



Ref. Enquiry No.: PE/PG/RTC/E-6163/2019

Dated: 04.04.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
16.04.2019
BY 14:00PM

SUBJECT: TENDER ENQUIRY FOR RATE CONTRACT OF CHAIN PULLEY BLOCK AS PER TECHNICAL SPECIFICATION NO. PE-TS-RC-563-A101

OUR REF: TENDER ENQUIRY NO: PE/PG/RTC/E-6163/2019, DTD-04.04.2019

Dear Sir/ Ma'am,

We are pleased to invite your offer for subject package in two parts strictly as per Clause-2.0 of the enclosed "Instructions to Bidders". Please upload your best quotation/ offer on <https://bhel.abcpocure.com> for the requirement strictly as per schedule of price format before above mentioned due date & time. The details of the tender enquiry are as mentioned below:

Sl. No	Description for which Rate Contract is desired	Tentative Quantity	Delivery required
1	CHAIN PULLEY BLOCK - Refer Technical specification no PE-TS-RC-563-A001 for detailed description.	As per BOQ cum price schedule in Annexure-I) cumulative for the Prospective Projects as per Annexure-IV	"Four (04) months from drgs. /docs. approval in CAT-I issued by BHEL. Successful bidder to make 1st submission of drawing/docs within time period as mentioned in Annexure IV of Section I of Technical Specification PE-TS-RC-563-A101, rev-00. Vendor to re-submit Drawing/documents within 7 days, after incorporating BHEL comments. BHEL/ Customer shall comment/approve the drawing/documents within 15 days of receipt of drawing/documents. In case there are delays in drawing/docs submission and resubmission, that much delay would be reduced from delivery period.

Your best quotation/offer for the above requirement, in line with our terms and conditions, should be submitted online via e-procurement system. It shall be the responsibility of the bidder to ensure that the Tender is submitted on or before the due date by 2 p.m. Part-I bids shall be opened at 3 p.m. on the due date in the presence of authorized representatives of the bidders, who may like to be present.

Note:-

1. Please note that Part Supplies offered for tender BOQ shall disqualify the bidder's offer.
2. Documents and Credential as per Technical PQR, Techno Commercial Bids and Price Bids should be uploaded on the e-procurement portal.

Please refer GCC Rev-06 which is available on www.bhelpem.com. You are requested to kindly download the same & please find enclosed here with Corrigenda to GCC Rev 06.

[Handwritten Signature]
21/4/19

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049



Ref. Enquiry No.: PE/PG/RTC/E-6163/2019

Dated: 04.04.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
16.04.2019
BY 14:00PM

