

**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**FAX NO: 0091 1334 226462/223948**  
**PHONE NO: 0091 1334 284144**

**Sub: Requirement of SS Plates**

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam turbines, turbo generators and so on.

Bids are invited for following items through GeM Portal- <https://gem.gov.in>

Tender No	Item Description	Size (mm)	Qty. (Kg)	Lot Qty.	Delivery	Delivery Period (in No. of days from PO date)
F/F219/24/3174/K1	<b>HW1881702014</b> X2CRNI12 GRADE SHEETS/PLATES <b>SPECIFICATION:</b> <b>HW18802 REV 03</b>	<b>4 x 1250</b> <b>x 4000</b>	4000	Lot-1- 2400Kg Lot-2- 1600Kg	Lot 1- 30/06/2025 Lot 2- 30/09/2025	Lot 1: 90 days Lot 2: 180 days

**Remarks-**

1. Delivery period mentioned in enquiry is indicative, bidders to quote their best possible delivery.
2. Quantity tolerance  $\pm 10\%$  is acceptable in view of dimensional tolerances.
3. **Breach of Contract:**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Accordingly, recovery of an amount equivalent to 10% of the contract value shall be made in case of breach of contract.

4. Payment terms shall be as follows:

The payment shall be made within no. of days as defined in the below table from appointed day

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days

Medium Enterprises	60 days
Non MSME	90 days

**Appointed day means**

- The day of delivery of material i.e. C-Note Date, subject to submission of non-discrepant documents by vendor as per Purchase Order.
- Or
- Where there is any objection regarding acceptance of goods, the same shall be informed to supplier within fifteen days from the day of the delivery of good. Appointed day will be the day on which such objection is removed by the supplier.
- For BOIs, the appointed day means the date of receipt of material at respective project Site (i.e. MRC date).

**Note:** Benefits of MSE (Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves

5. “A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity’s interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if”
- a. They have controlling partner (s) in common; **or**
  - b. They receive or have received any direct or indirect subsidy/financial state from any of them; **or**
  - c. They have the same legal representative/ agent for purposes of this bid; **or**
  - d. They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
  - e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components / sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
  - f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent / dealer. There can be only one bid from the following:
    1. The principal manufacturer directly or through one Indian agent on his behalf; and
    2. Indian/ foreign agent on behalf of only one principal;

**or**

- g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;  
**or**
  - h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/ common business/ management units in same/ similar line of business.”
- 6. Vendor should raise inspection call for BHEL / TPI inspection at least 4 days in advance to the planned date of inspection. If customer inspection is envisaged at vendor's works, vendor should give inspection call at least 7 days in advance to the planned date of inspection.
- 7. For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
- 8. Test certificate and Guarantee certificate are required.

### **Pre- Qualification Requirements**

<b>PQR Point</b>	<b>Requirements</b>	<b>Vendor's reply</b>
<b>1</b>	Bidder should have experience of supplying steel sheets/plates of grade X2CrNi12 or any other stainless-steel grade (having Cr $\geq$ 9%). In support of the same, bidder should submit copy of at least one purchase order and its corresponding invoice and Test certificate/Mill certificate. The supply should be within last 5 years from date of enquiry issue.	
<b>2</b>	Bidder to confirm that they will meet all the requirement of BHEL-specification HW18802, Rev 03.	

<b>Sl No.</b>	<b>Quality Requirement</b>	<b>Vendor's confirmation (Y/N)</b>
<b>1</b>	Pre-dispatch inspection by BHEL TPIA TUV as per BHEL approved quality plan. vendor to endorse the attached quality plan with their sign & stamp.	

**Signature with stamp**

**Name:**

**Name of Firm:**

**Designation:**

**Date:**

**(Self-Certification for local content)**

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup>  
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

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To,

(BHEL HEEP Haridwar)

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) GeM Bid Specification No: .....

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (*specify the name of the organization here*) has a local content of \_\_\_\_\_ % and this meets the local content requirement for **'Class-I local supplier' / 'Class II local supplier'** \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

...

