1 bid (i.e. techno-commercial bid) & **tmmtender.pricebidbox@bhel.in** for Part-2 (i.e. PRICE BID) or **through NIC portal** (<https://eprocurebhel.co.in/nicgep/app>). Bidder may also visit <https://www.bhel.com>. No other mode for submission of tender is acceptable. Address is
TENDER BOX
BHEL, TRANSMISSION BUSINESS GROUP
10th FLOOR, C-20/1A/1, JOY TOWERS,
SECTOR-62, NOIDA-201309, UP, INDIA
5. **PROPOSED DELIVERY PLAN:** Vendor to examine their best possible delivery plan & mention in **ACTIVITY SCHEDULE**. The same shall be submitted in BHEL format along with commercial offer duly signed and stamped by authorized person. 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.
6. **Permissible Technical & Commercial Deviations:** No permissible technical & commercial deviation has been envisaged. Bidder to strictly follow the same, else offer is liable for rejection. **Clarifications provided by POWERGRID pertaining to GIS scope of work is applicable for this tender enquiry also and no separate corrigendum will be issued for the same.**
7. **Type of tender:** This tender is open tender but 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**

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS POWERGRID POWERGRID BANKA- NAMSAI-KATHALGURI PROJECT Enquiry No & Date:

in this tender. Bids received from CLASS-II & Non-Local supplier shall be rejected. Please refer clause mentioned at Annexure-1 and Certification at Annexure-2 / Annexure-3 (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply with the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.

8. **Mandatory tender documents:** Bidder shall submit the following documents along with commercial offer. Bidder to strictly follow the same else offer is liable for rejection.

- **Compliance of General Financial Rules (GFRs): Annexure-2 or 3** (whichever is applicable).
- **Local content certificate:** Format is enclosed in **Annexure-A**. Bidder must fill the local content in percentage.
- **MoP (ministry of Power) compliance:** Bidder to comply the MOP circular dated 02-07-2020 and its subsequent amendment, if any, in prescribed format (**Annexure-B**). Non-compliance/ Non-submission will lead to rejection of Offer.
- **Integrity pact:** Format is enclosed in **Annexure-C**.

9. **Quantity Variation:** The final quantity may vary at contract stage by $\pm 30\%$ of total contract value.

10. **PRE-QUALIFYING REQUIREMENT:** Bidder must comply the following, else the offer is liable for rejection.

- Technical PQR, which is mentioned in BHEL's technical specification.
- Financial PQR as under;

Bidder should have a minimum average audited annual turnover / Sales Value of **INR 3000 LAKHS** for the three financial years mainly 2017-18, 2018-19, 2019-20 or 2018-19, 2019-20, 2020-21 and shall submit audited balance sheet and Profit & Loss Account Sheet of these years.

Note:

(1). Bidder must submit all supporting documents along with their offer. No deviation against this enquiry is acceptable, else offer shall be rejected.

(2). All documents (including third party documents/supporting documents) in language other than English, certified translated copy in English language should also be furnished.

(3) Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the job and who fulfil the prequalifying requirements (PQR) are eligible to quote against above NIT. However, final acceptance of the bidder/offer shall be subject to acceptance of our customer.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS POWERGRID POWERGRID BANKA- NAMSAI-KATHALGURI PROJECT Enquiry No & Date:

11. IMPORTANT INSTRUCTION TO BIDDER – I;

- a. **PRE-BID MEETING:** Allowed & shall be within 5-7 days from the date of enquiry/NIT.
- b. **INDEMNITY AGREEMENT:** Vetted agreement format is enclosed. It is part of NIT condition. Bidder to ensure to submit the same along with offer.
- c. **SUBMISSION OF JDU, INTEGRITY PACT AND LOCAL CONTENT:** Bidder to submit undertaking letter in their letterhead by declaring that these documents shall be submitted within 2-5 days after opening of price bid in case of L1 position. Bidder to indicate percentage of local content in their undertaking letter.
- d. **OPENING OF BIDS (PART-I & II):** Bidder are not authorized to attend the opening of Part-I & Part-II bid for this tender.
- e. **PROJECT STATUS:** Domestic in nature & GST is applicable for supply & services
- f. **SUPERVISION CHARGES:** Supervision charges should not be more than two (02)% of total ex-works value of supply portion else BHEL will recalculate prices of contract & fix the prices of supervision charges as two (02) % of total ex-works value of supply portion and it will be deemed as acceptable to L1 bidder. BHEL will place PO/LOI accordingly.
- g. **CUSTOMER APPROVAL:**
Bidder must be approved in POWERGRID as on date of opening of techno-commercial bid (Part-I) and approved bidder to submit their approval letter of POWERGRID, if any. Final acceptance of technical qualified vendor for placement of order is subject to approval of POWERGRID. Price bid opening of offers is also subject to vendor approval from POWERGRID. No separate approval will be taken from POWERGRID.
- h. **PLACEMENT OF ORDER:** PO/LOI shall be placed on L1 bidder at ex-works value for main GIS & separate PO/LOI for mandatory spares and separate PO/LOI for maintenance equipment & tools & tackles shall be placed. However, evaluation shall be done based on overall quantity as per NIT. Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes & duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status.

Price breakup **including mandatory spares**, if any, required during execution of project shall be done only for account purpose and must be supported by logical relationship with original quoted prices.
- i. **INLAND FREIGHT & INSURANCE:** Supplier must ensure availability of their authorized person at site/store during for supervision of unloading for every LOT of dispatch. The Freight & Insurance to be paid by vendor on behalf of BHEL to be re-imbursed. Proof of transit insurance should be submitted along with dispatch documents.

