



BHARAT HEAVY ELECTRICALS LTD.  
POWER SECTOR(FINANCE)- HEAD QUARTERS  
ASIAD, NEW DELHI

From : Kalyan Coari  
AGM-Finance

For : As Per Distribution List

No. PW:FM:FAX:T&P Hire :2019-21

Dated : 31<sup>st</sup> May, 2019

Subject : Revision of Hire Charges on Issue of Capital Tools & Plants

The rates of hire charges for capital Tools and Plants and Operator's charges circulated vide letter No. PWR:FM:T&P Hire 2017-19 dated 01<sup>st</sup> June,2017 were valid upto 31.5.2019. The Revised Rates effective from 01.06.2019 are enclosed as detailed below :

- (i) Annexure C1 & T1 : Rates of hire charges applicable to contractors working for BHEL
- (ii) Annexure C2 & T2 : Rates of hire charges applicable to outside agencies other than Contractors working for BHEL.

2. The Crane Operator's charges will be as follows :

- A. If BHEL operator is utilised Rs. 7200/- (Rupees Seven thousand two hundred only ) per day of 8 hours. For services less than 4 hours, half of per day rate will be charged. For services for 4 hours or more but up to 8 hours, full day rate will be charged. Overtime Allowance (OTA) will be charged at double the rate on hourly basis.
- B. If vendor sourced operator is provided, the rates shall be the actual cost to BHEL with 30% overheads.

3. The hire charges of Capital Tools & Plants are exclusive of operating expenses e.g. fuel & consumables. All Operating expenses are chargeable to User's account.

4. All other terms and conditions / aspects governing the issue of T&P on Hire "will remain the same as already circulated vide our letter of even number dated 22.1.1992 ( copy enclosed).

5. The revised rates will be effective from 01.06.2019 and will remain valid upto 31.5.2021. This will be subject to revision thereafter.

6. For any additional item, the rates of hire charges will be worked out jointly by PS-MSX & Finance (PS-Hqrs) on specific request. All necessary details will be provided by the concerned Region.

  
(Kalyan Coari) 31/05/19  
AGM (Fin)

Encl : As above

आर-एल-साहा  
पह अध्यक्ष (वित.)  
R.L. SAHA  
General Manager (Fin.)

भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited  
पावर सेक्टर/Power Sector



REF: PWR: FAX: HIRE CHARGES  
DT: 22.1.92.

SUBJECT: ISSUE OF TOOLS AND PLANTS  
TO SUB-CONTRACTORS AND RECOVERY  
OF HIRE CHARGES THEREOF - - - - -

The rates of hire charges for capital tools and plants last circulated vide Sr. Manager/Finance's letter reference PWA:SMQ:FAX:24.02 dated 20.5.88 have been revised. The revised rates have been worked out based upon the recommendations of the study team set up vide office order No. PW:SMQ:FAX:11.36 Dt. 1.10.88. The study team's/committee's recommendations relating to issue of T&P to sub contractors ~~on hire charges~~ enclose ~~on hire charges~~ rates of hire charges have been worked out and are enclosed as follows :-

- i) Annexures 1.1, 1.2, 1.3, & 1.4  
Rates for hire charges as applicable to contractors working for BHEL.
- ii) Annexures 2.1 & 2.2  
Rates of hire charges as applicable to outside agencies other than contractors working for BHEL.
- iii) Annexure - III  
Crane operators charges.

The important conditions/aspects governing the issue of T&P on hire are as follows :-

- i) The tender documents shall specify :-
  - a) List of T&P to be provided by BHEL free of hire charges
  - b) List of T&P which may be given on hire, if available at site and the rate of hire charges recoverable for the same. For items and rates specified in the N.I.T. these charges shall not change during the currency of that contract. For items/rates not specified in N.I.T. the current rates shall be charged.
- ii) The rates given in Annexure 1.1, 1.2, & 2.1 are on hourly basis. The unit of recovery is an hour and for fraction of an hour, the chargeable unit will be an hour only. The rates given in Annexure 1.3, 1.4 & 2.2 are on day basis (day means a calendar day) and fraction of a day will be charged as full day for purpose of recovery of hire charges.

...2/-



iii) Operator's charges are on per day basis considering average 8 working hours. For services of less than 4 hours, half the rates will be charged. For services of 4 hours upto 8 hours, full daily rates will be charged. Overtime will be charged at double the rates on hourly basis.

iv) The hire charges are recoverable on the basis of out time and In time i.e. from the time a particular item is issued to the contractor from BHEL's store till the time it is returned. However, the hourly rate is applicable for T&P which cannot be frequently returned due to intermittent use, logging shall be done for actual use and charged accordingly. In case of cranes, marching time for onward and return shall be charged at 50% of the hire charges rates.

where

v) The rates do not include transportation charges from and to BHEL's store. Safe transportation of T&P from and to BHEL's store shall be the contractors responsibility.

vi) Small T&P items i.e. items costing less than Rs. 10,000/- each shall not be issued to contractors on hire charges. Such items may however be issued to contractors on non-returnable basis at replacement cost plus 30% overheads reduced by depreciation as applicable or a certain reserve price whichever is higher.

vii) If a contractor commits certain T&P at the time of award of contract/L.O.I. and fails to actually deploy the same in time at site, then even for contractors working for BHEL, higher rates of hire charges as given in Annex 2.1 & 2.2 shall be applicable for such items.

