

(A) CONCILIATION (MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018)

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

Notes:

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

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in **Annexure-A to this GCC (Enclosed)**.

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

(B) ARBITRATION (WITH SOLE ARBITRATOR)

- 1.1. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the Sole Arbitrator and such Arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.
- 1.2. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 1.3. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) and amended in 2015 and further amendment passed in 2019 or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall

be New Delhi. The language of arbitration shall be English and the documents shall be submitted in English.

- 1.4. The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.
- 1.5. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

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

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

(C) JURISDICTION AND GOVERNING LAWS

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

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

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

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

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

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a. On the date of signing of the Settlement agreement by the Parties; or,
- b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

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

| Sl No | Particulars | Amount |
|-------|--|---|
| | | <p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p> |
| 3 | Secretarial expenses | <p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p> |
| 4 | <p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p> | <p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p> |
| | Others | <p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> |

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

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 2 to BHEL Conciliation Scheme, 2018

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

Representative of BHEL

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

To,

BHEL

.....

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

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

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

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

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

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

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

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

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

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

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

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

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

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

 For & On behalf of the Principal
 (Office Seal)

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

Place _____
 Date _____

Witness: _____
 (Name & Address) _____

Witness: _____
 (Name & Address) _____

Clause on IP in the tender**“Integrity Pact (IP)**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

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

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)
 Name: _____
 Deptt: _____
 Address: _____
 Phone: (Landline/ Mobile) _____

 Email: _____
 Fax: _____

(2)
 Name: _____
 Deptt: _____
 Address: _____
 Phone: (Landline/ Mobile) _____

 Email: _____
 Fax: _____

RISK PURCHASE

1.1. In case the Supplier / Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery / completion period to justify that supplies shall be inordinately delayed beyond contractual delivery / completion period, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause.

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

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

1.3. **Risk and Cost amount against Balance Work:**

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

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

Where,

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

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

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

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

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

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount.

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

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: Incase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

1.4. LD against delay in executed work/supply in case of Termination of Contract

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

Method for calculation of “LD against delay in executed Work/ supply” is given below:

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

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

1.5. Recovery from Supplier

Recoveries from contractor/ supplier on whom risk & cost has been invoked shall be as per Clause No. 23 of GTC.

Check List for Supply bills

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

Check List for Freight(Exclusive as per Transportation contract)

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

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



SJVN Ltd.

FORM

FORM NO.: F-060-01

PAGE: 1 of 15

ISSUE: 2.0

REV. 01

DATE: 30/06/2016

VENDOR / SUB-VENDOR ASSESSMENT SHEET

TO BE FILLED-IN BY SUPPLIER / SUB-VENDOR

| | | | | | |
|--|--------------------------|------------------------------------|--------------------------|--------------------------|--------------------------|
| NAME OF SUPPLIER / SUB-VENDOR IN FULL | | | | | |
| | REGISTERED OFFICE | FACTORY / WORKS | | | |
| ADDRESS | | | | | |
| TELEPHONE NO. | | | | | |
| FAX NO. | | | | | |
| EMAIL ID | | | | | |
| PERSON(S) TO BE CONTACTED (NAME & DESIGNATION & MOBILE NO.) | | | | | |
| WEEKLY OFF | | | | | |
| SHIFT WORKING | | | | | |
| Type of Company (Pl. Tick) | | Type of Industry (Pl. Tick) | | | |
| OFFICE | WORKS | Pvt. Ltd | Public Ltd. | MSME | Large Scale |
| ONE | ONE | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | Proprietary | Partnership | Govt. | Contractor |
| TWO | TWO | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Sector | | | |
| THREE | THREE | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| Prepared By: | | Reviewed By: | | Approved By: | |
| | | | | Process Owner | |



SJVN Ltd.