1. Rate contract, will be done for 2 years from placement of Rate Contract PO with a provision for further extension after review on mutual consent.
Rate contract will be done with 2 vendors in ratio of 70:30 value wise at L1 FOR site price for this package (% of splitting of RC between 2 vendors may be changed during ordering process if L1 bidder is not customer approved). However, order for a project/unit shall not be split.
2. Rate Contract will be finalized on total lump sum basis.
3. L1 Rates shall be counter offered to all bidders who participated in Price Bid Opening/RA for 30% value and in case acceptance of counter offer received from more than one vendor then acceptance shall be considered as per FINAL Price Bid Opening / Reverse Auction Ranking (as applicable). If none accepts L1 rates, RC shall be done with L1 vendor for 100% value.
4. Bidders will be informed the following: -
 - i. Evaluation is proposed on Ex Works + Freight basis.
 - ii. Bidder to give single % of freight charges considering anywhere in India in the freight column i.e. Bidders have to give same % of freight for each line item, for freight column cells.
 - iii. All bidders to note that if any vendor will quote freight as Nil/Included, their ex works price will be deloaded with 4.71% to calculate freight portion and accordingly evaluation will be done.
 - iv. Bidders to mention applicable GST rate on (total Ex. works + freight) in the specified cells of price schedule. However, may please note that GST shall not be considered in evaluation.
 - v. Though evaluation is proposed on Ex Works + Freight, but there is % allocation weightage against BOQ quantity of each item which shall be used for arriving at price break up. Bidders need to give only their total ex works price for given BOQ at the specific cells that has been kept opened in the price schedule available in the e-procurement portal (i.e. sl. no. 2 column no. 9 for Annexure I. Price mentioned anywhere else in BOQ shall not be taken in cognizance.
 - vi. Rest of the prices shall be derived by BHEL in line with allocation fixed for each item. There is formula applied in price schedule form available in e-procurement portal. As soon as bidder fills the cells for Total Ex works, freight percentage and GST percentage, rest values for e.g. unit ex works – item wise, total ex works – item wise, FOR site price – item wise will filled automatically. Bidders can also validate and cross check the same by using Check Formula button.
 - vii. For better clarity to the bidders where value is to be filled is noted as “to be quoted” and for other columns it will be noted as “derived” which denotes shall be derived by BHEL as per allocation fixed against each item.
 - viii. HSN Code applicable is mentioned in Price Schedule.
 - ix. Incomplete offer shall be summarily rejected.
 - x. Pre-Qualifying Requirements (PQR): All the bidders (registered/ non-registered) will be asked to submit documents fulfilling PQR requirements along with the bid & their further evaluation shall be done accordingly.
 - xi. Bidders to note that their bid shall be conditional subject to qualify PQR by registered vendors & non-registered vendors have to qualify PQR & get registered with PEM for the package.
 - xii. Additional overhead charges shall be 5% instead of 30% as mentioned in clause no 26.2 of GCC Rev 06
 - xiii. Quantity variation shall be +30%. Project list is indicative only, BHEL may ask for delivery anywhere in India for any of the project added in the prospective project/ existing projects during RC period.
 - xiv. CIF allocation is not applicable for this tender. Bidder to quote accordingly.
 - xv. Integrity pact is not applicable for this tender
 - xvi. Bidders to note Model Conciliation Clause under BHEL Conciliation Scheme, 2018 as per Annexure VI

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049



Ref. Enquiry No.: PE/PG/RTC/E-6163/2019

Dated: 04.04.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
16.04.2019
BY 14:00PM

xvii. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ PO/WO against the NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable. Vendors are requested to go through the above mentioned orders and confirm the following:"

- The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content as per above mentioned orders and shall give details of the location(s) at which the local value addition is made.

TERMS AND CONDITIONS

- Procurement of the subject package shall be done through e-procurement
- Enquiry No., due date etc. must be legibly super scribed on the offers as per clause no. 2.0 of "Instructions to Bidders".
- Offers should be uploaded in two parts online at <https://bhel.abcpocure.com> in as follows:
 - Part-I Bid: - Documents and Credential as per Technical PQR and Techno-Commercial offer (along with un-priced copy of un-priced bid and un-priced schedule of Technical-Commercial Deviation, Annexure I & II)
 - Part II Bid: - Price Bid and Priced schedule of Technical-Commercial Deviation
- Terms and conditions: -
 - Part I bid will be opened on date & time mentioned in the NIT or subsequent corrigenda/amendments, if any.
 - Techno-commercial offer of only those bidders shall be evaluated who will meet the Technical pre-qualifying requirement of the tender.
- Bidders shall submit their offers meeting the requirements of the following tender documents and other Terms and Conditions included in this Enquiry Letter:
 - ANNEXURE-I of GCC Rev. 06: Letter to be furnished by the Bidders.
 - DEFINITION OF TERMS.
 - Volume-I: Comprising i) Part-A: Instructions to Bidders, ii) Part-B: General Commercial Terms & Conditions and iii) Special Conditions of Contract, if applicable.
 - Volume-II: Comprising i) Part-A: General Technical Conditions and, ii) Part-B: Technical Specification.
 - Volume-III: Schedules and Data Sheets.All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.
- Vendors shall quote in accordance with the requirements mentioned in the tender documents. In case of deviations (Technical/ Commercial), the same shall be highlighted separately giving Clause references along with the Cost of withdrawal of Deviations as per Annexure-II to GCC Rev 06 of "DEVIATION SHEET (COST OF WITHDRAWAL)" along with reasons for taking such deviations
Bidder to note all the points mentioned in "Notes" of Annexure-II to GCC Rev 06
- Please note the following:**
 - Price format is enclosed for compliance.