The revised rates of hire charges and operators charges as enclosed, together with terms stated above and other aspects/conditions relating to issue of T&P to sub contractors as given in Appendix I shall be effective from 1.2.1992 till 31.10.93 and will be subject to revision thereafter.



For any additional item not appearing in the enclosed list, rates of hire charges may be calculated by TS HQ in consultation with PS-HQ (Finance) on receipt of necessary details from regions and communicated to the regions.

with  
This issues / the approval of competent authority.

11/12/92  
(R.L. SAHA)  
GENERAL MANAGER (F)  
PS-HQ

Encl : As above.

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S.A. to Director (Power).

REVISED RATES OF T&P HIRE CHARGES FOR CRANES & TRAILERS ETC. FOR  
SUB-CONTRACTORS WORKING FOR BHEL FOR DOING BHEL JOBS

SL NO.	ITEM DESCRIPTION	USEFUL LIFE (IN YRS)	Revised rates (Rs./Hour) valid from 01/06/2019 to 31/5/2021 (WITHIN USEFUL LIFE)	Revised rates (Rs./Hour) valid from 01/06/2019 to 31/5/2021 (BEYOND USEFUL LIFE)
I.	CRANES :-			
1	Portal Gantry Crane 500T	15	20100.00	19980.00
2	100MT Crawler Crane ZOOLION CRANE-QUY-100	10	11370.00	11320.00
3	Heavy Lift Crawler Crane 600MT Class DEMAG Model CC2800	15	56290.00	55940.00
4	PORTAL CRANE, 360T	15	14070.00	13980.00
5	600MT Class Crawler Crane- Manitowoc Model 18000-UPGRADED	15	55460.00	55110.00
6	600MT Class Crawler Crane- Liebherr Model LR1600-2 (Upgraded version)	15	68610.00	68180.00
7	CRAWLER CRANE FMC/LINKBELT 718, 250T (WITH RINGER)	15	33510.00	33300.00
8	CRAWLER CRANE FMC/LINKBELT 718, 250T (WITH-OUT RINGER)	15	20940.00	20810.00
9	MANITOWOC M-250T TRUCK CRANE	15	30160.00	29970.00
10	270 MT Class Crawler Crane- Manitowoc Model 2250	15	31660.00	31470.00
11	300MT Crane Crawler Crane LIEBHERR Model LR-1350/1	15	26390.00	26220.00
11.A	300MT Crane Crawler Crane LIEBHERR Model LR-1350/1 (UPGRADED)	15	36110.00	36110.00
12	250MT Class Mid range Crawler Crane- Kobelco Model CKE2500-2	15	15130.00	15030.00
12.A	250MT Class Mid range Crawler Crane- Kobelco Model CKE2500-2 (UPGRADED)	15	18850.00	18850.00
13	LINKBELT LS- 248H CRAWLER CRANE (180T)	15	16750.00	16650.00
14	MANITOWAC MODEL 888 CRAWLER CRANE (200 MT)	15	21780.00	21640.00
15	CRAWLER CRANE SUMITOMO, 150T	15	10890.00	10820.00
16	All Terrain Crane, 150MT- Liebherr Model LTM1150	15	13400.00	13320.00
17	CRAWLER CRANE, 120 T Fushun Model QUY120	10	10830.00	10780.00
18.A	CRAWLER CRANE 135MT Kobelco Model CK1350- 1F	15	10720.00	10650.00
18.B	CRAWLER CRANE 135MT Kobelco Model CK1350	15	8880.00	8820.00
19	CRAWLER CRANE 120MT - Tata-Sumitomo Model SCX1200-2	15	10050.00	9990.00
20	CRAWLER CRANE 100 T (KH 500)	15	10050.00	9990.00
21	Hydraulic Crawler Crane 80MT, Fushun Model QUY 80B	10	5410.00	5390.00
22	ROUGH TERRAIN CRANE 75T (RT880)	12	6140.00	6110.00
23	CRAWLER CRANE, 75T -Tata Model 955ALC/TFC280	12	5370.00	5340.00
24	Mobile Crane, 55MT (TIL)	12	4410.00	4390.00
25	CRAWLER CRANE, 25T -Tata Model TFC75	10	3030.00	3010.00
26	MOBILE CRANE, 20MT (TIL)	10	2270.00	2260.00
27	MOBILE CRANE, 20MT (ESCORTS)	10	2270.00	2260.00
28	MOBILE CRANE ESCORTS- 14MT	10	710.00	710.00
29	HYDAULIC PICK & CARRY CRANE, 8/9/10/11/12 MT	10	390.00	380.00
30	ELECTRIC GANTRY CRANE 3T	5	430.00	430.00
31	ELECTRIC GANTRY CRANE 5T	5	540.00	540.00
32	ELECTRIC GANTRY CRANE 30T	5	3640.00	3620.00
33	FORK LIFT 5T	5	650.00	650.00
34	FORK LIFT 3T	5	540.00	540.00