Note: Transit Insurance policy shall be in Bidder's scope and that should also have a provision of 30 days extended cover at site/ store. **Place of store is BANKA/NAMSAI/KATHALGURI SITES.**
- j. **MQP Requirement:** As per specification.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS POWERGRID POWERGRID BANKA- NAMSAI-KATHALGURI PROJECT Enquiry No & Date:

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- k. **GeM ID seller:** 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

12. IMPORTANT INSTRUCTION TO BIDDER - II;

- a. Packing as per specification is applicable. However, bidder to ensure proper packing to avoid any damage & packing of spares should be separated.
- b. Validity of PERFORMANCE BG: It should cover the guarantee period & additional cover period of 3 months for claim.
- c. BHEL /Customer or both may witness the inspection as per approved QAP.
- d. The unit prices of addition/ deletion (.i.e. optional items) and type test charges (if applicable), as mentioned in BOQ of section-1 of technical specification shall be considered for evaluation.
- e. Order shall be awarded on ex- works basis for indigenous bidder.
- f. Unloading of material at site is not in scope of bidder.
- g. Validity of offer: **180 days from the date of submission of offer** i.e. opening date of techno-commercial bid (Part-I).

13. DEFECT LIABILITY (GUARANTEE SPECIFIC CLAUSE):

In case bidder qualified **through Route-1** then the defect liability period shall be **twelve (12) months** from the date of completion of the facilities (or any part thereof) or operational acceptance / taking over, of respective unit/ common auxiliary whichever period concludes later. In case bidder qualified **through Route-2 or 3** then the defect liability period shall be **forty eight (48) months** from the date of completion of the facilities (or any part thereof) or operational acceptance / taking over, of respective unit/ common auxiliary whichever period concludes later.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and equipment supplied or part thereof, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

- (a) Improper operation or maintenance of the Plant and equipment by the Employer
- (b) Operation of the Facilities outside specifications provided in the Contract
- (c) Normal wear and tear

Note:

1. The date of completion of Facilities & operational acceptance/taking over is **31-03-2025**.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS POWERGRID POWERGRID BANKA- NAMSAI-KATHALGURI PROJECT Enquiry No & Date:

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2. Item like MANDATORY SPARES, MAINTENANCE EQUIPMENTS, TOOLS & TACKLES & CONSUMABLES ITEMS are not covered in defect liability, however bidder to bond to fulfill contractual liability.
14. **Liquidated Damage for Supply (Clause no. 13 of BHEL/TBG/GTC/2016 Rev.01):** In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total PO Ex-Works value & F & I Charges for supply per week of delay or part thereof subject to a maximum of 10% of the total PO Ex-Works value & F & I Charges shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.
15. **Clause No 07 of GTC (PERFORMANCE BG): Option-B (10% of total ex-works value) is applicable** in case, vendor not opting any option as per NIT condition. However validity of PERFORMANCE BG will cover the defect liability period or last date of supply with extra 3 month claim over and above, whichever is later. Bidder (Qualified L1 bidder) to submit the Performance BG after award of contract within 3-5 months after award of contract. In case delay in submission of Performance BG, enhanced Performance BG which would include interest (SBI rate + 6%) for delayed period.
16. **ADDITIONAL BG for POWERGRID:** Bidder to submit additional BG of two (02) % of contract value of this project between BHEL & POWERGRID. However validity of PERFORMANCE BG will cover the defect liability period or last date of supply with extra 3 month claim over and above, whichever is later. **Contract value is limited to INR 125 Cr. Format of JDU is enclosed.**
17. **SECURITY BOND:** Bidder, who entered in MOU with BHEL for this GIS package, needs to be submitted one (01) % of security bond in form of Bank Guarantee or Security deposit within 30 days of signing the MOU with BHEL. Note: This security bond will be returned after award of contract/LO. Performance BG for this tender enquiry is kept as 10% of PO ex-works value as per standard practice for this package to comply guarantee obligation of the equipment
18. **PRICE BID FORMAT:** Bidder to quote their best prices strictly in BHEL's prescribed format of NIT, else their offer shall be liable to be rejected. Bidder has to mention "quoted" (in each applicable cell) in UN-PRICED BID. In case that cell is Not Applicable, "NA" must be mentioned in that particular cell. Prices shall be mentioned in Price bid schedule only. In case during detailed engineering stage, where it is mentioned NA (not applicable), bidder shall supply the same without any cost and delivery implication to BHEL.
19. **Clause No. 2.1 of general Terms & Conditions for tender Enquiry / Contract should be as follows:**
PRICES: A. A prices shall be FIRM. No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS POWERGRID POWERGRID BANKA- NAMSAI-KATHALGURI PROJECT Enquiry No & Date:

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

20. **TERMS OF PAYMENT:** (i) clause no 3.1 to 3.5 - of GTC are not applicable in this NIT (ii) Following clause shall be applicable in place of existing clause no 3.2,3.5 of GTC;
3.2 For supply & supervision works in scope of the supplier;

A. TERMS OF PAYMENT FOR INDIGENOUS BIDDER:

85% of ex-works along with 100% value of GST & 100% F & I Charges payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- LR / GR duly endorsed by BHEL Site Official.
- Material Receipt Certificate issued by BHEL Site Official.
- GST Compliant Tax Invoice
- Packing List (Case-wise)
- Copy of Transit Insurance Certificate from underwriters.
- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- Guarantee Certificate
- Copy of Performance Bank Guarantee (PBG)
- Certificate of acceptance of Type Test Reports issued by BHEL Engineering management wherever specifically mentioned in the Purchase Order.

B. TERMS OF PAYMENT FOR INDIGENOUS BIDDER: 10% of ex-works value payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- Invoice.
- Original certificate of successful completion of Supervision of Erection, Testing including HV Testing & Commissioning at Site issued by BHEL Site Official / Construction Management.

Note: In case of Supervision of Erection, Testing including HV Testing & Commissioning gets delayed beyond 12 months from the date of last supply for the reasons not attributable to supplier, supplier may claim payment of only five (05) % of supply portion by furnishing following documents and balance five (05) % of supply portion will be released after completion of successful completion of Supervision of Erection, Testing including HV Testing & Commissioning at Site issued by BHEL Site Official / Construction Management as mentioned above clause no-19.B of STC.

- a) Invoice
- b) Copy of certificate issued by BHEL site in charge. Confirming that delay in Supervision of Erection, Testing including HV Testing & Commissioning is not attributable to supplier (to be arranged by BHEL TBG)

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS POWERGRID POWERGRID BANKA- NAMSAI-KATHALGURI PROJECT Enquiry No & Date:

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- c) Copy of Bank Guarantee of equivalent value initially valid for 6 months from the date of submission of invoice with additional claim period of three months. In case Supervision of Erection, Testing including HV Testing & Commissioning is not successfully completed before expiry of Bank Guarantee, BG shall be kept suitably extended till successful completion of Supervision of Erection, Testing including HV Testing & Commissioning.

