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பாரத் ஹெவி இலெக்ட்ரிகல்ஸ் லிமிடெட்
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
(A Government of India Enterprise)
Tiruchirappalli – 620 014

MATERIALS MANAGEMENT

Phone: 0431 – 257 4166, 8109; E-mail: sbrajesh@bhel.in, mjjiby@bhel.in; www.bhel.com

NOTICE INVITING e-TENDER

Dear Sir/ Ma'am,

Ref : **Tender No. 1802200214 dt. 17.12.2022.**

Subject : Two-part **e-Tender** inviting techno-commercial and price bids for supply of **Side entry Absorber Agitator along with Mandatory spares and Supervision of Erection & Commissioning for FGD application of NTPC Sipat project.**

Kindly submit your competitive offer as per the tender terms and conditions given in the tender document through e-procurement portal <https://eprocurebhel.co.in/> only.

1.	Bid submission start date	22.12.2022, 09:00 Hrs.
2.	Bid submission end date	29.12.2022, 12:00 Hrs.
3.	Bid opening date (Part-I)	29.12.2022, 16:00 Hrs.
4.	Date of price bid opening	The date/ time of price bid opening will be intimated to the techno-commercial qualified tenderer separately.

Note: Change of dates if any will be published as corrigendum. Bidder to check e-procurement portal regularly for updates.

The tender will be evaluated on total package basis.

List of Items:

BOQ Sl. No.	Item Description	Material Code	Qty	Unit
MAIN SUPPLY				
1	SIDE ENTRY AGITATORS FOR FGD ABSORBER TANK WITH ALL NECESSARY ACCESSORIES AS PER SPECIFICATION: TRY/PE-BM/FGD/AGITATOR SPEC:01/Rev 01 AND TECHNICAL INFORMATION FOR SIZING OF ABSORBER AGITATORS OF NTPC SIPAT 2X500MW PROJECT UNIT#1	L82231FJ36501001	3	SET
2	SIDE ENTRY AGITATORS FOR FGD ABSORBER TANK WITH ALL NECESSARY ACCESSORIES AS PER SPECIFICATION: TRY/PE-BM/FGD/AGITATOR SPEC:01/Rev 01 AND TECHNICAL INFORMATION FOR SIZING OF ABSORBER AGITATORS OF NTPC SIPAT 2X500MW PROJECT UNIT#2	L82241FJ36501001	3	SET
Mandatory spares				
3	IMPELLER ASSEMBLY: Impeller Assembly suitable for agitator supplied against Material Code: L82231FJ36501001 & L82241FJ36501001. Qty: 1 Set = 1 no. of each type & size. Bidder to furnish the set details with item description & qty in numbers.	L8223SFJ36502001	1	SET
4	BEARING ASSEMBLY: Bearing Assembly suitable for agitator supplied against Material Code: L82231FJ36501001 & L82241FJ36501001. Qty: 1 Set = 1 no. of each type & size. Bidder to furnish the set details with item description & qty in numbers.	L8223SFJ36502002	1	SET