REVISED RATES OF T&P HIRE CHARGES FOR CRANES & TRAILERS ETC. FOR  
OUTSIDE AGENCIES

SL NO.	ITEM DESCRIPTION	USEFUL LIFE (IN YRS)	Revised rates (Rs./Hour) valid from 01/06/2019 to 31/5/2021 (WITHIN USEFUL LIFE)	Revised rates (Rs./Hour) valid from 01/06/2019 to 31/5/2021 (BEYOND USEFUL LIFE)
I.	CRANES :-			
1	Portal Gantry Crane 500T	15	22340.00	22200.00
2	100MT Crawler Crane ZOOLION CRANE-QUY-100	10	12630.00	12570.00
3	Heavy Lift Crawler Crane 600MT Class DEMAG Model CC2800	15	62550.00	62160.00
4	PORTAL CRANE, 360T	15	15630.00	15540.00
5	600MT Class Crawler Crane- Manitowoc Model 18000-UPGRADED	15	61620.00	61240.00
6	600MT Class Crawler Crane- Liebherr Model LR1600-2 (Upgraded version)	15	76230.00	75760.00
7	CRAWLER CRANE FMC/LINKBELT 718, 250T (WITH RINGER)	15	37230.00	37000.00
8	CRAWLER CRANE FMC/LINKBELT 718, 250T (WITH-OUT RINGER)	15	23270.00	23120.00
9	MANITOWOC M-250T TRUCK CRANE	15	33510.00	33300.00
10	270 MT Class Crawler Crane- Manitowoc Model 2250	15	35180.00	34960.00
11	300MT Crane Crawler Crane LIEBHERR Model LR-1350/1	15	29320.00	29130.00
11.A	300MT Crane Crawler Crane LIEBHERR Model LR-1350/1 (UPGRADED)	15	40120.00	40120.00
12	250MT Class Mid range Crawler Crane- Kobelco Model CKE2500-2	15	16810.00	16700.00
12.A	250MT Class Mid range Crawler Crane- Kobelco Model CKE2500-2 (UPGRADED)	15	20950.00	20950.00
13	LINKBELT LS- 248H CRAWLER CRANE (180T)	15	18610.00	18500.00
14	MANITOWAC MODEL 888 CRAWLER CRANE (200 MT)	15	24200.00	24050.00
15	CRAWLER CRANE SUMITOMO, 150T	15	12100.00	12020.00
16	All Terrain Crane, 150MT- Liebherr Model LTM1150	15	14890.00	14800.00
17	CRAWLER CRANE, 120 T Fushun Model QUY120	10	12030.00	11970.00
18.A	CRAWLER CRANE 135MT Kobelco Model CK1350- 1F	15	11910.00	11840.00
18.B	CRAWLER CRANE 135MT Kobelco Model CK1350	15	9860.00	9800.00
19	CRAWLER CRANE 120MT - Tata-Sumitomo Model SCX1200-2	15	11170.00	11100.00
20	CRAWLER CRANE 100 T (KH 500)	15	11170.00	11100.00
21	Hydraulic Crawler Crane 80MT, Fushun Model QUY 80B	10	6010.00	5980.00
22	ROUGH TERRAIN CRANE 75T (RT880)	12	6830.00	6790.00
23	CRAWLER CRANE, 75T -Tata Model 955ALC/TFC280	12	5970.00	5940.00
24	Mobile Crane, 55MT (TIL)	12	4900.00	4880.00
25	CRAWLER CRANE, 25T -Tata Model TFC75	10	3370.00	3350.00
26	MOBILE CRANE, 20MT (TIL)	10	2520.00	2510.00
27	MOBILE CRANE, 20MT (ESCORTS)	10	2520.00	2510.00
28	MOBILE CRANE ESCORTS- 14MT	10	790.00	790.00
29	HYDRAULIC PICK & CARRY CRANE, 8/9/10/11/12 MT	10	430.00	430.00
30	ELECTRIC GANTRY CRANE 3T	5	480.00	480.00
31	ELECTRIC GANTRY CRANE 5T	5	600.00	600.00
32	ELECTRIC GANTRY CRANE 30T	5	4040.00	4030.00
33	FORK LIFT 5T	5	720.00	720.00
34	FORK LIFT 3T	5	600.00	600.00

RATES OF T&P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILERS ETC. FOR  
SUB-CONTRACTORS WORKING FOR BHEL FOR DOING BHEL JOBS