C. INDIGENOUS BIDDER: 05% of ex-works value payment of total invoice value against completion of final engineering documentation as per technical specification and completion of supervision activity within 60 days from date of receipt of invoice. Documents (original + 2 copies) will be required for payment.

- Invoice.
- Final engineering documentation certificate by BHEL Engg group
- Copy of valid Performance BG.

3.5 For Charges for Supervision of Erection, Testing & Commissioning at Site:

100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing including HV test & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).

21. **MODE OF PAYMENT:** The following clause shall be applicable in place of clause no 41 of general terms and conditions

- (1) Payment shall be made directly to the supplier/contractor by BHEL through NEFT/RTGS.

22. **Promotion of MAKE IN INDIA:**

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. **Note: Bidder to specify the percentage of local content as per the format as per Annexure-A**

23. **INTEGRITY PACT: INTEGRITY PACT (Refer clause no - 34 of GTC):**

Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original as per **ANNEXURE-C** of NIT / RFQ failing which bidder's offer shall be liable for rejection.

The Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with the techno-commercial bid, duly signed by the authorized official of the bidder/ vendor/ contractor and authorized official of BHEL will form part of the Purchase order/ contract.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS POWERGRID POWERGRID BANKA- NAMSAI-KATHALGURI PROJECT Enquiry No & Date:

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.

Name of Independent External monitor to be considered (IEM):

S N	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

24. REVERSE AUCTION (Clause No. 33 of GTC for Reverse Auction): NOT APPLICABLE

25. INDEMNITY (AGAINST PATENTS / TRADEMARKS ETC):

The vendor shall at all times indemnify the purchaser against all claims which may be made in respect of supply from any "rights protected" source protected by way of patent registration of design or trade mark. In the event of any claim in respect of an alleged breach of patents registered design or trademark being made against the purchaser, purchaser shall notify the seller of the same and the seller shall be at liberty, but entirely at their own expenses, to conduct negotiation for settlement or deal with any litigation that may arise there from.

26. INVOLVEMENT OF REPRESENTATIVE:

Bidder must be GIS manufacturer. Purchase Orders will be placed on successful bidder directly for total supplies and services subject to prior approval by BHEL/end Customer.

In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can submit bid but both cannot submit bid simultaneously for the same item/product in the same tender.

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

27. ADDITIONAL /EXTRA ITEM REQUIRED AT SITE DUE TO DAMAGE REPORTED AT SITE/ THEFT FOR COMPLETION OF PROJECT:

In case of additional requirement of any item specified in BOQ, whether due to damages / theft or any other reason, during contract (i.e. till expiry of contract i.e end of guarantee period), contractor shall ensure supply of same at unit Price mentioned in purchase order main BOQ (supply and service portion) or BOQ for addition /deletion (if any).

28. ARBITRATION (Clause No. 19 of BHEL/TBG/GTC/2016 Rev.01): This clause shall be read as per Annexure-D.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS POWERGRID POWERGRID BANKA- NAMSAI-KATHALGURI PROJECT Enquiry No & Date:

29. **HEALTH, SAFETY AND ENVIRONMENT (HSE) OF BHEL:** BHEL has their own Health, safety and environment. HSE policy is enclosed for bidder's reference.

30. Following confirmation to be provided by vendor:

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

Note: BHEL reserves the right to cancel this enquiry at any point of time. Bids of only customer approved vendors will be processed.

NAME & SEAL OF TENDERER

Enclosed:

- a) Activity Schedule, Commercial & Technical deviation Sheet.
- b) Instruction of DPIIT (**Annexure-1**), **Annexure-2 / 3** (Compliance regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017).
- c) Format for declaration of minimum local content (**Annexure-A**).
- d) Format for compliance of MoP order dated 02-07-2020 (**Annexure-B**).
- e) Format of Integrity pact (**Annexure-C**).
- f) Arbitration clause (**Annexure-D**).
- g) Format of Performance BG.
- h) Copy of HSE policy.
- i) Details of Packing list of GIS Module (**Annexure-E**).
- j) GENERAL TERMS AND CONDITION OF NIT.
- k) BHEL'S PRICE BID FORMAT.
- l) JDU (Joint Undertaking) - **Format enclosed**.
- m) Indemnity Bond Agreement – **Format enclosed**.

ACTIVITY SCHEDULE

(EACH MFC/LOTS)

PROJECT : POWERGRID BANKA-NAMSAI-KATHALGURI PROJECT
ENQUIRY NO :, Dated.....

SN	ACTIVITY	TIME ALLOTTED [in weeks]	CUMULATIVE TIME FROM RECEIPT OF INPUTS FROM BHEL [in weeks]	SCOPE
1.	Inputs to vendor from BHEL after issue of PO (Last inputs).	4		IN SCOPE OF BHEL
2.	Submission of Documents necessary for getting manufacturing clearance.			IN SCOPE OF SUPPLIER
3.	Review and Approval of documents from BHEL/Customer and issue of manufacturing clearance lot wise as defined.	8		IN SCOPE OF BHEL
4.	Manufacturing time for individual lots.			IN SCOPE OF SUPPLIER
5.	Inspection call			IN SCOPE OF SUPPLIER
6.	Inspection by BHEL/Customer	2		IN SCOPE OF BHEL
7.	Issue of Dispatch clearance	2		IN SCOPE OF BHEL
8.	Dispatch			IN SCOPE OF SUPPLIER
9.	Supervision of ETC works			AS PER REQUIREMENT AT SITE

1. Inspection call should be raised two (02) weeks in advance. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
2. 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 incorporating comments, if any, within two (02) weeks from the date of comments of BHEL/Customer.
3. **Delay in activity pertaining to BHEL not attributable to vendor as listed above shall be added, if required in case of time extension and will be re-fixed accordingly based on bidder's request & delay analysis.**

**Signature & Seal of
Supplier
Date:**

CLAUSES FOR NEW TENDERS:

- 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 entities 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 of 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 of 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.
- 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

SI 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

S.N.	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>	Agreed

(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

ANNEXURE-E

Project : POWERGRID KISHTWAR PROJECT.
Enquiry No :
Name of Package: 400 & 132 kV GIS & Associated equipment.