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049



Ref. Enquiry No.: PE/PG/RTC/E-6163/2019

Dated: 04.04.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
16.04.2019
BY 14:00PM

b. SCC enclosed for compliance.

GCC enclosed for compliance. GCC Rev-06 is available on www.bhelpem.com. You are requested to kindly download the same. GST related corrigenda to GCC Rev.06 is enclosed. Bidders are requested for furnishing compliance of these documents.

8. Tenders shall be submitted strictly in accordance with the requirements of the above tender documents.
9. Standard pre-printed terms & conditions of the tenderers shall not be considered valid.
10. Validity of offer shall be as per **Clause No. 7.0, "Instructions to Bidders" of GCC Rev 06.**
11. Unsolicited fresh/revised Price Bids shall not be entertained.
12. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
13. Late tenders will be rejected.
14. Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Mr. I P SINGH, SR MGR, CMM M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 Kind Attn: I P SINGH/ CMM E-MAIL: indra.pal.singh@bhel.in Ph. No. 0120-4218749 ,09818989654	Mr. SUMEET SAHAY, DY MGR, CMM M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 Kind Attn: SUMEET SAHAY/ CMM E-MAIL: sumeetsahay@bhel.in Ph. No. 0120-4213532 ,09999498202
---	---

15. Definition of Terms is also enclosed. These definitions will apply to all the tender documents including this Enquiry Letter.
16. **Delivery:**
"Four (04) months from drgs. /docs. approval in CAT-I issued by BHEL. Successful bidder to make 1st submission of drawing/docs within time period as mentioned in Annexure IV of Section I of Technical Specification PE-TS-RC-563-A101, rev-00. Vendor to re-submit Drawing/documents within 7 days, after incorporating BHEL comments. BHEL/ Customer shall comment/approve the drawing/documents within 15 days of receipt of drawing/documents. In case there are delays in drawing/docs submission and resubmission, that much delay would be reduced from delivery period.
17. **PRE-QUALIFICATION REQUIREMENT: -**
Bidders is requested to fill up the details in "TECHNICAL PRE-QUALIFYING REQUIREMENT" as per the conditions mentioned in the PQR and also to submit the credentials.
Bids of only those bidders shall be evaluated who meet the Technical pre-qualifying requirements (if applicable).
18. Bidders to note that their bid shall be conditional subject to qualify PQR by registered vendors & non-registered vendors have to qualify PQR & get registered with PEM for the package.
For registration in PEM "Bidders needs to apply & get registered for subject package with PEM before P-2 (price bid opening) & hence you need to apply online for registration on PEM web portal & have to enclose

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

[Signature]
14/4/19

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049



Ref. Enquiry No.: PE/PG/RTC/E-6163/2019

Dated: 04.04.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
16.04.2019
BY 14:00PM

acknowledgement with this effect with the bid documents else your bid will not be considered for evaluation

19. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS AS PER GCC (06), SCC AND NIT". In case of deviations, bidder to clearly mention the same with their techno-commercial offer as per Point No-5 of NIT.
20. All the above Tender Documents shall automatically become a part of the Order/Contract after its finalization.
21. **The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.**
22. **"The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."**
BHEL Fraud prevention policy is also uploaded in vendor's section on www.bhelpem.com.
23. **Bidders are requested to visit constantly our website to update them self for any technical or commercial change in the NIT.**
24. **All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL websites only (www.bhelpem.com, www.bhel.com & <https://bhel.abcprocure.com> under subject tender reference. Bidders are requested to visit our websites from time to time to keep themselves updated. **Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender.****
25. Bidders to submit their offers strictly in line with the enclosed price format.
26. Inspection shall be done by BHEL/ END CUSTOMER/Third party Agency (finalized by BHEL).
27. Any other taxes & duties applicable on the date of bid but not quoted by the bidders shall be to bidder account.
28. Delivery terms for dispatches shall be FOR Dispatch Station.
29. This enquiry is subject to Conditions/ limits if any imposed in PMD / Vendor registration.
30. Foreign & indigenous bidders participating through open/limited tender will necessarily have to but class III DSCs issued by the certifying authorities in India. Basic procedure/ checklist is uploaded on www.bhel.com.
31. Non- registered bidder to submit the credentials required for Registration in BHEL PEM: -
"Online Registration Portal is operational in BHEL. Non-registered Vendors, who wish to apply for registration with BHEL-PEM, have to apply through Online Registration Portal available at www.bhelpem.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration. One set of hard copy of the filled-up SRF downloaded from Online Registration Portal duly signed and stamped has to be submitted."
32. Purchaser reserves the right to split up the scope of the tender enquiry and place the orders for different scope/ items with different bidders and also increase or decrease the quantity.
33. In case of RA, revised RA guidelines AA:SSP:RA:03 issued on 26.09.2016 (uploaded on http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf) shall be applicable.