5	MOTOR: Motor suitable for agitator supplied against Material Code: L82231FJ36501001 & L82241FJ36501001. Qty: 1 Set = 1 no. of each type & size. Bidder to furnish the set details with item description & qty in numbers.	L8223SFJ36502003	1	SET
6	BELT AND PULLEY(IF APPLICABLE): Belt and Pulley suitable for agitator supplied against Material Code: L82231FJ36501001 & L82241FJ36501001. Qty: 1 Set = 1 no. of each type & size. Bidder to furnish the set details with item description & qty in numbers.	L8223SFJ36502004	1	SET
7	GEAR BOX ASSEMBLY(IF APPLICABLE): Gear Box Assembly suitable for agitator supplied against Material Code: L82231FJ36501001 & L82241FJ36501001. Qty: 1 Set = 1 no. of each type & size. Bidder to furnish the set details with item description & qty in numbers.	L8223SFJ36502005	1	SET
8	AGITATOR SHAFT ASSEMBLY: Agitator shaft assembly suitable for agitator supplied against Material Code: L82231FJ36501001 & L82241FJ36501001. Qty: 1 Set = 1 no. of each type & size. Bidder to furnish the set details with item description & qty in numbers.	L8223SFJ36502006	1	SET
9	SHAFT SEAL: Shaft seal suitable for agitator supplied against Material Code: L82231FJ36501001 & L82241FJ36501001. Qty: 1 Set = 1 no. of each type & size. Bidder to furnish the set details with item description & qty in numbers.	L8223SFJ36502007	1	SET
10	COMPLETE AGITATOR ASSEMBLY: Complete Agitator assembly, this item shall be exactly similar to the agitator supplied against Material Code: L82231FJ36501001 & L82241FJ36501001. Qty: 1 Set = 1 no. of each type & size. Bidder to furnish the set details with item description & qty in numbers.	L8223SFJ36502008	1	SET
Supervision of erection and commissioning				
11	Charges for Supervision of erection and commissioning Of Absorber Agitators as per Sl. No. 7 of Annexure-A.	EC	14	Man Day

Following list of documents are part of this tender and shall be deemed to form an integral part of contract:

1. Annexure A - Techno - commercial terms and conditions.
2. Technical Specifications, quality and prequalification requirements as mentioned in clause 1(a) of Annexure-A.
3. Main contractor Evaluation Report format for End Customer approval.
4. Packing Procedure.
5. No Deviation Format.
6. Local content certification formats.
7. PBG format along with consortium bank list.
8. Annexure-C Brief procedure for conduct of conciliation proceedings.

General Instructions

1. Pre-bid queries if any shall be send to email ID sbrajesh@bhel.in and mjiiby@bhel.in on or before the due date mentioned above.
2. Please quote enquiry no., date and due date in all correspondences.
3. This is only a request for quotation and not an order.
4. Bidder to submit the offer through e-procurement portal only. Offer submitted through any other mode will not be considered.

Thanking you,
For **Bharat Heavy Electricals Limited**

SB Rajesh Kummar

Dy. Manager / Materials Management
Fourth floor, 24 Building
B.H.E.L., Tiruchirappalli – 620 014, Tamil Nadu
Phone: 0431-2574166
Email: sbrajesh@bhel.in



An ISO 9001
Company

Bharat Heavy Electricals Limited
(High Pressure Boiler Plant)
Tiruchirappalli-620 014, Tamil Nadu, India
Dept: MATERIALS MANAGEMENT/BOI

Annexure – A- Terms and Conditions

ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS

Description of the Equipment and Scope of work:		Design, Manufacturing and supply of FGD Absorber Agitator along with mandatory spares and Supervision of Erection & Commissioning.
Projects		NTPC Sipat 2X500 MW FGD Project. (8223 & 8224)
BHEL Tender No. & Date		1802200214 dated 17.12.2022
<i>To be filled by bidder</i>		
Name of the firm (Bidder)		:
Offer reference		:
Address		:
Contact details		<u>Contact person 1</u> Name: Designation: Office Phone: Mobile: e-mail: <u>Contact person 2</u> Name: Designation: Office Phone: Mobile: e-mail:
Sl. No.	Terms and conditions	Vendor's confirmation
1 (a)	Technical Requirements: Supply of FGD Absorber Agitator along with mandatory spares shall be as per the below mentioned Specification attached with the enquiry: 1. AGITATOR TECHNICAL SPECIFICATION, SPECIFICATION NO: TRY/PE-BM/FGD/AGITATOR SPEC:01/Rev 01 (WITH ANNEXURE I TO VI) 2. TECHNICAL INFORMATION FOR SIZING OF ABSORBER AGITATORS. 3. Annexure-VII - C&I TECHNICAL SPECIFICATION OF LT AC MOTORS, TCI:140, REV.13. 4. Annexure-VIII - INDICATIVE MQP FOR AGITATOR 5. Annexure-IX - AGITATOR MOTOR QUALITY REQUIRMENTS 6. Annexure-X -PRE-QUALIFICATION REQUIREMENTS - 3K FORMAT 7. Annexure-XII-FGD ABOSRBER AGITATOR CHECKLIST CUM DATASHEET	
1 (b)	Quality Plan shall be submitted by bidder meeting the specification and requirements covered in Annexure-VIII & IX in case of placement of PO for approval by BHEL/NTPC. Supply shall be as per the quality plan approved by BHEL/NTPC.	