FORM

FORM NO.: F-060-01

PAGE: 2 of 15

ISSUE: 2.0

REV. 01

DATE: 30/06/2016

| Sr. No. | Items / Services / Process for which Approval is desired for | Rating / Size & Type | Applicable Standards IS/DIN/BS/IEC Etc. |
|---------|--|----------------------|---|
| | | | |

REGISTRATION DETAILS #

| PAN / TAN NO. | CENTRAL SALES TAX REG. NO. | STATE SALES TAX / TIN NO. | EXCISE DUTY REGISTRATION NO. |
|-------------------------|----------------------------|---|-----------------------------------|
| | | | |
| EXCISE CONTROL CODE NO. | SERVICE TAX REG. NO. | CATEGORY OF INDUSTRY | REGSISTRATION NO. & VALIDITY DATE |
| | | Micro <input type="checkbox"/> Small <input type="checkbox"/> Medium <input type="checkbox"/> Large <input type="checkbox"/> | |

| | | |
|--------------|--------------|---------------|
| Prepared By: | Reviewed By: | Approved By: |
| | | Process Owner |

**SJVN Ltd.****FORM**

FORM NO.: F-060-01

PAGE: 3 of 15

ISSUE: 2.0

REV. 01

DATE: 30/06/2016

| A. ORGANISATIONAL SOUNDNESS | | | | | | |
|---|--|--|----------------------|-------------------|-------------------|----------------|
| SR. NO. | DESCRIPTION | DETAILS TO BE FURNISHED | | | | |
| 1. | Nature of Business (Strike whichever is not applicable) | Manufacturing Unit / Engineering Consultant / Agents / Distributors / Stockists / Dealers / Traders / Indian Subsidiary / EPC contractor / Channel Partner (Attach authorization certificate of principal) / Erection contractor / Other | | | | |
| 2.# | Year of commencement of Business / Factory Establishment | | | | | |
| 3. | Year of Commencement of Manufacture / Services | | | | | |
| 4. | Total Area/Covered Area in Sq. m. | Total Area | Covered Area | | | |
| 5. | Electric Power-Connected Load | | | | | |
| 6.# | Electric Power Standby Load & System | | | | | |
| 7. | Details of Directors | | | | | |
| Sr. No. | Name | Designation | Qualification | Experience | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| 8. | Details of Employees | | | | | |
| Please attach copy of Company's Organization Chart (For Unit) | | | | | | |
| Division Status | Graduate | | Diploma | Skilled | Un-Skilled | Remarks |
| | Technical | Non-Technical | | | | |
| Production | | | | | | |
| Engineering & Quality Control | | | | | | |
| Administration & Other Supporting activities. | | | | | | |
| Prepared By: | | Reviewed By: | | Approved By: | | |
| | | | | Process Owner | | |



SJVN Ltd.

FORM

FORM NO.: F-060-01

PAGE: 4 of 15

ISSUE: 2.0

REV. 01

DATE: 30/06/2016

| 9. | Brief Details of Product and Manufacturing Capability | | | | |
|--------------|--|----------------------------------|--|---------------|-------------|
| Sr. No. | Item & Material | Description (Type, Size Rating) | Annual Production for Last Three Years | | |
| | | | I | II | III |
| | | | | | |
| 10.# | Details of Foreign or Indigenous Collaborator | | | | |
| Sr. No. | Product | Name & Address of Collaborator | Collaboration | | |
| | | | Scope | Year | Valid up to |
| | | | | | |
| 11# | Have your product been type tested by any external agency? If so, give details | | | | |
| Sr. No. | Product | Test (Size / Type & class | Test Report No. | Next Due date | |
| | | | | | |
| Prepared By: | | Reviewed By: | | Approved By: | |
| | | | | Process Owner | |



SJVN Ltd.