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049

4/4/19



Ref. Enquiry No.: PE/PG/RTC/E-6163/2019

Dated: 04.04.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
16.04.2019
BY 14:00PM

34. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

Detailed guidelines of reverse auction 2016 are available in "information section" of [www. bhelpem.com](http://www.bhelpem.com), same are applicable for subject tender.

IMPORTANT INSTRUCTION TO BIDDERS IN CASE OF REVERSE AUCTION

"The Bidders has to quote the Single Price (i.e. Total Cost to BHEL) in Reverse Auction. Price are to be inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, Freight as applicable, GST, including loading (if any). De-loading (if any) shall be done in line with NIT terms.

35. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in BHEL price format. The bidder needs to substantiate the same. If the same item will be required in future for the system same will be supplied free of cost.
36. Foreign Suppliers & Indian agents of foreign suppliers: Please refer our website <http://www.bhelpem.com/Tenders.aspx> for details.
37. L1 bidder will have to submit Bank Guarantee for each POs (irrespective of value) which will be placed under the Rate Contract finalised through this tender considering RC as original contract as per format mentioned in Annexure V to NIT instead of format mentioned in GCC Rev 06
38. All other terms and conditions shall be as per GCC Rev 06 and Special Conditions of Rate Contract as per attached Annexure-II. In the event of any contradiction in the terms and conditions mentioned, the order of

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049



Ref. Enquiry No.: PE/PG/RTC/E-6163/2019

Dated: 04.04.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
16.04.2019
BY 14:00PM

preference shall be NIT and Annexures/Technical Specification/ corrigenda related to GCC Rev.06/ Rate contract SCC / GCC Rev. 06

Note: Tenderer must submit UN-PRICED Price format duly filled mentioning the word "QUOTED" in place of actual price given in sealed price bid.

Thanking you,
Yours faithfully,
For and on behalf of BHEL

(Signature of official with Name & Designation)

सुमीत साहय (सी.एम.एम.)
उप प्रबंधक (सी.एम.एम.) / Dy Manager (CMM)
भारत भारी इलेक्ट्रिकल्स लिमिटेड
पावर सेक्टर-प्रोजेक्ट इंजीनियरिंग प्रबंधन
PPEI Bldg. HRD & ESI Complex,
प्लॉट नं. 25, सेक्टर 16 ए, नोडा - 201301
Plot No. 25, Sec. 16 A, Noida - 201301

Enclosure:

1. Enquiry Terms & Conditions
2. Price Format (Prices should be quoted in this format only) – Annexure I
3. Techno-Commercial Deviation Sheet (Annexure-II to GCC Rev 06) – Annexure II
4. BOQ & Technical Specifications
5. Technical PQR
6. SCC – ANNEXURE III
7. Prospective Project List – Annexure IV
8. Corrigenda to GCC Rev 06
9. Annexure V - BG Format
10. Annexure VI - Model Conciliation Clause under BHEL Conciliation Scheme, 2018

MR SUMEET SAHAY
DY MANAGER/CMM
BHEL/PS-PEM
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
(OFF) 0120-4213532, 09999498202

Regd. Office:
BHEL House
Siri Fort
New Delhi-110049



ANNEXURE I TO NIT REF NO-PE/PG/RTC/E-6163/2019, DTD-04.04.2019

PRICE SCHEDULE FOR CHAIN PULLEY BLOCK

RATE CONTRACT

NAME OF VENDOR - (Please fill vendor's name)

