

Bharat Heavy Electricals Limited

(A GOVERNMENT OF INDIA UNDERTAKING)

ELECTRIC & PHOTOVOLTAIC DIVISION

Phone :080-22182340

PB No.1245, Malleshwaram West

Fax : 080-23344231

BANGALORE-560 012, INDIA

Date: 12.11.2019

NOTICE INVITING TENDER (NIT)**NIT REF No. : SPVE0019/Y/IEC-NIT/001 dt. 12.11.2019****TENDER DUE DATE**

30.11.2019

BY 14:00 Hr. (IST)

Dear Sir / Madam,

Sub: Type test on Solar PV Modules for Multi crystalline cells as per IEC 61215-1, 1-1 & 2, IEC 61730-1 & 2 Standards

BHEL invites offer from reputed testing labs for the below described tests to conduct testing on Solar Photovoltaic (SPV) Multi crystalline modules for single BOM. Detail is given below. The scope of work involve testing & test certification of BHEL Solar Photovoltaic Modules for 1000V system as per IEC Standards.

Pre-Qualification requirement (PQR) :

SL No.	Pre-Qualification requirement	Laboratories Confirmation
1.	Testing laboratories shall be NABL accredited.	Laboratory shall provide copy of NABL accreditation letter.
2.	Testing facility shall be in India to perform all the tests.	Laboratory shall confirm Yes / No.

Details of each BOM for Solar PV Module:

SL No.	BOM	Type	Cell	Junction Box	EVA	Back sheet	Aluminum Frame	Glass
1	BOM-1	Primary BOM	Make-1 Multi	Make-1	Make-1	Make-1	Make-1	Make-1

A) Scope of Work :

For certification tests are to be conducted as per following IEC standards.

Sl. No.	IEC Std. no.	IEC Test Description	Variant in BOMs of Solar PV Module
1	IEC 61215-1:2016, 61215-1-1:2016, 61215-2:2016 & IEC 61730 part 1 & 2:2016, Fire Test	Terrestrial photovoltaic (PV) modules – Design qualification and type approval & Photovoltaic (PV) module safety qualification along with Fire test	1 BOM

The certifying agency shall provide the test reports and relevant documentation for the above mentioned SPV Modules.

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The successful laboratories shall provide CB & IEC certification. Based on the result of IEC certification, IS 14286 : 2010 & IS/IEC 61730-1 & 2 : 2004 reports shall also be provided without any financial cost. Documentation cost (if applicable) for reports of Indian standards (IS) shall be included together with IEC testing cost. SPV module shall be tested for pollution degree-2 and Material group-I for test mentioned as per IEC 61215-1 & 1-1 & 2 & IEC 61730-1 & 2.

Testing agencies are requested to provide their best quotation / offer for the above requirements, complying with our terms & condition as given below. Offer can be submitted either by person or by Courier / Registered post to the following address.

BHEL –EPD Tender Box (at Reception of BHEL -EPD)

Raj Kumar Pradhan
SPV Engineering
Ceramic Business Unit, Electro porcelains Division,
Prof. CNR Rao Circle,
Indian institute of Science Post, Malleshwaram, Bengaluru – 560 012
Ph. No.: 080 22182347 (Office)

It shall be responsibility of bidder to ensure that the tender document is delivered on or before 13:00 hrs. on due date mentioned above. **The offer has to be deposited in tender box only.** Part-I bids shall be opened at 14:00 hrs. on due date in the presence of authorized representatives of bidders, who may like to be present.

Offer can also be submitted through email to email ids specified below only:

PART-A (1) BID i.e. TECHNICAL BID to technicalbid-epd@bhel.in

PART-B (1) BID i.e. PRICE BID to pricebid-epd@bhel.in

NOTE:

1. Tender reference & due date to be mentioned in subject of mail.
2. Bidders may adopt this mode at their own risk. BHEL does not own any responsibility / liability for delays in receipt / loss of secrecy of such offers. E-mail offers shall be submitted well in advance to enable BHEL to take print & drop in the tender box in time.

Instruction for quotation:

1. Offer should be submitted in two part bid.
 - a) Techno – commercial i.e., Technical and Un-priced Bid (in one sealed envelope) or mail at email-id technicalbid-epd@bhel.in
 - b) Price bid (in another envelope or mail at email-id pricebid-epd@bhel.in) should contain testing charges, certification fee, other fees if any applicable taxes etc.

Both the sealed envelopes shall be kept in another single sealed envelope and superscribed clearly indicating Technical, Un-priced Bid & Price bid with BHEL RFQ No. and DUE DATE on the individual sealed envelopes.