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
I.	LIFTING EQUIPMENTS	
1	Strand Jack System for Boiler Drum Lifting	20930
2	MULTI SHEAVE PULLEY BLOCK 40/50T/60T	310
3	MULTI SHEAVE PULLEY BLOCK 100T	630
4	MULTI SHEAVE PULLEY BLOCK 150T	1260
5	ELCTRIC WINCH 5T	1270
6	ELCTRIC WINCH 10T	2360
7	ELECTRIC WINCH 15 T	2150
8	PASSENGER CUM GOODS HOIST 1T	2270
9	FURNACE MAINTENANCE PLATFORM	5040
10	Gang Operated Hydraulic Jack (Set of 4 Jacks - 175 MT each)	2100
II.	WELDING & HEAT TREATMENT EQUIPMENT	
1	125KW, 3KHZ, AIR-COOLED INDUCTION HEATING EQUIPMENT	16380
2	75KW, 10 KHZ, COMPACT INDUCTION HEATING EQUIPMENT	8190
3	WELDING GENERATOR 320/300 A	300
4	WELDING RECTIFIER 400A/300A	300
5	WELDING RECTIFIER 600A	400
6	DIESEL WELDING GENERATOR 400A/300A	400
7	TRANSFORMER,600A	300
8	TRANSFORMER 300/400A	200
III.	SERVICE PLANTS & ALLIED EQUIPT.	0
1	500KVA DIESEL GENERATOR	3800
2	TRANSFORMER OIL FILTERATION EQUIPMENT 6000LPH CAPACITY WITHOUT STORAGE TANK	6370
3	-DO-, WITH STORAGE TANK	7280
4	OIL FILTERATION M/C, 250/500 LPH (OTHER THAN SILICON OIL)	910
5	OIL FILTERATION M/C, 250GPH/1000LPH (OTHER THAN SILICON	1360
6	OIL FILTERATION M/C, 500GPH/2500LPH (OTHER THAN SILICON	1820
7	OIL FILTERATION M/C, 1000GPH/5000LPH (OTHER THAN SILICON	3640
8	Portable Lube Oil Purification Unit (Centrifuge M/c) Capacity: 750	1270
9	Low Vacuum de-hydration unit	630
10	DIESEL GENERATING SET,250 KVA	1770
11	DIESEL GENERATING SET,25 KVA	500
12	VACUUM PUMP(ABSOLUTE V.C.)	540
13	ACID CIRCULATING PUMP WITH MOTOR 120M HEAD, 150T/HR	1090
14	ACID TRANSFER PUMP 20/50 T/HR	540
15	DEWATERING PUMP (Kirloskar make,11KW/15HP)	80
16	HP Air compressor (32 Kg/Sq. Cm, 150 CFM)	4240

RATES OF T&P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILERS ETC. FOR  
SUB-CONTRACTORS WORKING FOR BHEL FOR DOING BHEL JOBS

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
17	AIR COMPRESSORS 250/300/330/360/350 CFM	2730
18	AIR COMPRESSORS 140/150/190/210 CFM	910
19	ACID CIRCULATING PUMP WITH MOTOR & STARTER, 200T/HR, 150M, 220 HP	1820
20	Industrial Blower 2000CFM	1270
21	Air Leak Test Blower (Flow: 40000 m <sup>3</sup> /Hr)	1160
22	Air Blower (Flow: 20000 m <sup>3</sup> /Hr)	940
IV METAL FORMING /CUTTING EQUIPMENT		
1	TUBE EXPANDING M/C PNEUMATIC 60-100 MM	630
2	ELECTRO HYDRAULIC PIPE BENDING M/C 4"	1630
3	BOLTING MACHINE (ALCOA/AVLOCK/ HUCK)	1800
4	-do- Gun with nose Assembly only	540
V TESTING/INSPECTION EQUIPMENT		
1	DATA LOGGER for PG TESTING	36980
2	MOTORIZED HYDRAULIC TEST PUMP 250kg/cmsq	800
3	MOTORIZED HYDRAULIC TEST PUMP 400-450kg/cmsq	1090
4	MOTORIZED HYDRAULIC TEST PUMP 600 KG/CMSQ	1270
5	HYDRAULIC TEST PUMP 800 KG/CMSQ	1330
6	HYDRAULIC TEST PUMP 1000 KG/CMSQ	2230
7	BOLT STRETCHING DEVICE	910
8	BOROSCOPE/FIBROSCOPE FLEXIBLE TYPE (FLEXUX) IMPORTED	3640
9	ULTRASONIC FLAW DETECTOR	2730
10	MPI TEST KIT	360
11	GAS LEAK DETECTOR	270
12	VIBRATION/SOUND LEVEL METER IRD-306	360
13	VIBRATION/SOUND LEVEL METER IRD-308	360
14	VIBRATION ANALYSER/DYNAMIC BALANCING M/C IRD 350	1450
15	VIBRATION ANALYSER/DYNAMIC BALANCING M/C IRD 360	2540
16	SHOCK PULSE METER	630
17	HV.DC TEST KIT UPTO 50 KV	540
18	HV.DC TEST KIT ABOVE 50 KV	1000
19	HV.AC TEST KIT UPTO 50KV	810
20	HV.AC TEST KIT ABOVE 50KV	2910
21	MOTORIZED MEGGER 2.5KV	400
22	MOTORIZED MEGGAR 5KV	450
23	OSCILLOSCOPE-DUAL BEAM INDIGENOUS	450
24	OSCILLOSCOPE-DUAL BEAM IMPORTED	1090
25	WAVEFORM ANALYSER	910
26	OSCILLOGRAPH/UV RECORDER 24 CHANNEL	1630
27	OSCILLOGRAPH/UV RECORDER 12 CHANNEL	1090
28	OSCILLOGRAPH/UV RECORDER 6 CHANNEL	910
29	DIGITAL LOW RESISTANCE METER	630
30	DC POTENTIOMETER	180
31	PRECISION DEAD WEIGHT TESTER	1000
32	OPTICAL ALIGNMENT KIT	1360
33	BOROSCOPE/FIBROSCOPE(NON FLEXIBLE)	1200
34	VERNIER THEODOLITE,PRECISION	1200
35	VERNIER THEODOLITE,ORDINARY	200
36	ENGINEERS PRECISION LEVEL/DUMPY LEVEL	120
37	ISKAMATIC 'A'	3200
38	CALIBRATOR '03'	1000
39	48 POLE EXTENDER CARD	200