FORM

FORM NO.: F-060-01

PAGE: 5 of 15

ISSUE: 2.0

REV. 01

DATE: 30/06/2016

| | | | | | |
|---------|--|-----------------------------------|----------------------------------|-----------------------------------|------------------------------------|
| 12.# | Have you been approved by any Statutory agency / third party agency like LLOYD, ASME, NTPC, PGCIL, EIL, Railways etc. ? If so, indicate details and enclose copies of approval letters | | | | |
| Sr. No. | Item / Material / Service / Process | Description (Size, Type & Class) | Agency | Date of approval | Next Due date |
| | | | | | |
| 13.# | Indicate Approval / Certification by National / International Standards / Agencies applicable for the subject product. | | | | |
| Sr. No. | Product | Codes / Standards | License No. & Date | | |
| | | | | | |
| 14.# | Reference List (Experience in Particular Type of Equipment / Service / Process). Please indicate since how many years similar type of item / equipment / service / process provided (please furnish documentary evidence). | | | | |
| Sr. No. | Item / Material / Service / Process | Type & Capacity / Rating | Customer (End User with Address) | Date of Supply / Service provided | Under Operation since year / Month |
| | | | | | |

#Note: Please furnish the performance feedback certificate for proposed item / equipment / process / service form end user in line with requirement stipulated in Technical Specification.

| | | |
|--------------|--------------|---------------|
| Prepared By: | Reviewed By: | Approved By: |
| | | Process Owner |



SJVN Ltd.

FORM

FORM NO.: F-060-01

PAGE: 6 of 15

ISSUE: 2.0

REV. 01

DATE: 30/06/2016

| 15.# | Business Commenced with SJVN in past | | | | |
|---------|--|---|-----------------------------------|------|-----------------|
| Sr. No. | Year | Name of Department / Project Dealt with | Item Supplied / Services Offered. | | |
| | | | | | |
| 16.A# | Machinery, Instrument & other Equipment Specific to Process & Product Facilities / service | | | | |
| Sr. No. | Description of Machine | Capacity & Nos. | Location Shop | Make | Year of Manufg. |
| | | | | | |

| | | |
|--------------|--------------|---------------|
| Prepared By: | Reviewed By: | Approved By: |
| | | Process Owner |

**SJVN Ltd.****FORM**

FORM NO.: F-060-01

PAGE: 7 of 15

ISSUE: 2.0

REV. 01

DATE: 30/06/2016

| 16.B# | Other General Facilities | | | | |
|---------|---|---------------------|------------------------------------|---------|-----------------|
| Sr. No. | Description of Machine | Capacity & Nos. | Location Shop | Make | Year of Manufg. |
| i | Material Handling Mobile Crane Fork Lift Over Head Cranes | | | | |
| ii | Metal Cutting & Bending | | | | |
| iii | Casting | | | | |
| iv | Forging | | | | |
| v | Fabrication | | | | |
| vi | Welding | | | | |
| vii | Machining | | | | |
| viii | Heat Treatment | | | | |
| ix | Sheet Metal | | | | |
| x | Fettling & Cleaning, Sand Blasting, Shot Blasting & Pickling | | | | |
| xi | Painting | | | | |
| xii | Metal Coating | | | | |
| xiii | Protection before packing | | | | |
| xiv | Packing | | | | |
| xv | Other | | | | |
| 17.# | If In-House Manufacturing Facilities not available, inform source of manufacturing details along with their facilities and experience | | | | |
| Sr. No. | Process outsourced | Name of the company | Description of machine / Equipment | Remarks | |
| | | | | | |

| | | |
|--------------|--------------|---------------|
| Prepared By: | Reviewed By: | Approved By: |
| | | Process Owner |

**SJVN Ltd.****FORM**

FORM NO.: F-060-01

PAGE: 8 of 15

ISSUE: 2.0

REV. 01

DATE: 30/06/2016

| | | | | | | |
|---|---|-----------------|---------------------|---------------------|------------------------|------------------------|
| | | | | | | |
| 18. A# | Facilities for In-house Testing & Inspection | | | | | |
| Sr. No. | Description | Capacity & Nos. | Make & Year of Mfg. | Calibration Status | Approval Qualification | |
| | | | | | | |
| 18.B# | If In-house testing facilities are not available, indicate source of testing with relevant details. | | | | | |
| Sr. No. | Source of Testing | Description | Capacity & Nos. | Make & Year of Mfg. | Calibration Status | Approval Qualification |
| | | | | | | |
| Note: In case of outsourcing of major testing such as NDT, Electrical & Mechanical testing, no marks will be awarded. However, material composition testing by chemical method from NABL Lab shall not attract negative marking. | | | | | | |
| 18 C # | Details of any Government Laboratory facility available in area | | | | | |
| | Product related testing facility (type / Performance / Routine / Acceptance Test) | | | | | |
| Prepared By: | | Reviewed By: | | Approved By: | | |
| | | | | Process Owner | | |