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

**\*\* - Strike out whichever is not applicable.**

**Note:**

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

**QUALITY PLAN**  
**(QA/PMD/001 Rev 00)**





MANUFACTURER'S NAME AND ADDRESS				QUALITY PLAN				TO BE FILLED BY BHEL				TO BE FILLED BY BHEL			
VENDOR'S NAME		ITEM	AS PER PO		QP NO.	QA/PMD/001									
BHEL			DRG. NO.	AS PER PO	REV	00									
			SPEC.	AS PER PO											
			REV	AS PER PO											
SL. NO.		COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY	REMARKS				
1		2	3	4	5	6	7	8	9	M	B	N	10		
		Page 2 of 2													

2.	IN CASE OF PROCUREMENT OF PLATES, PIPES, FLATS, ROUNDS, BARS, STRIPS ETC. IS PROCURED FROM TRADER/STOCKIST.												
2A	RECEIVING MATERIAL INSPECTION	IDENTIFICATION & VERIFICATION OF MILL TEST CERTIFICATES	CRITICAL	VERIFICATION OF MILL TC	100%	BHEL SPEC	BHEL SPEC	MILL TC / IR	✓	P	V	1. CO-RELATED ORIGINAL OR CO-RELATED COMPUTER GENERATED MATERIAL TEST CERTIFICATE (MTC). ORIGINATED FROM OEM (SEALED AND SIGNED BY OEM) 2. MILL TC (AS PER BHEL ORDERING DOCUMENTS) SHALL BE FROM MANUFACTURER IDENTIFIED IN PO 3. EVERY PLATES, PIPES, FLATS, ROUNDS, BARS, STRIPS ETC. MUST HAVE IDENTIFICATION MARKING OF STEEL MANUFACTURER AS PER APPLICABLE SPECIFICATION/ STANDARD. 4) CO-RELATION WITH TC ALONG WITH CORRELATED INVOICES (FROM STEEL MANUFACTURER TO BIDDER) TO BE PROVIDED WITH SUPPLY OF THE ITEMS.	
2B	For Pipes only	SAMPLE FOR CHEMICAL AND MECHANICAL TEST	MAJOR	VISUAL	AS PER ORDERING SPECIFICATION ON	AS PER ORDERING SPECIFICATION AND DOCUMENTS	AS PER ORDERING SPECIFICATION AND DOCUMENTS	REPORT	✓	P	W	-	
2C	For Pipes only	REPEAT TEST CHEMICAL COMPOSITION AND MECHANICAL PROPERTIES	MAJOR	VISUAL AND MEASUREMENT	AS PER ORDERING SPECIFICATION ON	AS PER ORDERING SPECIFICATION AND DOCUMENTS	AS PER ORDERING SPECIFICATION AND DOCUMENTS	REPORT	✓	P	W	-	TESTING TO BE DONE IN NABL APPROVED LABORATORY ONLY.


NOTE: 1) TPIA TO REVIEW ALL THE REMAINING TCs AS PER ORDERING TCs AS PER ORDERING DRAWING / SPEC / DOCUMENTS (AS APPLICABLE).





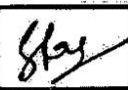
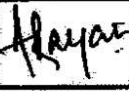
MANUFACTURER/SUBCONTRACTOR		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' UNDER COLUMN 'D' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR/VENDOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / BHEL NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		FOR CUSTOMER USE		APPROVED BY	
Digitally Signed by Indra Bhushan Kumar DN: cn=Indra Bhushan Kumar, o=BHEL, ou=BHEL, email=ibkumar@bhel.co.in Date: 2024.11.27 14:59:16 +05:30 Reason version: 2014.004.20272							

**(Specification)**

**HW18802 Rev:03**

चिह्न एवं तारीख SIGN & DATE		संस्थान क्रय विनिर्देश (हीप : हरिद्वार) <b>PLANT PURCHASE SPECIFICATION</b> (HEEP: HARIDWAR)	<b>HW18802</b> मुख्य पृष्ठ PREFACE SHEET
सामग्री सूची संख्या को प्रतिबिम्बित कराई SUPERSEDES INVENTORY NO. सामग्री	<p align="center"> <b>STAINLESS STEEL STRIP/PLATE</b>  <b>Grade X2CrNi 12</b> </p> <p align="center">         केवल आंतरिक प्रयोग हेतु          प्रदायक को देने से पूर्व इस मुख्य पृष्ठ को निकाल दें ।  <b>FOR INTERNAL USE ONLY</b>  <b>REMOVE THIS PREFACE BEFORE ISSUE TO SUPPLIERS..</b> </p>		
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	<p>         समतुल्य मानक / सूची आदि          COMPARABLE STANDARDS / CATALOGUES ETC.       </p>		
स्वत्वाधिकार एवं गोपनीय इस दस्तावेज में दी गई सूचना भारत हेवी एलेक्ट्रिकल लिमिटेड की संपत्ति है इसका प्रयोग एवं प्रसारण केवल इसी उद्देश्य के लिए ही किया जा सकता है जो कि संस्था के हित में हो। अन्यथा इसका प्रयोग करना गैर कानूनी होगा।	<p>         सुझाए / सम्भावित प्रदायक एवं श्रेणी          SUGGESTED / PROBABLE SUPPLIERS AND GRADES.       </p>		
चिह्न एवं तारीख SIGN & DATE	कोई अन्य जानकारी ANY OTHER INFORMATION	TLV6237 01 March'2014	
सामग्री सूची संख्या INVENTORY NO. P. 3719	REV.NO. 03 Dt. 14.12.19 (SUPERSEDES)	स्वीकृति संस्थान मानकीकरण समिति APPROVED : PLANT STANDARDIZATION COMMITTEE निर्माण PREPARED : MTE	जारी ISSUED : TSX दिनांक DATE : 29.03.99 Gr. No. 2.60