RATES OF T&P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILERS ETC. FOR  
SUB-CONTRACTORS WORKING FOR BHEL FOR DOING BHEL JOBS

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
40	MULTIJET NPM	400
41	OSCILLOMETER	10190
42	VOC EQUIPMENT	1400
43	BINARY SIGNAL GENERATOR	290
44	ELECTRIC COUNTER	690
45	FREQUENCY GENERATOR	1000
46	DBF 3 VIBRATION RECORDER/ANALYSER	3270
47	L&T GOULD OSCILLOGRAPH 2-CHANNEL	490
48	L&T GOULD OSCILLOGRAPH 6-CHANNEL	1180
49	VIBROPORT 41/FFT ANALYSER	5460
50	ELCID kit	10010
51	UNIVERSAL CALIBRATION SYSTEM	2730
52	NATURAL FREQUENCY TESTER	2910
53	DIGITAL HARDNESS TESTER	360
54	ADRE 208 VIBRATION ANALYSER	7280
55	PCB DIAGNOSTIC REPAIR KIT	2000
56	SECONDARY INJECTION RELAY TEST KIT	5270
57	MICRO OHM METER	1450
58	DIGITAL MICRO OHM METER MEASURING RANGE: 200 $\mu\Omega$ TO 20K $\Omega$	3230
59	PMI Machine OLYMPUS make	3350
60	Mobile Lighting Mast - 9 metres (4X400 W)	860
61	10KVA RESISTANCE BRAZING MACHINE	140
62	RECURRENT SURGE OSCILLOGRAPH (RSO) TEST KIT WITH PORTABLE HANDHELD OSCILLOSCOPE.	460
63	HYDROGEN GAS LEAK DETECTOR	50
64	STATOR WEDGE ANALYZER KIT WITH COMPLETE ACCESSORIES	4980
65	WEDGE DEFLECTION KIT	80
66	TILE PRESSING MACHINE FOR GAS TURBINE	270
67	INDUCTION BRAZING MACHINE	4870
68	MAGNETIC COHESIVE FORCE (MCF) EQUIPMENT	3640
69	ULTRASONIC FLOW METER	180
70	PORTABLE VIBRATION ANALYSER (MODEL 811T)	40
71	CENTRIFUGAL PUMP SET FOR ACID CLEANING (WITH MOTOR AND PANEL) : PRESSURE -14KG/SQ CM. : FLOW 60 M3/HR	470
72	CENTRIFUGAL PUMP SET FOR ACID CLEANING (WITH MOTOR AND PANEL) : PRESSURE -30KG/SQ CM. : FLOW 15 M3/HR	430
73	HI SPEED MEMORY RECORDER, MAKE -YOKOGAWA, MODEL DL850E-Q-HE/B5/HD1	1810
74	TROLLEY MOUNTED HYDRAULIC JACK (100 MT)	1260
75	5KV Insulation Tester	450
76	4 Channel Digital Oscilloscope /Fast Recorder	1710
77	4 Channel Oscillographic Recorder	580
78	Sound Level Meter	230
79	Thermal Imaging Camera	770
80	Videoscope (Video Boroscope)	1510
81	DO (Dissolve Oxygen) Meter (0 to 1500 ppb)	1310
82	Conductivity Meter	80
83	Core Flux Test Kit	7280
84	Primary Current Injection Kit (2000A)	870
85	3 Phase Secondary Injection Kit ( Relay Test )	3760
86	FRF Filtration Kit	1330
87	FFT Analyser	2290

RATES OF T&P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILERS ETC. FOR  
SUB-CONTRACTORS WORKING FOR BHEL FOR DOING BHEL JOBS

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
88	Flue Gas Analyser	1030
89	Oil Test Kit ( Mineral Oil)-Transformer	1010
90	Winding Resistance kit ( R L C Load)	880
91	SFRA test Kit	1190
92	Tan Delta test Kit	4060
93	PF Meter	330
94	Ultrasonic Flow Meter	830
95	Oil Particle Counter	360

RATES OF T & P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILERS  
ETC. FOR OUTSIDE AGENCIES