DETAILS OF PACKAGES

S. N.	<i>Discriptions</i>	<i>ESTIMATED QUANTITY</i>
<u>1</u>	NO OF PACKAGES/CASES	
<u>2</u>	SIZE (MAXIMUM & MINIMUM)	
<u>3</u>	WEIGHT	
<u>4</u>	NOS OF COC CONTAINERS (TYPES & QTY), IF ANY	

Note:

1. The above is required only to facilitate the store at site.
2. Bidder to submit standard storage instruction along with offer.

CLAUSE NO. 19 OF GTC: ARBITRATION CLAUSE SHALL BE READ AS BELOW:**(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

CLAUSE NO. 19 OF GTC: ARBITRATION CLAUSE SHALL BE READ AS BELOW:

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 Claim(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.*

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

For & On behalf of the Bidder/

Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness:_____

Witness:_____

(Name & Address) _____

(Name & Address) _____

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 : **POWERGRID KISHTWAR PROJECT**
Name of items/Package : **400 & 132 kV GIS & Associated Equipment.**

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

22. FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR ALONGWITH INDIAN GIS MANUFACTURER WHO HAS BEEN ASSOCIATED FOR SOURCING OF GIS EQUIPMENT [STIPULATED IN CLAUSE NO. 1.4(iii), ROUTE-4,OF ANNEXURE-A (BDS)]

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

This DEED OF UNDERTAKING executed this day of..... Two Thousand by M/s....., a Company incorporated under having its Registered Office at hereinafter called the "Bidder/Contractor" which expression shall include its successors, administrators, executors and permitted assigns and M/s., registered under the Indian Companies Act of 1956 or 2013, as the case may be, and having its Registered Office at hereinafter called the "Associate" which expression shall include its successors, administrators, executors and permitted assigns, in favour of (*insert names of the Employer*), a Company incorporated under the Indian Companies Act of 1956 having its registered office at(*insert registered address of the Employer*)..... (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Employer" invited Bid as per its Specification No. for the execution of (*insert name of the package alongwith project name*)

AND WHEREAS Clause No., Section, of, Vol.-... forming part of the Bidding Documents inter-alia stipulates that the Bidder/Contractor can also participate provided the Bidder meets the requirement and associates with a GIS manufacturer for sourcing of GIS equipment, who meets the stipulated requirement of Annexure-A (BDS) and submits a Deed of Joint Undertaking jointly executed by the Bidder/Contractor and its Associate in which the Bidder and its Associate are jointly and severally bound and responsible for the successful performance of the GIS Portion of the Contract specified in the bidding documents in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer based on above stipulation and has agreed to furnish this Deed of Undertaking to be enforceable in the event of the award of the Contract by the Employer.

AND WHEREAS the Bidder and Associate are executing an irrevocable Deed of Joint Undertaking that they shall be held jointly and severally liable and bound unto the Employer for successful performance of the GIS portion of the Contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

1.0 In consideration of the award of Contract by the Employer to the Bidder / Contractor (hereinafter referred to as the "Contract") we, the Bidder/Contractor and the Associate do hereby agree and undertake that we shall be jointly and severally responsible to the Employer for design, erection, testing and commissioning of

complete GIS portion of the Contract and perform all obligations including the technical guarantee for the complete package..

2.0 In case of any breach of the Contract committed by the Contractor, we, the Associate do hereby undertake, declare and confirm that we shall be fully responsible for design, manufacturing, erection, testing and commissioning of complete GIS switchyard under the Contract and undertake to carry out all obligation and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract with respect to GIS portion of the Contract. Further, if the Employer sustains any loss or damage on account of any breach with respect to GIS portion of the Contract, we, the Associate and the Contractor jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

3.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Bidder/Contractor hereby agrees to ensure the following:

- (i) The Associate will be fully responsible for design, engineering, manufacture, erection, testing, commissioning and putting into satisfactory operation of complete GIS switchyard to the satisfaction of the Employer.

Further, the Associate shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor/Associate to facilitate the successful performance of switchyard with respect to GIS portion as stipulated in the Contract.

Further, the Associate shall ensure proper design, engineering, manufacture, erection, testing, commissioning and successful performance of GIS switchyard covered under the said Contract in accordance with the stipulations of the Contract specifications and if necessary the Associate shall advise the Contractor suitably modifications of design and implement necessary corrective measure to discharge the obligations under the Contract.

- (ii) In the event the Associate and the Contractor fail to demonstrate successful performance of switchyard, the Associate and the Contractor shall promptly carry out all the corrective measures at their own expenses and shall promptly provide corrected designs to the Employer.
- (iii) The Contractor and Associate will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their vendor's works or fabricated/constructed at site, and their repairs or replacement if necessary for incorporation on the switchyard with respect to GIS portion of the Contract and timely delivery thereof the meet the completion schedule under the Contract.
- (iv) In case of any issue related to failure and repair of GIS equipment, the Bidder / Contractor and the Associate shall ensure the following:.

- a. The Associate's Service Engineer(s) shall be deputed to concerned site within 24 Hours plus actual journey time to attend the problem after receiving the information of the same from Employer.
- b. The Associate shall ensure readily availability in their Indian works at least one no. of each type of GIS Module used in the installation under the Contract.

4.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction in all matters arising under the Undertaking.

5.0 As a security, the Associate shall apart from the Contractor's performance guarantee, furnish a Contract Performance Guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to 2% (two percent) of the Contract value awarded by the Employer to the Bidder/Contractor and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, namely till the end of the Defect Liability Period under the Contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur. This shall be in addition to the Contract Performance Guarantee to be furnished by the Contractor.

We further agree that this undertaking shall be without any prejudice to the various liabilities of the Bidder / Contractor, including the Contract Performance Security as well as other obligations of the Bidder / Contractor in terms of the Contract.

6.0 We, the Associate and Bidder/Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Contractor and the Associate have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies on the day, month and year first above mentioned.