दिनांक एवं हस्ताक्षर SIGN & DATE			<b>संस्थान क्रय विनिर्देश (हीप : हरिद्वार)</b> <b>PLANT PURCHASE SPECIFICATION</b> <b>(HEEP: HARIDWAR)</b>	<b>HW18802</b>																																				
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<p><b>1.0 SCOPE:</b>          This material specification governs the quality of strip/plates, steel grade X2CrNi12 material no 1.4003 as per EN10028, Part 7.          Alternatively, plate, sheet and strip as per ASTM A240 Grade S40977 is also acceptable.</p> <p><b>2.0 APPLICATION:</b>          The sheets are required for manufacture of Turbine guide blades.</p> <p><b>3.0 CONDITION OF DELIVERY:</b>          The sheets shall be supplied in annealed condition.</p> <p><b>4.0 DIMENSIONS AND TOLERANCES:</b>          The plates/sheets shall be supplied to the ordered dimensions. The tolerances shall be as per EN 10028 Part 7 or ASTM A240 as applicable.</p> <p><b>5.0 MANUFACTURE:</b>          The steel shall be manufactured as per EN10028 Part 7 or ASTM A240 as applicable.</p> <p><b>6.0 HEAT TREATMENT:</b>          The sheets shall be supplied in heat treated condition as per EN 10028 Part 7 or ASTM A240 as applicable.</p> <p><b>7.0 FREEDOM FROM DEFECTS:</b>          The plates/sheets shall be free from defects such as cracks, flakes, seams, segregation, inclusion and other defects.</p> <p><b>8.0 CHEMICAL COMPOSITION:</b>          The chemical composition of the steel shall be as per EN 10028 Part 7 or ASTM A 240 Grade S40977.</p>																																								
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भारत एवं हरिद्वार SIGN & DATE  भारतीय सूची संख्या INVENTORY NO. भारतीय सूची संख्या को अविवक्षित करना है		संस्थान क्रय विनिर्देश (हीप : हरिद्वार) <b>PLANT PURCHASE SPECIFICATION</b> (HEEP: HARIDWAR)		HW18802 पृष्ठ का <b>Page 2 of 2</b>	
		<p><b>9.0 MECHANICAL PROPERTIES:</b></p> <p>The Sheets/Strip/Plates shall conform to the following Mechanical properties as per EN10028-7 or ASTM A240 Grade S40977 as applicable.</p> <p><u>Additional requirements for ASTM A240 Grade S40977:</u></p> <p>a) In case of testing in transverse direction for thickness <math>\leq 12</math> mm:</p> <ul style="list-style-type: none"> <li>- 0.2% Proof Strength shall be <math>\geq 320</math>MPa</li> </ul> <p>b) For thickness <math>\geq 6</math>mm; Charpy V-test in transverse direction <math>\geq 50</math>J (average value)</p> <p><b>10.0 MARKING:</b></p> <p>The marking shall be done as per EN 10028 Part 7 or ASTM A240 as applicable.</p> <p><b>11.0 TEST CERTIFICATES:</b></p> <p>Test Certificates as per 3.1, EN 10204 shall be furnished by the supplier giving the following Information:</p> <ol style="list-style-type: none"> <li>1. BHEL Order No.</li> <li>2. Steel grade X2CrNi12, EN10028-7 or ASTM A240 Grade S40977</li> <li>3. Heat no, Heat analysis, Melting process.</li> <li>4. Test Results of Mechanical Properties.</li> <li>5. Details of Heat Treatment followed by the supplier.</li> <li>7. Confirmation of visual inspection</li> <li>8. Confirmation of verification inspection</li> </ol> <p><b>12.0 CROSS REFERRED STANDARD: EN 10028-7, EN10204, ASTM A240</b></p>			
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स्वाम्यधिकार एवं गोपनीय यह दस्तावेज भारत भारत हीप उपकरण निर्यात की संपत्ति है इसका प्रयोग एवं प्रसारण के बिना या इसके प्रयोग को किसी भी रूप में पुनर्निर्माण नहीं किया जाये।					
भारत एवं हरिद्वार SIGN & DATE 14/12/19	REV. NO. 03				
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			जांचकर्ता CHECKED BY ASHISH RANJAN	29.11.2019 	