SR. NO.	ITEM DESCRIPTION	UOM	QUANTITY	HSN CODE	UNIT EX- WORKS PRICE (DULY PACKED) OF TOTAL EX- WORKS PRICE (INR)	UNIT EX- WORKS PRICE (DULY PACKED) (INR)	FORMULA FOR TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	FREIGHT CHARGES WITHOUT GST @ % OF TOTAL EX WORKS (INR)	APPLICABLE GST RATE % ON (TOTAL EX WORKS + FREIGHT) (INR)	TOTAL FOR SITE PRICE (INR)	REMARKS
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for SUPPLY PART & ESSENTIAL SPARES (if applicable) design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, fill of lubricants & consumables, ESSENTIAL spares (if applicable) forwarding, proper packing, shipment and delivery at site for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification PE-TS-RC-563-A101, amendment & agreements till placement of order.											
	BREAK-UP OF SUPPLY PRICES GIVEN IN 1.0 ABOVE											
1.01	CPB with travelling trolley 1Ton, 6.0 M lift. (non-hazardous area)	No.	58	84251910	0.336207	Derived	19.5	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.02	CPB with travelling trolley 2Ton, 6.0 M lift. (non-hazardous area)	No.	14	84251910	0.392857	Derived	5.5	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.03	CPB with travelling trolley 3Ton, 6.0 M lift. (non-hazardous area)	No.	1	84251910	0.500000	Derived	0.5	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.04	CPB with travelling trolley 5Ton, 6.0 M lift. (non-hazardous area)	No.	1	84251910	0.600000	Derived	0.6	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.05	CPB without travelling trolley 1Ton, 6.0 M lift. (non-hazardous area)	No.	58	84251910	0.224138	Derived	13	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.06	CPB without travelling trolley 2Ton, 6.0 M lift. (non-hazardous area)	No.	29	84251910	0.344828	Derived	10	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.07	CPB without travelling trolley 3Ton, 6.0 M lift. (non-hazardous area)	No.	45	84251910	0.344444	Derived	15.5	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.08	CPB without travelling trolley 5Ton, 6.0 M lift. (non-hazardous area)	No.	32	84251910	0.512500	Derived	16.4	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.09	CPB without travelling trolley 8 Ton, 6.0 M lift. (non-hazardous area)	No.	1	84251910	0.780000	Derived	0.78	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.1	CPB without travelling trolley 10Ton, 6.0 M lift. (non-hazardous area)	No.	12	84251910	1.166667	Derived	14	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.11	CPB with travelling trolley 2Ton, 6.0 M lift. (Hazardous area)	No.	4	84251910	0.400000	Derived	1.6	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.12	Additional price for increase in lift per meter for load chain upto 5T capacity	per metre lift	1	73151210	0.020000	Derived	0.02	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.13	Additional price for increase in lift per meter for load chain above 5T to 10T	per metre lift	1	73151210	0.020000	Derived	0.02	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.14	Additional price for increase in lift per meter for hand chain hoisting upto 10T capacity	per metre lift	1	73151210	0.010000	Derived	0.01	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.15	Additional price for increase in lift per meter for hand chain travelling upto 10T capacity	per metre lift	1	73151210	0.010000	Derived	0.01	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.16	Maintenance tools and tackles for CPB upto 3T capacity	set	1	84251910	0.130000	Derived	0.13	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.17	Maintenance tools and tackles for CPB above 3T capacity	set	1	84251910	0.130000	Derived	0.13	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
1.18	Essential spares (as per annexure-IA)	set	1	84311010	2.300000	Derived	2.3	Derived	to be quoted in percentage	to be quoted in percentage	Derived	
2	TOTAL (1.01 TO 1.18)											
NOTE:-												

X= TO BE QUOTED (IN WORDS)

X= TO BE QUOTED (IN FIGURES)