WITNESS

[For Bidder/Contractor]

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company

WITNESS

[For Associate]

Signature

Name (Signature of the authorized representative)

Office Address Name

Common Seal of Company
.....

Note:

1. For the purpose of executing the Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant.
2. The Undertaking shall be signed on all the pages by the authorised representative(s) of the Bidder and the Associate and should invariably be witnessed.

CLAUSES FOR NEW TENDERS:

- 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 entities 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 of 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 of 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.
- 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

SI 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

S.N.	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>	Agreed

(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

SCHEDULE OF TECHNICAL DEVIATION

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

(EACH MFC/LOTS)

PROJECT : POWERGRID KISHTWAR PROJECT

ENQUIRY NO :, Dated.....

SN	ACTIVITY	TIME ALLOTTED [in weeks]	CUMULATIVE TIME FROM RECEIPT OF INPUTS FROM BHEL [in weeks]	SCOPE
1.	Inputs to vendor from BHEL after issue of PO (Last inputs).	6		IN SCOPE OF BHEL
2.	Submission of Documents necessary for getting manufacturing clearance.			IN SCOPE OF SUPPLIER
3.	Review and Approval of documents from BHEL/Customer and issue of manufacturing clearance lot wise as defined.	8		IN SCOPE OF BHEL
4.	Manufacturing time for individual lots.			IN SCOPE OF SUPPLIER
5.	Inspection call			IN SCOPE OF SUPPLIER
6.	Inspection by BHEL/Customer	2		IN SCOPE OF BHEL
7.	Issue of Dispatch clearance	2		IN SCOPE OF BHEL
8.	Dispatch			IN SCOPE OF SUPPLIER
9.	Supervision of ETC works			AS PER REQUIREMENT AT SITE

1. Inspection call should be raised two (02) weeks in advance. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
2. 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 incorporating comments, if any, within two (02) weeks from the date of comments of BHEL/Customer.
3. **Delay in activity pertaining to BHEL not attributable to vendor as listed above shall be added, if required in case of time extension and will be re-fixed accordingly based on bidder's request & delay analysis.**

**Signature & Seal of
Supplier
Date:**

SCHEDULE OF COMMERCIAL DEVIATION

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:.....

Annexure-A

Item Name :	400 & 132 kV GIS
Enquiry No. :	
Project :	POWERGRID KISHTWAR PROJECT
Type of project	Transmission / Thermal (Coal or Gas) / Hydro
Applicable percentage of Local Content	Bidder to indicate local content in percentage

Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]

Dear Sir,

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, M/s.[Enter the name of the Bidder] [hereinafter, “Local Supplier”] have submitted an Affidavit of 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 they have agreed to abide by the terms and conditions of the PPP-MII Order.

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) shall provide a certificate giving the percentage of Local Content in the Goods/Service/Works to be supplied by the Local Supplier for (Enter the name of the Equipment/Item for Project).

Accordingly, we, the Statutory Auditor(s) / Cost auditor (applicable in the case of companies) of the Local Supplier / a practicing cost accountant or practicing chartered accountant (applicable in respect of suppliers other than companies), certify that the Local Content as defined under the PPP-MII, in the Goods/Service/Works to be supplied by the Local Supplier for (Enter the name of the Equipment/Item for Project) is percentage [specify the percentage of Local content].

For and on behalf of,

Date:

Authorised persons

Firm Reg No:
Membership No.

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.

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 : **POWERGRID KISHTWAR PROJECT**
Name of items/Package : **400 & 132 kV GIS & Associated Equipment.**

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

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

For & On behalf of the Bidder/

Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness:_____

Witness:_____

(Name & Address) _____

(Name & Address) _____

CLAUSE NO. 19 OF GTC: ARBITRATION CLAUSE SHALL BE READ AS BELOW:**(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

CLAUSE NO. 19 OF GTC: ARBITRATION CLAUSE SHALL BE READ AS BELOW:

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.*

ANNEXURE-E

Project : POWERGRID KISHTWAR PROJECT.
Enquiry No :
Name of Package: 400 & 132 kV GIS & Associated equipment.

DETAILS OF PACKAGES

S. N.	<i>Discriptions</i>	<i>ESTIMATED QUANTITY</i>
<u>1</u>	NO OF PACKAGES/CASES	
<u>2</u>	SIZE (MAXIMUM & MINIMUM)	
<u>3</u>	WEIGHT	
<u>4</u>	NOS OF COC CONTAINERS (TYPES & QTY), IF ANY	

Note:

1. The above is required only to facilitate the store at site.
2. Bidder to submit standard storage instruction along with offer.

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-today 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



Transmission Business Group

HSE Department, HQ, Noida

HSE Policy

1. BHEL HSE Policy



In BHEL, Health, Safety and Environment (HSE) responsibilities are driven by our commitment to protect our employees and people we work with, community and environment. BHEL believes in zero tolerance for unsafe work/non-conformance to safety and in minimizing environmental footprint associated with all its business activities. We commit to continually improve our HSE performance by:

- Developing safety and sustainability culture through active leadership and by ensuring availability of required resources.
- Ensuring compliance with applicable legislation, regulations and BHEL systems.
- Taking up activities for conservation of resources and adopting sound waste management by following Reduce/Recycle/Reuse approach.
- Continually identifying, assessing and managing environmental impacts and Occupational Health & Safety risks of all activities, products and services adopting approach based on elimination/substitution/reduction/control.
- Incorporating appropriate Occupational Health, Safety and Environment criteria into business decisions, design of products & systems and for selection of plants, technologies and services.
- Imparting appropriate structured training to all persons at workplace and promoting awareness amongst customers, contractors and suppliers on HSE issues.
- Reviewing periodically this policy and HSE Management Systems to ensure its relevance, appropriateness and effectiveness.
- Communicating this policy within BHEL and making it available to interested parties.

Atul Sobti
Chairman & Managing Director

June 5, 2018

Creating  of tomorrow

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House Siri Fort New Delhi-110049 through its Unit at BHEL, TBG, Noida having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No PO No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, . Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷we shall be discharged from all liabilities under this guarantee thereafter.

We BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

SCHEDULE OF TECHNICAL DEVIATION

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:.....