**SJVN Ltd.****FORM**

FORM NO.: F-060-01

PAGE: 9 of 15

ISSUE: 2.0

REV. 01

DATE: 30/06/2016

| | | | | |
|--------------|--|---------------|---------|---------|
| 19 | Sources of Raw Material and Bought out Items | | | |
| Sr. No. | Description of Raw Material / Bought Out Items | Source | | |
| 20 # | Storage Area Availability | | | |
| | Storage for finished goods (Open / Close) | | | |
| | Raw Material storage and identification | | | |
| 21 # | Do you have in-house Design / R&D departments? | | | |
| 22 # | Details of pending legal issues on contractual aspects with customers, if any. | | | |
| 23 # | Please furnish details of Labour problems in the last three years, if any? | | | |
| B. | FINANCIAL SOUNDNESS OF ORGANIZATION | | | |
| | Financial Information for last Three Years (Please furnish copy of annual report) | | | |
| Sr. No. | Parameters | Year 20 | Year 20 | Year 20 |
| 1# | Please furnish annual turnover of the company. | | | |
| | Growth in annual turnover w.r.t. previous years (%) | | | |
| 2# | Please furnish Profit before tax (PBT) of the company. | | | |
| | Growth in PBT w.r.t. previous years (%) | | | |
| 3# | Please indicate the net worth (Net current assets – Net current liabilities) of the company? | | | |
| 4# | Whether the vendor has been referred to BIFR / NCLT / any other similar Govt. agency. | | | |
| 5# | Whether the supplier is a potentially sick company. | | | |
| 6 | Please mention current order book position, as on date in terms of Value and time | | | |
| Prepared By: | Reviewed By: | Approved By: | | |
| | | Process Owner | | |



SJVN Ltd.

FORM

FORM NO.: F-060-01

PAGE: 10 of 15

ISSUE: 2.0

REV. 01

DATE: 30/06/2016

| C. QUALITY SYSTEM | | |
|--------------------------|---|---|
| SR. NO. | DESCRIPTION | Sub-vendor response (along with supporting document) |
| 1# | Are you an ISO 9001 company? If yes, please furnish the certificate and what is your quality policy? | |
| 2# | Is the company an ISO 14000 approved? | |
| 3# | Is the company an OHSAS approved? | |
| 4# | Have your company won any Quality award like Rajeev Gandhi National Quality Award, IMC Ramkrishna Bajaj National Quality Award, Golden Peacock National Quality Award etc? If yes provide documentary evidence. | |
| 5# | Have you received appreciation letter from your customer. Please provide evidence. | |
| 6 | To whom your Q.C./Q.A. Chief reports to ? (Please furnish your organization structure) | |
| 7# | If you have a written quality control manual/procedure, then please furnish the same. | |
| 7 (i) # | Incoming Material Control System (Furnish a copy of system and organization) | |
| 7 (ii) # | Process Control: Are written procedure defining stage wise operations and functions on shop floor established and followed? (Furnish copy of work instruction and record of process control parameter) | |
| 7 (iii) # | Manufacturing/Testing Procedure Qualification & Personnel Qualification (Procedure qualification specification & Record of personnel qualification (PQR) to be submitted). | |
| 7 (IV) # | Are written Quality Control Instruction sheets prepared & properly used? (Please furnish evidence) | |
| 7 (V)# | Are records generated during inspection maintained & available for review? (Please furnish evidence) | |
| 7 (VI) # | Are quality control checks / procedure adequate to maintain desired quality level right from the incoming stage to final stage? Please furnish copy of such control checks / procedure. | |
| 8.# | Documentation Control | |
| 8 (i) | Does a system for clear and precise stipulation of responsibilities for documentation issue & change control exists? | |
| 8 (ii) | Are changes made in writing? | |

| | | |
|--------------|--------------|---------------|
| Prepared By: | Reviewed By: | Approved By: |
| | | Process Owner |



SJVN Ltd.