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
I.	LIFTING EQUIPMENTS	
1	Strand Jack System for Boiler Drum Lifting	23250
2	MULTI SHEAVE PULLEY BLOCK 40/50T/60T	350
3	MULTI SHEAVE PULLEY BLOCK 100T	700
4	MULTI SHEAVE PULLEY BLOCK 150T	1400
5	ELCTRIC WINCH 5T	1410
6	ELCTRIC WINCH 10T	2620
7	ELECTRIC WINCH 15 T	2390
8	PASSENGER CUM GOODS HOIST 1T	2520
9	FURNACE MAINTENANCE PLATFORM	5600
10	Gang Operated Hydraulic Jack (Set of 4 Jacks - 175 MT each)	2330
II.	WELDING & HEAT TREATMENT EQUIPMENT	
1	125KW, 3KHZ, AIR-COOLED INDUCTION HEATING EQUIPMENT	18190
2	75KW, 10 KHZ, COMPACT INDUCTION HEATING EQUIPMENT	9090
3	WELDING GENERATOR 320/300 A	330
4	WELDING RECTIFIER 400A/300A	330
5	WELDING RECTIFIER 600A	440
6	DIESEL WELDING GENERATOR 400A/300A	440
7	TRANSFORMER,600A	330
8	TRANSFORMER 300/400A	220
III.	SERVICE PLANTS & ALLIED EQUIPT.	
1	500KVA DIESEL GENERATOR	4220
2	TRANSFORMER OIL FILTRATION EQUIPMENT 6000LPH	7070
3	-DO-, WITH STORAGE TANK	8080
4	OIL FILTRATION M/C, 250/500 LPH (OTHER THAN SILICON OIL)	1010
5	OIL FILTRATION M/C, 250GPH/1000LPH (OTHER THAN SILICON	1510
6	OIL FILTRATION M/C, 500GPH/2500LPH (OTHER THAN SILICON	2020
7	OIL FILTRATION M/C, 1000GPH/5000LPH (OTHER THAN SILICON	4040
8	Portable Lube Oil Purification Unit (Centrifuge M/c) Capacity: 750	1410
9	Low Vacuum de-hydration unit	700
10	DIESEL GENERATING SET,250 KVA	1970
11	DIESEL GENERATING SET,25 KVA	560
12	VACUUM PUMP(ABSOLUTE V.C.)	600
13	ACID CIRCULATING PUMP WITH MOTOR 120M HEAD, 150T/HR	1210
14	ACID TRANSFER PUMP 20/50 T/HR	600
15	DEWATERING PUMP (Kirloskar make,11KW/15HP)	90
16	HP Air compressor (32 Kg/Sq. Cm, 150 CFM)	4710

RATES OF T & P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILLERS  
ETC. FOR OUTSIDE AGENCIES

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
17	AIR COMPRESSORS 250/300/330/360/350 CFM	3030
18	AIR COMPRESSORS 140/150/190/210 CFM	1010
19	ACID CIRCULATING PUMP WITH MOTOR & STARTER, 200T/HR, 150M, 220 HP	2020
20	Industrial Blower 2000CFM	1410
21	Air Leak Test Blower (Flow: 40000 m <sup>3</sup> /Hr)	1290
22	Air Blower (Flow: 20000 m <sup>3</sup> /Hr)	1040
IV	<b>METAL FORMING /CUTTING EQUIPMENT</b>	
1	TUBE EXPANDING M/C PNEUMATIC 60-100 MM	700
2	ELECTRO HYDRAULIC PIPE BENDING M/C 4"	1810
3	BOLTING MACHINE (ALCOA/AVLOCK/ HUCK)	2000
4	-do- Gun with nose Assembly only	600
V	<b>TESTING/INSPECTION EQUIPMENT</b>	
1	DATA LOGGER for PG TESTING	41090
2	MOTORISED HYDRAULIC TEST PUMP 250kg/cmsq	880
3	MOTORISED HYDRAULIC TEST PUMP 400-450kg/cmsq	1210
4	MOTORISED HYDRAULIC TEST PUMP 600 KG/CMSQ	1410
5	HYDRAULIC TEST PUMP 800 KG/CMSQ	1480
6	HYDRAULIC TEST PUMP 1000 KG/CMSQ	2480
7	BOLT STRETCHING DEVICE	1010
8	BOROSCOPE/FIBROSCOPE FLEXIBLE TYPE (FLEXUX) IMPORTED	4040
9	ULTRASONIC FLAW DETECTOR	3030
10	MPI TEST KIT	400
11	GAS LEAK DETECTOR	300
12	VIBRATION/SOUND LEVEL METER IRD-306	400
13	VIBRATION/SOUND LEVEL METER IRD-308	400
14	VIBRATION ANALYSER/DYNAMIC BALANCING M/C IRD 350	1610
15	VIBRATION ANALYSER/DYNAMIC BALANCING M/C IRD 360	2830
16	SHOCK PULSE METER	700
17	HV.DC TEST KIT UPTO 50 KV	600
18	HV.DC TEST KIT ABOVE 50 KV	1110
19	HV.AC TEST KIT UPTO 50KV	900
20	HV.AC TEST KIT ABOVE 50KV	3230
21	MOTORISED MEGGER 2.5KV	440
22	MOTORISED MEGGER 5KV	500
23	OSCILLOSCOPE-DUAL BEAM INDIGENOUS	500
24	OSCILLOSCOPE-DUAL BEAM IMPORTED	1210

RATES OF T & P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILERS  
ETC. FOR OUTSIDE AGENCIES