SCHEDULE OF COMMERCIAL DEVIATION

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:.....

22. FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR ALONGWITH INDIAN GIS MANUFACTURER WHO HAS BEEN ASSOCIATED FOR SOURCING OF GIS EQUIPMENT [STIPULATED IN CLAUSE NO. 1.4(iii), ROUTE-4, OF ANNEXURE-A (BDS)]

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

This DEED OF UNDERTAKING executed this day of..... Two Thousand by M/s....., a Company incorporated under having its Registered Office at hereinafter called the "Bidder/Contractor" which expression shall include its successors, administrators, executors and permitted assigns and M/s., registered under the Indian Companies Act of 1956 or 2013, as the case may be, and having its Registered Office at hereinafter called the "Associate" which expression shall include its successors, administrators, executors and permitted assigns, in favour of (*insert names of the Employer*), a Company incorporated under the Indian Companies Act of 1956 having its registered office at(*insert registered address of the Employer*)..... (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Employer" invited Bid as per its Specification No. for the execution of (*insert name of the package alongwith project name*)

AND WHEREAS Clause No., Section, of, Vol.-... forming part of the Bidding Documents inter-alia stipulates that the Bidder/Contractor can also participate provided the Bidder meets the requirement and associates with a GIS manufacturer for sourcing of GIS equipment, who meets the stipulated requirement of Annexure-A (BDS) and submits a Deed of Joint Undertaking jointly executed by the Bidder/Contractor and its Associate in which the Bidder and its Associate are jointly and severally bound and responsible for the successful performance of the GIS Portion of the Contract specified in the bidding documents in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer based on above stipulation and has agreed to furnish this Deed of Undertaking to be enforceable in the event of the award of the Contract by the Employer.

AND WHEREAS the Bidder and Associate are executing an irrevocable Deed of Joint Undertaking that they shall be held jointly and severally liable and bound unto the Employer for successful performance of the GIS portion of the Contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

NOW THEREFORE, THIS UNDERTAKING WITHNESSETH AS UNDER:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder / Contractor (hereinafter referred to as the "Contract") we, the Bidder/Contractor and the Associate do hereby agree and undertake that we shall be jointly and severally responsible to the Employer for design, erection, testing and commissioning of

complete GIS portion of the Contract and perform all obligations including the technical guarantee for the complete package..

2.0 In case of any breach of the Contract committed by the Contractor, we, the Associate do hereby undertake, declare and confirm that we shall be fully responsible for design, manufacturing, erection, testing and commissioning of complete GIS switchyard under the Contract and undertake to carry out all obligation and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract with respect to GIS portion of the Contract. Further, if the Employer sustains any loss or damage on account of any breach with respect to GIS portion of the Contract, we, the Associate and the Contractor jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

3.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Bidder/Contractor hereby agrees to ensure the following:

- (i) The Associate will be fully responsible for design, engineering, manufacture, erection, testing, commissioning and putting into satisfactory operation of complete GIS switchyard to the satisfaction of the Employer.

Further, the Associate shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor/Associate to facilitate the successful performance of switchyard with respect to GIS portion as stipulated in the Contract.

Further, the Associate shall ensure proper design, engineering, manufacture, erection, testing, commissioning and successful performance of GIS switchyard covered under the said Contract in accordance with the stipulations of the Contract specifications and if necessary the Associate shall advise the Contractor suitably modifications of design and implement necessary corrective measure to discharge the obligations under the Contract.

- (ii) In the event the Associate and the Contractor fail to demonstrate successful performance of switchyard, the Associate and the Contractor shall promptly carry out all the corrective measures at their own expenses and shall promptly provide corrected designs to the Employer.
- (iii) The Contractor and Associate will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their vendor's works or fabricated/constructed at site, and their repairs or replacement if necessary for incorporation on the switchyard with respect to GIS portion of the Contract and timely delivery thereof the meet the completion schedule under the Contract.
- (iv) In case of any issue related to failure and repair of GIS equipment, the Bidder / Contractor and the Associate shall ensure the following:.

- a. The Associate's Service Engineer(s) shall be deputed to concerned site within 24 Hours plus actual journey time to attend the problem after receiving the information of the same from Employer.
- b. The Associate shall ensure readily availability in their Indian works at least one no. of each type of GIS Module used in the installation under the Contract.

4.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction in all matters arising under the Undertaking.

5.0 As a security, the Associate shall apart from the Contractor's performance guarantee, furnish a Contract Performance Guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to 2% (two percent) of the Contract value awarded by the Employer to the Bidder/Contractor and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, namely till the end of the Defect Liability Period under the Contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur. This shall be in addition to the Contract Performance Guarantee to be furnished by the Contractor.

We further agree that this undertaking shall be without any prejudice to the various liabilities of the Bidder / Contractor, including the Contract Performance Security as well as other obligations of the Bidder / Contractor in terms of the Contract.

6.0 We, the Associate and Bidder/Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Contractor and the Associate have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies on the day, month and year first above mentioned.

WITNESS

[For Bidder/Contractor]

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company
.....

WITNESS

[For Associate]

Signature

Name

(Signature of the authorized representative)

Office Address

Name

Common Seal of Company
.....

Note:

1. For the purpose of executing the Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant.
2. The Undertaking shall be signed on all the pages by the authorised representative(s) of the Bidder and the Associate and should invariably be witnessed.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is executed at [●] on this the [●] day of [●] 2021

BY AND BETWEEN

Bharat Heavy Electricals Ltd., a Company incorporated under Companies Act, 1956 having its registered office at BHEL House, Siri Fort, Asiad Village, New Delhi – 110049 and the executing office at TBG, BHEL Joy Tower, Sector 62, Noida, UP 201301 (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, nominees, permitted assigns and successors) (hereinafter referred to as “**FIRST PARTY/BHEL**”),

AND

(**Associate Name / GIS OEM**), a Company incorporated under Companies Act, 1956/2013 having CIN No. [●] and its registered office/principal place of business at [●] through its duly authorized signatory [●] duly authorized vide Board Resolution dated [●] (which expression shall, unless it be repugnant to the context of meaning thereof, be deemed to include its successors and permitted assignees) (hereinafter referred to as the “**SECOND PARTY/ GIS OEM NAME**”)