FORM

FORM NO.: F-060-01

PAGE: 11 of 15


ISSUE: 2.0

REV. 01

DATE: 30/06/2016

| | | |
|-------------------------------|---|--|
| 9 [#] | Control of Inspection, measuring and testing equipment | |
| 9 (i) | Are necessary gauges, testing and measuring equipment's, available and used? | |
| 9 (ii) | Are testing and measuring equipment properly maintained? | |
| 9 (iii) | Is recorded control on calibration of equipment available? | |
| 10 [#] | System of Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc. (Copy of procedure to be submitted). | |
| 11 [#] | System of Storage / Preservation / Painting and Packing (copy of Procedure to be submitted) | |
| 12 [#] | Do you have written procedure for disposing off the non-conformities? If yes, please furnish the copy of the same also furnish three copies of NCR & CAPA. | |
| 13 [#] | Safety measures (Submit copy of safety system & record of accidents for last two years) | |
| 14 [#] | What type of Sampling Inspection Plan is used in your factory/company? Please furnish details. | |
| 15 | How good are you in keeping your dispatch commitments? Please give details of last ten deliveries stating details as below (Provide documentary evidence) Within delivery period: Delayed but accepted by user: Delayed but accepted with penalty: | |
| 16 [#] | Have you ever been de-listed or put in under temporary suspension by any customer / contractor. | |
| D. AFTER SALES SERVICE | | |
| SR. NO. | DESCRIPTION | Sub-vendor response (along with supporting document) |
| 1 [#] | For overcoming product deficiencies what are the analytical methods used at Customer's premises? | |
| 2 [#] | What is the strength of your "after-sales service" team? | |
| 3 [#] | What is the response time after receiving complaints from the customers? Provide evidence. | |
| 4 [#] | Customer complaints handling system (Submit list of customer | |

| | | |
|--------------|--------------|---------------|
| Prepared By: | Reviewed By: | Approved By: |
| | | Process Owner |

| | | |
|---|------------------|--|
|  | SJVN Ltd. | FORM NO.: F-060-01 PAGE: 12 of 15 ISSUE: 2.0 |
| | FORM | REV. 01 DATE: 30/06/2016 |

| | | |
|-----------|--|--|
| | complaints & status for the last three years) Please furnish complete list of complaints attended to during last one year. | |
| 5# | How do you keep your “after-sales service” team updated? | |
| 6# | Provide certificate from 02 customers (end user) for satisfactory after sails services. | |


Declaration by Director/ Partner/ Proprietor

I declare that the information furnished above and attached documents are correct to the best of my knowledge, I undertake to inform you at the earliest any change(s) in the details mentioned above.

Signature and Date

Name & Designation

| | | |
|--------------|--------------|---------------|
| Prepared By: | Reviewed By: | Approved By: |
| | | Process Owner |

| | | |
|---|------------------|---|
|  | SJVN Ltd. | FORM NO.: F-060-01 PAGE: 13 of 15 ISSUE: 2.0 REV. 01 DATE: 30/06/2016 |
| | FORM | |


TO BE FILLED BY MAIN CONTRACTOR FOR SUB-VENDOR (MC)

| Sr. No. | Parameters | Supplier response (along with supporting document) |
|---------|---|--|
| 1 | Name and address of sub-vendor: | |
| 2 (a) | Type of equipment / item / process / service for which approval is sought: | |
| 2 (b) | Details of equipment / item / process / service for which approval is sought (i.e. Rating, capacity, type, size, weight, etc.): | |
| 3 | Experience of main contractor with sub-vendor: | |
| (a)# | Since how many years sub-vendor is registered with you for proposed type of equipment / item / process / services (furnish documentary evidence): | |
| 4# | Whether sub-vendor is meeting the qualification criteria indicated in the technical specification (furnish documentary evidence). | |
| 5# | Sub-vendor rating as per contractor's internal procedure in the scale 0-10 or 0-100% (furnish documentary evidence). | |
| 6# | Any dispute of main contractor with vendor during execution of last 05 contracts. | |
| 7# | Have you ever de-listed or put in temporary suspension the proposed sub-vendor? If yes, please provide the reason for same. | |
| 8 | Please indicate the reason for re-approving / re-listing the sub-vendor. | |

I declare that the information furnished by Sub-vendor has been verified and found in order / minor changes which have been marked and initialed on this form itself / observed the following discrepancies.