Derived = Rs Y

Derived

Signature



PRICE SCHEDULE FOR CHAIN PULLEY BLOCK

RATE CONTRACT

- | | |
|----|--|
| 1. | Bidder to note that evaluation shall be on Total Ex works price + Freight. Bidder to quote grand total Ex works value of the complete package (SI. No 2 Column 9 i.e Rs X) only as per the BOQ above. The item wise break up of Ex works prices (unit as well as total) for all the items in the BOQ shall be derived as per the formulae indicated above by BHEL. Bidder also need to indicate Freight and GST rate in percentage in the respective column. Freight percentage to be quoted in percentage of Ex works value considering delivery anywhere in India. |
| 2. | Value is to be filled only where "to be quoted" is mentioned and for other columns where "derived" is mentioned same shall be derived by BHEL as per % allocation fixed against each item |
| 3. | Price mentioned anywhere else in BOQ shall not be taken in cognizance. |
| 4. | For any clarification please refer Technical Specification No- PE-TS-RC-563-A001 |
| 5. | In case of Reverse Auction, vendor has to quote their Ex Works price+ Freight , that is price quoted above at SI No-2, column 9 i.e. [Rs X] + Freight Value, Rs Y |
| 6. | Quantity variation shall be +30%. |
| 7. | If any bidder will quote freight as Nil/Included, their ex works price will be deloaded with 4.71% to calculate freight portion and accordingly evaluation will be done. |
| 8. | QUOTED UNIT RATE AT S.N. 1.12 TO 1.18 SHALL BE CONSIDERED FOR PROJECT PO AS PER ACTUAL REQUIREMENT OF PROJECT. |

[illegible]



ANNEXURE IA TO NIT REF NO-PE/PG/RTC/E-6163/2019, DTD-04.04.2019
PRICE SCHEDULE FOR CHAIN PULLEY BLOCK - RATE CONTRACT

ESSENTIAL SPARES

NAME OF VENDOR - (Please fill vendor's name)

SR. NO.	ITEM DESCRIPTION	UOM	QUANTITY	HSN CODE	UNIT EX- WORKS PRICE (DULY PACKED) (INR)	TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	FREIGHT CHARGES @ % OF TOTAL EX WORKS (INR) SHOULD BE SAME FREIGHT PERCENTAGE AS MENTIONED IN ANNEX I	APPLICABLE GST RATE % ON (TOTAL EX WORKS + FREIGHT) (INR)	TOTAL FOR SITE PRICE (INR)	REMARKS
1	ESSENTIAL spares as per specification no. PE-TS-RC-563-A101, items list as indicated in the specification mentioned below:									
1.1	ESSENTIAL SPARES OF CHAIN PULLEY BLOCK FOR 1T, 6M CPB with TT, non-hazardous area									
1.1.1	Load chain Wheel	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.1.2	Load chain stripping fork	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.1.3	Hand Chain wheel	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.1.4	Ratchet pawl	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.1.5	Locking ratchet wheel	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.1.6	Guide roller	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.1.7	Brake disc	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.1.8	Bearings of each type & size used in load chain wheels, lifting hook.	Set	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.1.9	Bearings of each type & size used in trolley wheels.	Set	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.1.10	Load chain (for hoisting)	per metre	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.1.11	Hand chain (for hoisting)	per metre	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.1.12	Hand chain (for travelling)	per metre	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.1.13	Grooved pulley	Set	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.1.14	Pinion	Set	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.1.15	Shaft pin	Set	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.1.16	Total(1.1.1 to 1.1.15)					TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2	ESSENTIAL SPARES OF CHAIN PULLEY BLOCK FOR 2T, 6M CPB with TT, non-hazardous area									
1.2.1	Load chain Wheel	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2.2	Load chain stripping fork	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2.3	Hand Chain wheel	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2.4	Ratchet pawl	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2.5	Locking ratchet wheel	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2.6	Guide roller	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2.7	Brake disc	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2.8	Bearings of each type & size used in load chain wheels, lifting hook.	Set	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2.9	Bearings of each type & size used in trolley wheels.	Set	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2.10	Load chain (for hoisting)	per metre	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2.11	Hand chain (for hoisting)	per metre	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2.12	Hand chain (for travelling)	per metre	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2.13	Grooved pulley	Set	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2.14	Pinion	Set	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2.15	Shaft pin	Set	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.2.16	Total(1.2.1 to 1.2.15)					TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.3	ESSENTIAL SPARES OF CHAIN PULLEY BLOCK FOR 3T, 6M CPB with TT, non-hazardous area									
1.3.1	Load chain Wheel	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	
1.3.2	Load chain stripping fork	No	1	84311010	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	TO BE FILLED	

20/04/19



ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWAL)

PACKAGE:-

TENDER ENQUIRY REF NO-PE/PG/RTC/E-6163/2019, DTD-04.04.2019

NAME OF VENDOR:-

SL NO	VOLUME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/ NEGATIVE)	REASONS FOR QUOTING DEVIATION
TECHNICAL DEVIATIONS									
COMMERCIAL DEVIATIONS									
PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE									
NAME					DESIGNATIONS		SIGN & DATE		

NOTES:

1. For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.

2. For directly dispatchable items, cost of withdrawal of deviation will be applicable on the basic price including taxes, duties & freight.

3. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.

4. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.

5. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer.

6. Bidder shall furnish price copy of above format along with price bid.

7. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.

8. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered

9. For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.

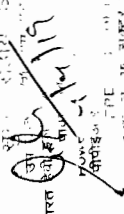
10. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.

11. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.

12. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.

13. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.

14. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.



AMIT SAHAY

Manager (C&M)

Heavy Electricals Ltd.

Plot No. 10, Sector 16, Noida - 201301



BHEL / PEM / CMM
SPECIAL CONDITIONS OF RATE CONTRACT

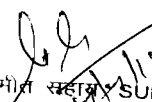
ANNEXURE III TO NIT REF NO-PE/PG/RTC/E-6163/2019, DTD-04.04.2019
SPECIAL CONDITION OF RATE CONTRACT FOR CHAIN PULLEY BLOCK

1. BHEL/PEM intends to enter into Rate Contract for supply of the tendered items for a period of two years. The Rate Contract shall come into force from the date of issue of Purchase order for Rate Contract. Validity for ordering shall be two years from the purchase order for Rate Contract.
2. Details of consignee and project site information for dispatch of material shall be intimated at the time of placement of PO for specific project after finalization of RC
3. Transit Insurance is in BHEL scope
4. The items will be required against respective projects. Exact quantities and Project information shall be intimated while placing order for a specific project based on the Rate Contract.
5. The prices shall remain firm (except for those items in which PVC is applicable as per NIT) during the period of two years with a provision for further extension after review on mutual consent.
6. Inspection of materials shall be carried out by BHEL/CQA and or by Customer or by an authorized agency at manufacture's works before dispatch, if required. Dispatch of material to be done, only after receipt of BHEL/Customer MDCC. It is responsibility of vendor to for obtain Material Dispatch Clearance Certificate (MDCC) from BHEL or Customer as required before dispatch of material.

Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL-PEM.

Items have to be manufactured as per specification and supplied strictly in accordance with the approved BHEL / Customer's Drawings & Quality Plan. The items/ test certificate of items, which for any reason are not acceptable to BHEL / Customer, shall be required to be retested. No extra charge shall be payable on those account by BHEL.

7. Mode of dispatch shall be by road through Schedule Bank/BHEL (PEM) approved transporters.
8. Other terms and conditions shall be as per Standard Technical specification no, GCC Rev 06 & Corrigenda to GCC Rev 06, Enquiry letter.
9. This enquiry is subject to Conditions/ limits if any imposed in PMD/ Vendor registration.
10. Tentative quantity is given in enquiry.
11. Bidders to submit offer for RC of said items ONLINE via e-Procurement System only. Bidder to upload tender documents complete in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
12. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.


सुमीत सहया SUMIT SAHAYA
उप प्रबंधक (सी. एम. एम.) / Dy. Manager (CMM)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
पावर सेक्टर-परियोजना इंजीनियरिंग प्रभाग
Power Sector-Project Engineering Man
प्रीमियर्ड बिल्डिंग, एमआरडी एण्ड ईएस को
PPEI Bldg, HRD & ESI Co
प्लॉट नं. 25, सेक्टर 16 ए, नोएडा
Plot No. 25 Sec. 16 A, Noida