“**FIRST PARTY**”, and “**SECOND PARTY**” are individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS

- (A) The First Party is planning to bid for (Employer) enquiry no. TBCB/ ERSS-XXV NERSS-XV/220KV GIS /G7 for the execution of re Bid Tie up for 220kV GIS Substation Package SS01 for (i) Extn. of 400kV AIS switchyard and Creation of 220kV GIS at 400/132kV Banka (POWERGRID) under Eastern Region Strengthening scheme-XXV (ERSS-XXV), (ii) Extn. of 132kV AIS switchyard and upgradation of existing 132kV Namsai (POWERGRID) S/s to 220kV (with 220kV side as GIS) including 1x50MVAR, 245kV Bus Reactor under North Eastern Region Strengthening scheme-XV (NERSS-XV) and (iii) 2 nos. of 220kV GIS line bays at Kathalguri (NEEPCO) switchyard under North Eastern Region Strengthening scheme-XV (NERSS-XV) through tariff based competitive bidding (TBCB) route prior to RfP bid submission by POWERGRID to BPC (hereinafter referred to as “**The Project**”).
- (B) As per Clause No. 1 of Annexure A of BDS, Section III, of Vol.– I forming part of the Bidding Documents, the First Party meets the requirement under route 4 and the Second Party meets the requirements under route 1/2/3 for 220 kV GIS Scope.
- (C) In order to participate in the bidding process, The First Party has invited a tender from the qualified GIS manufacturers with a proposal to declare the Second Party as an associate for Design, Manufacture, Supply & Supervision of Erection, Testing & Commissioning of 220 kV Gas Insulated Switchgear (GIS) and accessories for execution of the Project.
- (D) The Second Party has agreed to the said proposal and submitted its bid to the first party. The first party selected the second party as the qualified associate through their standard tendering process.

- (E) In line with the POWERGRID's tender qualifying requirements, for GIS manufacturer to quote as an associate, the associate has to sign a Joint Deed of Undertaking (JDU) with the First Party (**Attached as Annexure – 1 with the present agreement**). As per Clause 2 of the JDU, the Associate has to undertake to be jointly and severally liable and bound unto the Employer for successful performance of the GIS portion of the Contract along with the EPC bidder.
- (F) The Parties have therefore agreed that the First Party, as the EPC contractor/Sole Bidder, shall be solely responsible for Supply, Civil and Services portion defined in bidding document by POWERGRID, whereas the scope of the Second Party shall be limited only to Design, Manufacture, Supply and Supervision of Erection, Testing and Commissioning of GIS. The clear responsibility of individual Parties, in terms of the POWERGRID tender, shall form integral part of this Indemnification Agreement. The scope of work of the parties is annexed to this Indemnification Agreement and marked as **Annexure-2**.
- (G) The Parties have agreed to execute this Indemnification Agreement in order to safeguard each other against any loss or damage arising out of any demands/disputes/claims/litigation, etc. that may be raised by POWERGRID or their representatives owing to of any shortfall or deficiency in work carried out by the parties in their respective scope of work as per Annexure-2 during the execution of the Project.
- (H) Accordingly, the parties now wish to set out the mutual responsibilities towards each other arising out of their scope of work as delineated in Annexure-2 before, during, and after the execution of the Project.
- (I) The Parties agree, confirm, undertake and certify that they have all the requisite approvals and permissions including approval of their respective Boards and there is nothing restricting them to execute this Indemnification Agreement and its enforceability under the applicable laws of India.

Now therefore, in Consideration of premises, mutual agreements, covenants and conditions set forth in this Indemnification Agreement, it is hereby agreed by and between the Parties as follows: -

1. The above Preamble/Recital shall be considered as an integral part of this Indemnification Agreement.
2. The First Party undertakes and agrees that in the event of the contract being awarded to the First Part (as sole bidder under Route-4 category of POWERGRID), the Second Party shall not be liable to POWERGRID for any breach committed by the First Party in relation to the First Party's scope of work in terms of the requirements mentioned in Clause 2 of the JDU.
3. The Second Party undertakes and agrees that in the event of the contract being awarded to the First Part (as sole bidder under Route-4 category of POWERGRID), the First Party shall not be liable to POWERGRID for any breach committed by the Second Party in relation to the Second Party's scope of work in terms of the requirements mentioned in Clause 2 of the JDU.

4. The First Party undertakes and agrees not to carry out any obligations and responsibilities under the JDU in order to discharge the obligations and responsibilities of the Second Party stipulated in the Contract/Tender with respect to Second Party's scope of work related to Design, Manufacture, Supply & Supervision of Erection, Testing & Commissioning of 220 kV GIS and accessories and more particularly delineated in Annexure-2.
5. The Second Party undertakes and agrees not to carry out any obligation and responsibilities under the JDU in order to discharge the obligations and responsibilities of the First Party stipulated in the Contract/Tender with respect to First Party's scope of work related to remaining Supply, Civil and Services Portion and more particularly delineated in Annexure-2.
6. The First Party hereby irrevocably undertakes and agrees to indemnify and hold the Second Party harmless from and against all actions, proceedings, claims, liabilities, penalties, demands, litigations, costs and losses whatsoever, incurred or suffered or to be incurred or to be suffered by the Second Party on account of any shortfall or deficiency in work carried out by the First Party in its scope as per Annexure-2 during the execution of the Project.
7. The Second Party hereby irrevocably undertakes and agrees to indemnify and hold the First Party harmless from and against all actions, proceedings, claims, liabilities, penalties, demands, litigations, costs and losses whatsoever, incurred or suffered or to be incurred or to be suffered by the First Party on account of any shortfall or deficiency in work carried out by the Second Party in its scope as per Annexure-2 during the execution of the Project.
8. The First Party and Second Party jointly agree to safeguard each other against any loss or damage arising out of any demands/disputes/claims/litigation, etc. that may be raised by POWERGRID or their representatives owing to of any shortfall or deficiency in work carried out by the parties in their respective scope of work as per Annexure-2 during the execution of the Project.
9. All or any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this Indemnification Agreement, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof, shall be referred to arbitration which shall be governed by the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint a sole arbitrator to resolve the dispute or differences, failing which it shall be appointed in accordance with Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi. The arbitration proceedings shall be conducted as per laws of India and under the Arbitration and Conciliation Act, 1996 in India. The arbitration proceedings shall be conducted in the English language. The costs of the arbitration shall be shared by the Parties equally. The award passed by the Sole Arbitrator shall be final, binding and conclusive between the Parties.
10. This Indemnification Agreement shall be interpreted and governed in all respects by the laws of India and the Courts at New Delhi shall have the exclusive jurisdiction to entertain and try any dispute or matter relating to or arising out of this Indemnification Agreement.