1 (c)	<p>Pre-qualification requirement (PQR): Offer shall be considered only if bidder is meeting Tender Prequalification requirement (Annexure-X). Vendor to comply with Pre-Qualification requirements of the tender and submit along with their technical bid - the credentials and other documents as indicated in the PQR in the format prescribed. Otherwise their offer will get rejected.</p>	
1 (d)	<p>Evaluation method The tender will be evaluated on total package basis inclusive of Supply of FGD Absorber agitators for both the units along with its Mandatory Spares and Supervision of Erection & Commissioning. Evaluation and L1 identification shall be on total landed cost to BHEL including all cost up to destination. Currency of evaluation shall be INR.</p>	
1 (e)	Vendor shall quote as per the enclosed price Schedule format only.	
2 (a)	<p>Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p>	
2 (a)	<p>The Tender will be operated in two part bid system. One-part consisting of PQR, Technical bid with Commercial terms & conditions and other part is Price Bid. Based on the PQR compliance, technical suitability and vendor approval by end customer, vendors will be short-listed. Vendors shall submit previous supply credentials as per Annexure-X along with the offer in order to take up with end customer for sub vendor approval. The price Bid of short listed vendors will be opened on a suitable date with due intimation to vendors. Reverse Auction is applicable for this tender.</p>	
2 (b)	<p>REVERSE AUCTION: <i>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno- commercially qualified bidders.</i> <i>Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.</i></p>	
3	<p>Delivery term: For Main supply (RFQ Sl. No. 1 & 2): - FOR NTPC Sipat Project site, Chhattisgarh. For Mandatory spares (RFQ Sl. no. 3 to 10): - FOR BHEL Trichy stores. Transit Insurance is under BHEL scope @0.01%.</p>	
4 (a)	<p>Payment Terms: For Main Supply: 90% payment will be made directly through EFT within 45 days for MSE Vendors, 60 days for Medium category vendors and 90 days for</p>	

	<p>Non-MSE vendors from the date of receipt of materials at BHEL Site against site acknowledgement and submission of 10% PBG of Supply value valid for the warranty period.</p> <p>Balance 10% payment will be paid within 45 days from the date of completion of commissioning as recorded in the MOM for MSE / 60 days for Medium / 90days for non-MSE on completion of Commissioning as recorded in the MOM.</p> <p>If the site is not ready for 2 years from the date of supply, then this 10% payment for the supply portion will be released with the extension of PBG for another 2 years or till completion of E&C, whichever is earlier.</p> <p>For Mandatory Spares: 100% payment will be made in 45 days for MSE vendors, 60 days for Medium category vendors and 90 days for Non-MSE Vendors from the date of receipt and acceptance of materials at BHEL Trichy Stores, against 10% PBG.</p>	
4 (b).	No deviation is permitted in payment term. Any deviation on the above term is liable for rejection.	
4 (c).	Performance Bank Guarantee: BHEL require a performance Bank Guarantee for the due performance of FGD ABSORBER AGITATOR and Mandatory Spares supplied under this contract to a value of 10% of Order value covering the Warranty period. The PBG shall be in BHEL format (Format attached) which is to be opened in any one of the banks mentioned under List of Consortium Banks attachment. All banks charges shall be to vendor account only. Any deviation on PBG leads to rejection of offer. Performance bank guarantee shall have minimum claim period of 3 to 6 months from the date of expiry.	
5 (a).	<p>Liquidated damages (LD):</p> <p>a) Time is the essence of the contract.</p> <p>b) The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order.</p> <p>c) In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirapalli under any other condition of the contract/applicable legal provisions.</p> <p>d) Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order(PO) would make the supplier liable to an un-conditional LD at the rate of 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.</p> <p>e) Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</p> <p>f) Indigenous: For “FOR Delivery terms”, Lorry way bill date will be taken for LD calculation for cases where e-way bill is not</p>	