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BANGALORE-560 012, INDIA

Date: 12.11.2019

- Tender reference, RFQ No. / Tender due date & Name of the tests in bold letters are to be mentioned on the top of each envelope submitted.
- Price formats (Annexure-1) is provided along with this tender for Un-priced bid & Price bid offers.
- Vendor has to submit duly signed & seal affixed on these price format without price for their **Un-priced bid offer**. Vendor has to write quoted or not quoted in the price format Annexure-1 for Un-priced.
- Vendor has to submit duly signed & seal affixed on these price format with price for their **Priced bid offer**.
- Name and contact details (including mobile no. & email address) of minimum one contact person along with date of submission of offer in cover letter.

Your offer must contain below details.

- Data / information required by us, to be furnished along with SPV modules.
- Any specific terms and conditions for test.
- The Test scheduling & duration required for each tests.

Our Terms and Conditions are as below:

- Earnest Money Deposit (EMD), Security deposit and Bank Guarantee are waived off for this tender.
- Test reports are required as per below schedule from the date of SPV Module sent from our factory.

Sl. No.	IEC Std. no.	IEC Test Description	Report required for each BOM wise
1	IEC 61215-1:2016, 61215-1-1:2016, 61215-2:2016 & IEC 61730 part 1 & 2:2016, Fire Test	Terrestrial photovoltaic (PV) modules – Design qualification and type approval & Photovoltaic (PV) module safety qualification along with Fire test	195 days

- LD will be applicable for delayed period of report submission at the rate of 0.5% per week and maximum 10% of the contract value.
- The contract will be valid for one year on the firm price.
- As this a service contract, Income tax deduction at source (TDS) at the applicable rate (prevailing rates as applicable at the time of clearance of bills) shall be recovered and remitted to Govt. of India. Income tax deduction certificate shall be issued for the amount of Income Tax deducted.
- Our payment terms: 100% within 60 days of receipt of test report and invoice from the test agency.

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BANGALORE-560 012, INDIA

Date: 12.11.2019

7. PV modules for type testing will be handed over to your laboratory.
8. Validity of the vendor offer shall be for 90 days from the tender opening date.
9. Conciliation clause will be applicable as per enclosed formats (ref. Annexure-A).
10. All correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Technical & commercial

R K Pradhan / Sr. Engineer, A K Sharma / AGM CT & SPV Engg. RPD & LC

BHEL - EPD, Prof CNR Rao Circle, IISC post,

Malleswaram, Bengaluru- 560012

E-MAIL: pradhan@bhel.in, ajaysharma@bhel.in, skgurumukhi@bhel.in

Ph. No. +91-080-22182347, +91-080-22182219

Price format for Type Test					- Annexure-1		Dt. 06.11.2019
Sl. No.	IEC Std. no.	IEC Test Description	BOM Details	Qty. of BOM	Cost (Rs.)		Remark
					Unit Cost (Rs)	Final Cost (Rs)	
1	IEC 61215-1:2016, 61215-1-1:2016, 61215-2:2016 & IEC 61730 part 1 & 2:2016, Fire test	Terrestrial photovoltaic (PV) modules – Design qualification and type approval & Photovoltaic (PV) module safety qualification along with Fire test	BOM-1	1			- Exclusive of GST
Total							- Exclusive of GST
Remarks : 1. Bidder to fill testing charge for the above test. 2. GST as applicable extra. 3. BOM detail is given in Annexure-2.							

BOM details**Annexure-2**

SL No.	BOM	Type	Cell	Junction Box	EVA	Back sheet	Aluminum Frame	Glass	Remark
1	BOM-1	Primary BOM	Make-1	Make-1	Make-1	Make-1	Make-1	Make-1	CB & IEC certification for 2016 version, with 1000V system, CB, IEC's & IS's reports shall be provided

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

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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

Amrit L. Rao

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.

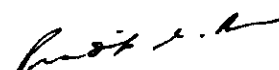
Pradip K. Roy

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.

Ranith S. S.

- 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:
- On the date of signing of the Settlement agreement by the Parties; or,
 - 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,
 - 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,
 - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
- 23.** The Conciliator(s) shall be entitled to following fees and facilities:

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



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

Rudra C. Banerjee

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

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

Handwritten signature

- 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.

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

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

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

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

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

FORMAT-7

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

To,

M/s. (Stakeholder's name)

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

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

Dear Sir/ Madam,

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

Sl. No.	Claim description	Amount involved

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

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

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

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

Thanking you
Yours faithfully

Representative of BHEL

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

FORMAT-8

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

To,

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

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

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

Dear Sir/Madam,

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

Sl. No.	Claim description	Amount involved

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

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

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

Thanking you
Yours faithfully

Representative of the Stakeholder

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

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

Name and contact details of Conciliator(s)

a)

b)

c)

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

Yours faithfully,

Representative of BHEL

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

Encl: As above

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