11. If any provision of this Indemnification Agreement is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Indemnification Agreement and ineffective to the extent of such invalidity or unenforceability, without affecting in any manner the remaining provisions hereof, which shall continue to be valid and binding.
12. This Indemnification Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No variation of this Indemnification Agreement shall be binding on any of the Parties unless, and to the extent that such variation is recorded in a written document executed amongst the Parties.
13. This Indemnification Agreement is intended to inure for the benefit of both the Parties and this Indemnification Agreement shall be binding on both the Parties.
14. Any demand, notice or communication under this Indemnification Agreement shall be in writing and shall be hand delivered or by post or by facsimile or e-mail to the party receiving such communication at the address specified herein or such other address as either party may in future specify to other party.

Give Address; emails; fax details

15. This Indemnification Agreement is entered amongst the parties hereto on a principal-to-principal basis. Nothing contained in this Indemnification Agreement shall be construed or deemed to create any principal-agent relationship.

In Witness whereof the Parties have signed this Indemnification Agreement on the day, month and year first above written through their respective Authorized Representative/s.

Witnesses:

**For, Bharat Heavy Electricals Limited
(First Party)**

1.

(Authorized Representative)

For, _____
(Second Party)

2.

(Authorized Representative)

Division of Scope between “FIRST PARTY” and “SECOND PARTY”

Scope of Second Party (Associate / GIS OEM)

Design, Manufacture, Supply (incl. F&I), Testing & Commissioning, Supervision of Erection, and Warranty/Guarantee Obligations for items as per attached “**ANNEXURE-BOQ_220KV GIS**” and **BHEL Technical Specifications** or any subsequent amendment of the same issued by BHEL in line with requirement of M/s POWERGRID tender.

Scope of First Party (BHEL)

All the remaining scope (apart from the scope of Second Party identified above) defined in bidding document and subsequent amendments issued by M/s POWERGRID.

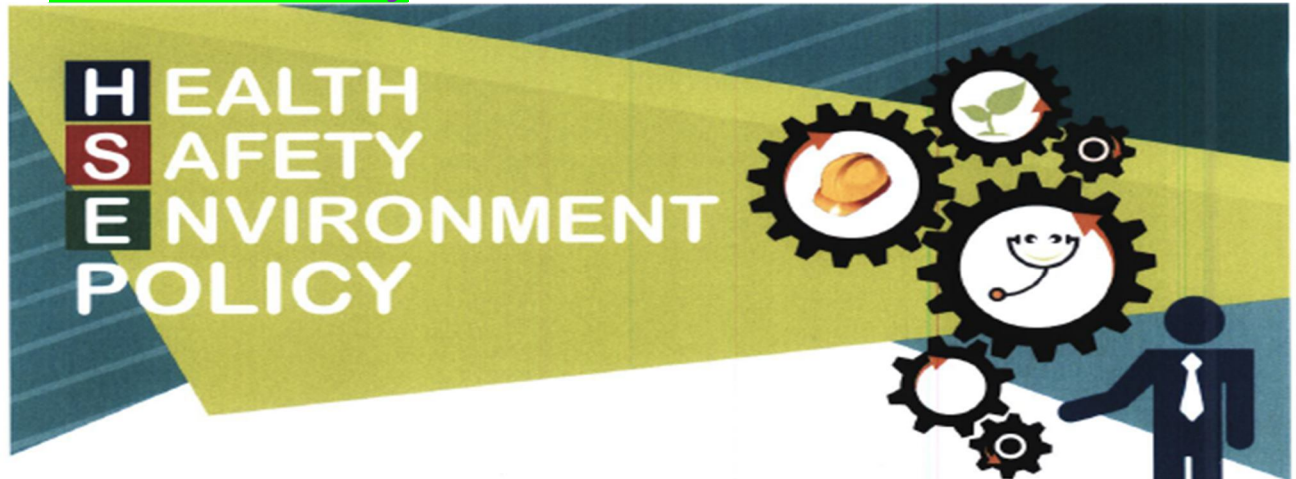


Transmission Business Group

HSE Department, HQ, Noida

HSE Policy

1. BHEL HSE Policy



In BHEL, Health, Safety and Environment (HSE) responsibilities are driven by our commitment to protect our employees and people we work with, community and environment. BHEL believes in zero tolerance for unsafe work/non-conformance to safety and in minimizing environmental footprint associated with all its business activities. We commit to continually improve our HSE performance by:

- Developing safety and sustainability culture through active leadership and by ensuring availability of required resources.
- Ensuring compliance with applicable legislation, regulations and BHEL systems.
- Taking up activities for conservation of resources and adopting sound waste management by following Reduce/Recycle/Reuse approach.
- Continually identifying, assessing and managing environmental impacts and Occupational Health & Safety risks of all activities, products and services adopting approach based on elimination/substitution/reduction/control.
- Incorporating appropriate Occupational Health, Safety and Environment criteria into business decisions, design of products & systems and for selection of plants, technologies and services.
- Imparting appropriate structured training to all persons at workplace and promoting awareness amongst customers, contractors and suppliers on HSE issues.
- Reviewing periodically this policy and HSE Management Systems to ensure its relevance, appropriateness and effectiveness.
- Communicating this policy within BHEL and making it available to interested parties.

Atul Sobti
Chairman & Managing Director

June 5, 2018

Creating  of tomorrow

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

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House Siri Fort New Delhi-110049 through its Unit at BHEL, TBG, Noida having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No PO No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷we shall be discharged from all liabilities under this guarantee thereafter.

We BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.