	<p>mandatory. Wherever E Way Bill is involved, the date of commencement of movement of vehicle as reflected in E way Bill [the 'Valid from' date in the E way Bill] will be taken for LD calculation</p> <p>g) Import: For CFR terms, BL date will be considered for LD calculation.</p>	
5(b).	In case of PO placements, required documents have to be submitted for approval as per Cl. No. II of the Technical specification TRY/PE-BM/FGD/AGITATOR SPEC:001/ Rev 01 & reply for any further clarification has to be within 7 days. Any delay beyond the above specified period will be considered during LD calculation.	
6 (a).	<p>WARRANTY/DEFECT LIABILITY:</p> <p>The Bidder should warrant that the equipment / items shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed. The Warranty Period shall be twenty-four (24) months from the date of Supply or eighteen (18) months from the date of commissioning, whichever first occurs.</p>	
6 (b).	<p>Repair & replacements: If during the Warranty/Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Bidder, the Bidder shall promptly, in consultation and agreement with BHEL regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Bidder shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.</p> <p>In case of failure of the equipment to meet the guarantee, END CUSTOMER/BHEL reserves the right to reject the equipment. However, END CUSTOMER/BHEL reserves the right to use the equipment until new equipment supplied by bidder meets the guaranteed requirement .</p>	
6 (c).	No Deviation is permitted. If still vendor offered any deviation on the warranty period, it may lead to rejection of offer.	
7	<p>Erection and Commissioning support:</p> <p>The erection of Agitators will be done by BHEL as per Erection Manual and check List of supplier. However, the bidder shall make visit as per enquiry/PO for the supervision of erection, pre-commissioning & post- commissioning check-up, start-up, testing and trial runs of all the items covered under the scope of supply.</p> <p>Price to be quoted by the bidder in terms of price per man-day for erection and commissioning support.</p> <p>This service will be utilized by BHEL-site through power sector regions based on site readiness for each Units separately. Separate PO will be released by BHEL-Site through power sector region to avail the vendor's supervision service.</p> <p>The bidder will be informed well in advance for the visit at project site</p>	

	<p>for each units separately.</p> <p>All TA/DA, Site Expenses, Travel charges boarding and lodging shall be borne by the bidder and shall be inclusive in supervision portion. Payment will be made by BHEL-site for supervision of Erection and Commissioning charges within 45 days for MSME /90days for non-MSME on completion of Erection and Commissioning.</p> <p>The price calculated for 14 days (7 days per absorber) of Supervision of erection and commissioning or 2 % of the total contract value of Main supply items whichever is lower will be considered for price comparison.</p> <p>Depending upon the actual duration of Supervision of erection and commissioning availed, the payment will be paid by BHEL- Power Sector regions based on the vendor quoted amount (price per man-day) with total Erection and Commissioning Supervision charges limited to cap of 2% of the total contract value of Main supply items.</p> <p>In any case, the Charges for Supervision of Erection and Commissioning shall not be paid more than 2% of the total contract value of Main supply items and the supplier shall render the service abiding by the above condition.</p>	
8	<p>Inspection and testing requirements: Inspection by BHEL/ BHEL approved TPIA/NTPC. Inspection and testing requirements are to be carried out as per the specification and BHEL/ end customer approved QAP and all test certificates are to be submitted in complete set as indicated in our specification/QAP. In case of order, vendor to give the inspection notification for all witness test as per the QP for BHEL/NTPC 3 working days before date of inspection.</p>	
9.	<p>Risk purchase clause: a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract. b. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.</p>	