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
25	WAVEFORM ANALYSER	1010
26	OSCILLOGRAPH/UV RECORDER 24 CHANNEL	1810
27	OSCILLOGRAPH/UV RECORDER 12 CHANNEL	1210
28	OSCILLOGRAPH/UV RECORDER 6 CHANNEL	1010
29	DIGITAL LOW RESISTANCE METER	700
30	DC POTENTIOMETER	200
31	PRECISION DEAD WEIGHT TESTER	1110
32	OPTICAL ALIGNMENT KIT	1510
33	BOROSCOPE/FIBROSCOPE(NON FLEXIBLE)	1330
34	VERNIER THEODOLITE,PRECISION	1330
35	VERNIER THEODOLITE,ORDINARY	220
36	ENGINEERS PRECISION LEVEL/DUMPY LEVEL	130
37	ISKAMATIC 'A'	3550
38	CALIBRATOR '03'	1110
39	48 POLE EXTENDER CARD	220
40	MULTIJET NPM	440
41	OSCILLOMETER	11320
42	VOC EQUIPMENT	1550
43	BINARY SIGNAL GENERATOR	320
44	ELECTRIC COUNTER	760
45	FREQUENCY GENERATOR	1110
46	DBF 3 VIBRATION RECORDER/ANALYSER	3630
47	L&T GOULD OSCILLOGRAPH 2-CHANNEL	540
48	L&T GOULD OSCILLOGRAPH 6-CHANNEL	1310
49	VIBROPORT 41/FFT ANALYSER	6060
50	ELCID kit	11120
51	UNIVERSAL CALIBRATION SYSTEM	3030
52	NATURAL FREQUENCY TESTER	3230
53	DIGITAL HARDNESS TESTER	400
54	ADRE 208 VIBRATION ANALYSER	8080
55	PCB DIAGNOSTIC REPAIR KIT	2220
56	SECONDARY INJECTION RELAY TEST KIT	5860
57	MICRO OHM METER	1610
58	DIGITAL MICRO OHM METER	3590
59	PMI Machine OLYMPUS make	3730
60	Mobile Lighting Mast -	960
61	10KVA RESISTANCE BRAZING MACHINE	160
62	RECURRENT SURGE OSCILLOGRAPH (RSO) TEST KIT WITH	510

**RATES OF T & P HIRE CHARGES FOR ITEMS OTHER THAN CRANES & TRAILLERS  
ETC. FOR OUTSIDE AGENCIES**

SL NO.	ITEM DESCRIPTION	Revised rates (Rs./Day) valid from 01/06/2019 to 31/5/2021
63	HYDROGEN GAS LEAK DETECTOR	60
64	STATOR WEDGE ANALYZER KIT WITH COMPLETE	5530
65	WEDGE DEFLECTION KIT	90
66	TILE PRESSING MACHINE FOR GAS TURBINE	300
67	INDUCTION BRAZING MACHINE	5410
68	MAGNETIC COHESIVE FORCE (MCF) EQUIPMENT	4040
69	ULTRASONIC FLOW METER	200
70	PORTABLE VIBRATION ANALYSER (MODEL 811T)	50
71	CENTRIFUGAL PUMP SET FOR ACID CLEANING (WITH MOTOR	520
72	CENTRIFUGAL PUMP SET FOR ACID CLEANING (WITH MOTOR	480
73	HI SPEED MEMORY RECORDER, MAKE -YOKOGAWA, MODEL	2010
74	TROLLEY MOUNTED HYDRAULIC JACK (100 MT)	1400
75	5KV Insulation Tester	500
76	4 Channel Digital Oscilloscope /Fast Recorder	1900
77	4 Channel Oscillographic Recorder	650
78	Sound Level Meter	260
79	Thermal Imaging Camera	860
80	Videoscope (Video Boroscope)	1680
81	DO (Dissolve Oxygen) Meter (0 to 1500 ppb)	1460
82	Conductivity Meter	90
83	Core Flux Test Kit	8090
84	Primary Current Injection Kit (2000A)	960
85	3 Phase Secondary Injection Kit ( Relay Test )	4180
86	FRF Filtration Kit	1480
87	FFT Analyser	2550
88	Flue Gas Analyser	1140
89	Oil Test Kit ( Mineral Oil)-Transformer	1120
90	Winding Resistance kit ( R L C Load)	970
91	SFRA test Kit	1320
92	Tan Delta test Kit	4510
93	PF Meter	360
94	Ultrasonic Flow Meter	920
95	Oil Particle Counter	400

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)  
(On non-Judicial paper of appropriate value)  
(Para 4.7.6 of Works Accounts Manual)

Bank Guarantee No.....  
Date.....

To  
(Employer's Name and Address)  
.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....<sup>1</sup> (Tender Conditions), M/s. ....<sup>2</sup> having its registered office at .....<sup>3</sup> (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....<sup>4</sup> invited by Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at *BHEL House, Siri Fort, Asiad, New Delhi – 110049* through its unit at *Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600035*

The Tender Conditions provide that the Tenderer shall pay a sum of Rs .....<sup>5</sup> as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of .....<sup>6</sup> is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the .....(Name & address of the Bank)  
..... having our Head Office at .....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.....<sup>6</sup> (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

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. .....<sup>6</sup>

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

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

We ..... Bank further agree 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 Tender or to extend the time of submission of 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

Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer 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 Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....<sup>7</sup> and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the .....<sup>8</sup> we shall be discharged from all liabilities under this Guarantee.