(Signature & Designation)


| | | |
|--------------|--------------|---------------|
| Prepared By: | Reviewed By: | Approved By: |
| | | Process Owner |

| | | |
|---|------------------|---|
|  | SJVN Ltd. | FORM NO.: F-060-01 PAGE: 14 of 15 ISSUE: 2.0 REV. 01 DATE: 30/06/2016 |
| | FORM | |

**GUIDELINES TO SUPPLIERS FOR FILLING-UP VENDOR/SUPPLIER
REGISTRATION FORM**

1. All columns are to be filled up properly in the space provided for. Wherever it is not applicable / not available, please mention “Not Applicable” / “Not Available”. All pages of the form are to be signed along with seal by the authorized signatory.
2. A separate sheet may be attached if the space provided is insufficient or additional information is to be given, Please put proper identification tag on the separately attached sheet.
3. Any information / clarification required by SJVN during evaluation must be given expeditiously.
4. Please ensure that all required enclosures are attached with the filled up Vendor Registration Form.
5. Marks shall be awarded on the basis of documentary evidences submitted by Vendor / sub-vendor wherever called in vendor / sub-vendor assessment form.
6. Incomplete or incorrect forms will be rejected.
7. Please fill up the check list given below and send along with the vendor registration forms to SJVN.
8. In case any information found incorrect / false, the vendor shall be rejected / de-listed at any stage.
9. Information with # marks is score able.
10. Accepting or rejecting a vendor is sole discretion of SJVN.
11. Product catalogue / manual for the proposed item / equipment / process / service, if available, shall be submitted alongwith other documents.

| | | |
|--------------|--------------|---------------|
| Prepared By: | Reviewed By: | Approved By: |
| | | Process Owner |

| | | |
|---|------------------|---|
|  | SJVN Ltd. | FORM NO.: F-060-01 PAGE: 15 of 15 ISSUE: 2.0 REV. 01 DATE: 30/06/2016 |
| | FORM | |

Furnish following information/Documents:-

| Sr. No. | Description | Yes / No | Page No / Annexure |
|---------|--|----------|--------------------|
| 1 | Latest audited annual account. | | |
| 2 | Balance Sheet. | | |
| 3 | Valid Income Tax Clearance Certificate. | | |
| 4 | Details of Pending Arbitration cases. | | |
| 5 | Details of pending disputes with Statutory Authorities. | | |
| 6 | Organization chart | | |
| 7 | Copy of Performance certificate (minimum 03) | | |
| 8 | Copy of minimum three (03) completion certificates of similar work / service. | | |
| 9 | Latter of approval from ASME / NTPC/ EIL / Railway / Lloyds / Power Grid etc. if any. | | |
| 10 | ISO: 9001 certificate | | |
| 11 | Quality Manual | | |
| 12 | ISO: 14000 certificate | | |
| 13 | OHSAS, ISO 18000 certificate | | |
| 14 | Experience list | | |
| 15 | Type test report & approval certificate | | |
| 16 | Product Approval certificate from national / international agency. | | |
| 17 | Quality award certificate | | |
| 18 | Process and Personnel qualification certificates | | |
| 19 | Copy of registration / enlistment with reputed / large organizations | | |
| 20 | Detail of existing clients and details such as address, contact number and mail address. | | |
| 21 | List of works / projects of similar nature executed with documentary evidences of works executed in last 02 years. | | |
| 22 | Other documents mentioned elsewhere in vendor / sub-vendor assessment form. | | |

(Signature & Designation)

| | | |
|--------------|--------------|---------------|
| Prepared By: | Reviewed By: | Approved By: |
| | | Process Owner |