	<p>c. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:</p> <ul style="list-style-type: none"> • from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract. • from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. <p>GST is applicable on amount recoverable from vendors under risk purchase clause as per Govt. Circular No. 178/10/2022-GST dt. 03.08.2022.</p>	
10.	<p>Suspension of Business Dealings:</p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage.</p>	
11.	<p>Delivery Period:</p> <p>Delivery Period shall be 26 weeks from the date of Manufacturing clearance for main supply (RFQ Sl. No. 1 & 2) and 40 weeks from Manufacturing clearance for mandatory spares (RFQ Sl. no. 3, to 10). Manufacturing clearance will be provided Unit wise wise for Main supply & Mandatory Spares based on Documents approval from Customer /BHEL and site erection schedule. Material shall be dispatched after obtaining dispatch clearance from BHEL.</p> <p>The delivery dates mentioned above and given in the PO are indicative only. The exact delivery date will be intimated by BHEL while giving dispatch clearance.</p> <p>The supplier shall keep the manufactured items safely till the dispatch clearance is given by BHEL.</p>	
12.	<p>Documents are to be submitted along with technical bid (Part-1)</p> <ol style="list-style-type: none"> 01. Covering letter 02. Unpriced offer. 03. As per Clause-1 of Specification No: TRY/PE-BM/FGD/AGITATOR SPEC:001/Rev 01 ((DOCUMENTS TO BE SUBMITTED ALONG WITH THE OFFER). 	

	<p>01. Filled BHEL Terms and condition sheet (Annexure-A) 02. Filled Pre-Qualification requirement (Annexure- X) along with supporting documents 03. Catalogues 04. Detailed BOM of the package with weight details of each item. 05. Third party non-disclosure agreement 06. MSE documents (if applicable) 07. Make in India certification in attached format 08. Filled up and Signed No Deviation Format</p> <p>Documents are to be submitted along with Price bid (Part-2) 01. Priced offer as per the BOQ format attached with enquiry. Note: All the pages of documents are to be signed and sealed by authorized signatory of the company. Any query during enquiry stage shall be replied within three days failing which offer may be rejected as non-responsive.</p>	
13.	<p>Offer Validity: 150 days minimum from techno commercial bid opening (Part-1)</p>	
14.	<p>O & M manuals: Detailed O&M manuals shall be furnished. Three soft copies of O&M manuals in (CD ROM) compact disc to be submitted. One hard copy and one CD should be sent along with transit assembly to site directly.</p>	
15.	<p>Kindly indicate the GST No of your Firm</p>	
16.	<p>Kindly Indicate the HSN Code for all items</p>	
17.	<p>Please indicate the applicable GST % (IGST)</p>	
18.	<p>Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.</p>	
19.	<p>Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must</p>	

	contain the QR code generated in E-Invoice Portal & IRN.	
20.	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)	
21.	Invoices will be processed only upon completion of statutory requirement and further subject to following: i. Vendor declaring such invoice in their GSTR-1 Return/ IFF ii. Receipt of Goods or Services and Tax invoice by BHEL	
22.	As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).	
23.	In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.	
24.	In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor	
25.	In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.	
26.	Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.	
27.	BLANK	
28.	GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 –Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.	

29.	<p>MSE VENDOR:</p> <p><i>i. If L1 vendor is an MSE vendor entire project package will be ordered on L1 vendor.</i></p> <p><i>ii. If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendor who is quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for full/complete supply of total tendered value to MSE.</i></p> <p><i>iii. If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next MSE vendor in the price band and so on.</i></p> <p><i>iv. Finally if none of the MSE vendor in the price band is not accepting it will be ordered on L1 non MSE vendor.</i></p> <p>Payment for MSE Indigenous vendors will be as per MSMED Act, 2006</p> <p>MSE suppliers can avail the intended benefits only if they submit along with the offer, attested/notarized copy of Udyam Registration certificate.</p> <p>Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry, in case of any deficiency in the above required documents or in case the documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal even if submitted earlier.</p>	
30.	<p><u>Make in India:</u></p> <p>For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non- Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), 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. Only Class-I and Class-II Local suppliers as per MII order dated 04.06.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate.</p> <p>The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the Location(s) at which the local value addition is made.</p>	