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.....<sup>6</sup>
- b) This Guarantee shall be valid up to .....<sup>7</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>8</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of  
(Name of the Bank)

(Signature of Authorised signatory)

Date.....

Place of Issue.....

<sup>1</sup> Details of the Invitation to Bid/Notice Inviting Tender (Tender Ref. No. Eg. - BHEL PSSR SCT XXXX)

<sup>2</sup> Name of Tenderer

<sup>3</sup> REGISTERED Office Address of the Tenderer

<sup>4</sup> Details of the Work i.e Tender Description

<sup>5</sup> EMD Amount as mentioned in Notice Inviting Tender

<sup>6</sup> BG Amount in words and Figures (BG Amount shall be Minimum of EMD amount less Rs. 2 Lakhs)

<sup>7</sup> Validity Date

<sup>8</sup> Date of Expiry of Claim Period (Claim Period shall be minimum of 3 Months after the validity date of Bank Guarantee)

Note:

1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
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's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
  - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
  - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

(On non-Judicial paper of appropriate value)

(Para 4.7.6 of Works Accounts Manual)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at *BHEL House, Siri Fort, Asiad, New Delhi – 110049* through its unit at *Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600035* having agreed to exempt

\_\_\_\_\_ <sup>1</sup> (Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_ <sup>2</sup> (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract arising vide Letter of Intent (LOI) reference No. \_\_\_\_\_ dated \_\_\_\_\_ <sup>3</sup> valued at Rs. \_\_\_\_\_ <sup>4</sup> (Rupees only)<sup>4</sup> (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ <sup>5</sup> (Rupees only),

We, the .....(Name & address of the Bank) ..... having our Head Office at .....(hereinafter referred to as the Bank), at the request of \_\_\_\_\_ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. \_\_\_\_\_ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

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. \_\_\_\_\_ <sup>5</sup>.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, 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 hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, 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 & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including \_\_\_\_\_ <sup>6</sup> and shall be extended from time to time for such period as may

be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>7</sup>, we shall be discharged from all the liability under this guarantee thereafter.

We, \_\_\_\_\_(indicate the name of the 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(s) 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(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) 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 not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor 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. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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.....<sup>5</sup>
- b) This Guarantee shall be valid up to .....<sup>6</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>7</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date \_\_\_\_\_ Day of \_\_\_\_\_  
for \_\_\_\_\_ (indicate the name of the Bank)

(Signature of Authorised signatory)

<sup>1</sup> NAME OF VENDOR /CONTRACTOR / SUPPLIER

<sup>2</sup> REGISTERED OFFICE ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> LETTER OF INTENT(LOI) REFERENCE NO. WITH DATE

<sup>4</sup> CONTRACT VALUE (AS MENTIONED IN LOI)

<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>6</sup> VALIDITY DATE

<sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD (CLAIM PERIOD SHALL BE MINIMUM OF 3 MONTHS AFTER VALIDITY DATE)

Note:

1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
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's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
    - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
    - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).

## **Procedure-2.3**

### **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 proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after

seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

- 15.** The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
- 16.** Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
- 17.** In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
- 18.** A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
- 19.** The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
- 20.** Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
- 21.** Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged

absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

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

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

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
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. Rs 75,000 (per Conciliator)

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
		<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>
<b>3</b>	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>
<b>4</b>	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>
<b>5</b>	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 /

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
		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.
- 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-5**

**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):

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

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-9**

**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.

## INTEGRITY PACT

### Between

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

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

### Preamble

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

Handling of materials at storage yard, transportation to site, Erection, Testing & Assistance for commissioning and Trial Operation of Main Boiler and its Auxiliaries, Air pre heaters, Ducts and Dampers, Fuel piping, Boiler integral piping, Fans, Mills and Feeders, Rotating equipment, SCR system (Selective Catalytic Reduction), application of Insulation & Refractory, including supply & application of final painting, Fabrication and Erection of Mill Bunker etc. for Package-A (Unit-2) & Package-B (Unit-4) of 5 X 800MW Yadadri TPS at Veerlapalem Village, Dameracherla Mandal, Nalgonda Dist, Telangana State.

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

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

### **Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an



advantage in relation to the tender process or the contract execution.

- 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a

*[Signature]*

transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers / Contractors", framed by the Principal.

#### **Section 4 - Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

#### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors**

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

#### **Section 8 - Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s) / Contractor(s) will grant the monitor,



upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations / views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made / lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

#### Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

संदीपन बिस्वास

**SANDIPAN BISWAS**

For & On behalf of the Principal - उप संविदा एवं कार्य  
 (Office Seal) For & On behalf of the Bidder / Contractor  
 Addl. General Manager - Sub Contracting & Purchasing  
 (Office Seal) Bharat Heavy Electricals Limited  
 Place: Chennai Power Sector - Southern Region  
 690, Anna Salai, Nandanam,  
 Date: 13/10/2020 Chennai - 600 035.

Witness:

अनिल कुमार

(Name & Address)

Deputy General Manager - SCT  
 Bharat Heavy Electricals Limited  
 Power Sector - Southern Region  
 690, Anna Salai, Nandanam,  
 Chennai - 600 035.

Witness:

(Name & Address)