ANNX TO IVNIT REF NO- PE/PG/RTC/E-6163/2019, DTD-04.04.2019		
LIST OF PROJECTS FOR CHAIN PULLEY BLOCK (RATE CONTRACT)		
S.no	TITLE	
1	5 x 800 MW YADADRI TPP	
2	2X660 MW UDANGUDI SUPERCRITICAL STPP	
3	1X660 MW BHUSAWAL TPS UNIT 6	
4	3 x 800 MW PVUNL PATRATU TPP PHASE-I	
5	1 X 660 MW WBPDCS SAGARDIGHI EXTN UNIT V	
6	1X660 MW UPRVUNL PANKI TPS EXT.	
7	Neyveli TPS-II (2nd Expn) TG Pkg	
8	Neyveli TPS-II (2nd Expn) SG Pkg	
9	Talcher Stg III-Main Plant Pkg	
10	2X660 MW BTPP at Buxar by STPL	
11	2x660 MW Mouda	


 21/4/19
 सुनील सहाय / SUMIT SAHAY
 उप निदेशक (एम) By Manager (CMM)
 भारत हेवी इलेक्ट्रिकल्स प्रा. लि.
 इलेक्ट्रिकल एंजिनियरिंग विभाग
 ए. एस. ई. बिल्डिंग कॉम्प्लेक्स
 ए. एस. ई. बिल्डिंग कॉम्प्लेक्स
 ESI Complex,
 मोरडा - 201301
 Plot No. 20, Sec. 10
 Noida - 201301

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:
Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at _____ (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No. _____ dated _____³ valued at Rs. _____⁴ (Rupees _____) / FC _____ (in words _____) for _____⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to _____% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

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

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

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

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

For and on behalf of
(Name of the Bank)

Dated: _____

Place of Issue: _____

¹ NAME AND ADDRESS OF EMPLOYER i.e Bharat Heavy Electricals Limited² NAME AND ADDRESS OF THE VENDOR / CONTRACTOR / SUPPLIER.³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE⁴ PROJECT/SUPPLY DETAILS⁵ BG AMOUNT IN FIGURES AND WORDS⁶ VALIDITY DATE⁷ DATE OF EXPIRY OF CLAIM PERIOD⁸ BG AMOUNT IN FIGURES AND WORDS.⁹ VALIDITY DATE¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. In Case of Bank Guarantees submitted by Foreign Vendors-

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

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

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

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

This Guarantee shall remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷ we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed _____⁸
- b) This Guarantee shall be valid up to _____⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

सुमि साहय / SUMIT SAHAYA
प्रबंधक (सी. एम. एम.) Dy. Manager (CMM)
भारत भारी बिजली लिमिटेड / Bharat Heavy Electricals Ltd.
प्रमुख प्रबंधक / प्रमुख प्रबंधक
Power Project Engineering Management
दीर्घा, बल्लभपुरा, बल्लभपुरा, बल्लभपुरा
BHEL Complex,
बल्लभपुरा, बल्लभपुरा, बल्लभपुरा, बल्लभपुरा
बल्लभपुरा, बल्लभपुरा, बल्लभपुरा, बल्लभपुरा

ANNEXURE-C

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 12 (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 5 crores. Rs 50,000/- (Sole Conciliator)

Handwritten signature/initials

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

Representative of BHEL

**FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERSFOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC**

To,

BHEL

.....

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

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

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

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

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

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

Yours faithfully,

(Signature with stamp)

**Authorized Representative of Contractor
Name, with designation
Date**

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO
THE IEC BY BOTH THE PARTIES**

- Chronology of the Disputes
- Brief of the Contract/MoU/Agreement/LOI/LOA
- Brief history of the Disputes:
- Issues:
- Details of Clam(s)/ Counter Claim(s):

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

- 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.

समीत सहारा SUMIT SARAHA
उप अध्यक्ष (सी. ई. सी.)
भारत ए. पी. डी. टेक्नोलॉजि
पुणे, महाराष्ट्र
Power: 98200 12345
मोबाईल: 98200 12345
प्लॉट नं. 2, सेक्टर 16 ए, नोएडा - 201301
Plot No 2, Sec 16 A, Noida - 201301

ANNEXURE-C

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:
- 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.
 - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
23. The Conciliator(s) shall be entitled to following fees and facilities:

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

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

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

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

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

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

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

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

Representative of BHEL

**FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC**

To,

BHEL

.....

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

Ref: Contract/MoU/Agreement/LOI/LOA No & date ____

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

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

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

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

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO
THE IEC BY BOTH THE PARTIES**

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

Sl. 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.*