31.	<p><u>Packing Requirements:</u></p> <ul style="list-style-type: none"> • Packing should ensure the healthiness of the Equipment including all electrical Accessories which may be stored for longer period (up to 2 years) at Site conditions (open to atmosphere). • All openings (Fluid, Pneumatic & Electric) shall be firmly capped. • Items shall be packed in suitable enclosure (to prevent damage/rusting due to Seashore atmospheric conditions) from all four sides and also it should be covered with polythene to make it water proof. • Packing and struts shall be used to arrest rolling of items and to avoid transit damage. • Limit switches and such components shall be encapsulated properly with suitable material like Thermocol. • Suitable arrangement (lugs/hooks) for loading and unloading of the equipment in packed condition at site. 	
32.	<p><u>Fraud Prevention Policy</u></p> <p>Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>	
33.	<p><u>Cartel Formation</u></p> <p>All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.</p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.</p>	
34.	<p><u>Resolution of Disputes</u></p> <p>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 contract/tender 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.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p>	

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 C to this Terms and conditions.

The Annexure C 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 this terms and conditions.

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 other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.

This contract shall be governed, construed and interpreted in accordance with the laws of India.

Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Trichy, Tamil Nadu, India

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and/or

	<p>reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p><u>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.</p>	
35.	<p><u>Force Majeure clause</u></p> <p>a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.</p> <p>b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.</p> <p>d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.</p>	

36.	Set off : BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.	
Note.	<ol style="list-style-type: none">1. In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL. Any deviation in specified commercial terms- Annexure-A, will lead to rejection of offer.3. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.4. Any other Techno-Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure-A only.	

/ On Bidder's office letter pad /

Self-Declaration

Enquiry No.	1802200214
Enquiry Date	17.12.2022

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018 and 04.06.2020.

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (....%) defined in the above government notification for the goods against above mentioned enquiry Number.

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

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Date:

Place:

(Please fill all the yellow color field)

PART-I (No Deviation Certificate)

Note: The following Declaration to be submitted on the bidder's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

===== Design, Manufacturing and supply of FGD Absorber Agitator and Supervision of Erection & Commissioning for NTPC Sipat FGD project =====

Enquiry No.: 1802200214 dated 17.12.2022.

I/We M/s.
have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation". In case of any deviation (Technical or commercial) the same is mentioned below.

SPECIFICATION	All Specification documents mentioned against Sl. No. 1(a) of Annexure-A.	
DOC. REFERENCE	BHEL ENQ. CALLED FOR	FIRM'S ALTERNATE OFFER
-Nil-	-Nil-	-Nil-

- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

(Contractor Signature with Seal)

Contractor Signature

Contractor Seal

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (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 _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. 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 any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. 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. _____.

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

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

6. 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/satisfactory completion of the performance guarantee period as per the terms of the 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.

7. 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 Vendor / 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 Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / 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.

8. 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 Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

9. This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / 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.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the⁸we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

13. 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.....⁶

- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date ⁸ 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.

14. 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.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

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 CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

List of Consortium Banks	
Sl. No.	Name of the bank
1.	State Bank of India
2.	Canara Bank
3.	Axis Bank
4.	Bank of Baroda
5.	Central bank
6.	Citi Bank N.A.
7.	Deutsche Bank
8.	Exim Bank
9.	Federal Bank Limited
10.	HDFC Bank Limited
11.	Hongkong and Shanghai Banking Corporation Limited
12.	Indian Bank
13.	ICICI Bank Limited
14.	IDBI Bank Limited
15.	IndusInd Bank Limited
16.	Indian Overseas Bank
17.	Kotak Mahindra Bank Limited
18.	Punjab National Bank
19.	RBL Bank Ltd.
20.	Standard Chartered Bank
21.	Union Bank of India
22.	Yes Bank Limited

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
		In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) 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.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC

4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.
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 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 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**

**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.*