## **Buyer Added Bid Specific Additional Terms & Conditions (ATC)**

1	<p><b>SCOPE OF SUPPLY:</b>  Supply of <b>goods</b> to <b>HEEP BHEL Haridwar</b>, on F.O.R. Destination Basis.  Specification is as <b>per Buyer Specification Document</b>.  Unloading of materials at Destination shall be in BHEL's scope.</p>
2	<p><b>PRICE BASIS:</b>  Price in INR (Including all cost components) should be quoted for <b>F.O.R. HEEP BHEL Haridwar</b>  <b>GSTIN : 05AAACB4146P1ZL</b></p>
3	<p><b>INSPECTION / INSPECTION &amp; TESTING AT SUPPLIERS WORKS:</b>  BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the Supplier/Vendor.  BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost.</p>
4	<p><b>TAXES &amp; DUTIES:</b>  <b>4.1</b> The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods &amp; services consumed and output goods &amp; services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value ( i. e. amount paid by BHEL + overhead)  However, provisions regarding <b>GST</b> on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.  <b>4.2 GST (Goods and Services Tax)</b>  <b>4.2.1</b> Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.  <b>4.2.2</b> The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL &amp; its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL &amp; its Supplier/Vendor.  <b>4.2.3</b> Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.  <b>4.2.4</b> Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.  <b>4.2.5</b> Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.</p>

**4.2.6** Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.

**4.2.7** Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.

**4.2.8** Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -

a) Supply of goods and/or services have been received by BHEL.

b) Original Tax Invoice has been submitted to BHEL.

c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.

d) In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.

e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.

f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.

g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

**4.2.9** Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.

**4.2.10** TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.

**4.2.11** Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills , road permits etc. required for transportation of goods needs to be arranged by the contractor.

**4.2.12** Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

**4.2.13** In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.



	<p><b>4.2.14</b> Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.</p> <p><b>4.2.15</b> In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.</p> <p><b>4.2.16 Variation in Taxes &amp; Duties:</b> Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p> <p><b>4.3 Income Tax:</b> <b>TDS/TCS</b> as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.</p>						
5	<p><b>DELIVERY:</b> <b>As per Buyer Specification Document/ Bid document</b> (Supply of material shall commence immediately &amp; completed within delivery period as per buyer specification document/ Bid document.)</p> <p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>1. If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.</li> </ol>						
6	<p><b>TRANSIT INSURANCE:</b> Transit Insurance of material is in Supplier/Vendor's scope. Supplier/Vendor shall insure the material at their cost for transportation.</p>						
7	<p><b>PAYMENT TERMS:</b> The payment shall be made within no. of days as defined in the below table from appointed day.</p> <table border="1"> <thead> <tr> <th>Type of Bidder</th><th>Within Number of Days</th></tr> </thead> <tbody> <tr> <td>Micro &amp; Small Enterprises (MSEs)</td><td>45 days</td></tr> <tr> <td>Medium Enterprises</td><td>60 days</td></tr> </tbody> </table>	Type of Bidder	Within Number of Days	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days
Type of Bidder	Within Number of Days						
Micro & Small Enterprises (MSEs)	45 days						
Medium Enterprises	60 days						

	Non MSME	90 days
	<p><b>Appointed day means</b></p> <ul style="list-style-type: none"> <li>• The day of delivery of material i.e. C-Note Date, subject to submission of non-discrepant documents by vendor as per Purchase Order.</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>• Where there is any objection regarding acceptance of goods, the same shall be informed to supplier within fifteen days from the day of the delivery of good. Appointed day will be the day on which such objection is removed by the supplier.</li> <li>• For BOIs, the appointed day means the date of receipt of material at respective project Site (i.e. MRC date).</li> </ul>	
8	<p><b>DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL/BILLING DOCUMENTS:</b></p> <p>The following documents are required to be sent with material dispatch/Billing Documents:</p> <ul style="list-style-type: none"> <li>• Original Tax Invoice (As per Cl. No. 4 above).</li> <li>• Copy of LR/GR.</li> <li>• Test Certificate in Original</li> <li>• Warranty/Guarantee Certificate.</li> <li>• Pre-despatch inspection documents/test reports, NDT reports if any as per PO</li> <li>• GST compliance certificate</li> <li>• Any other relevant document</li> </ul> <p><b>The above documents (hard copies) are also required to be sent to Purchase section at the following address:</b></p> <p><b>Sr. Manager (PPX-F)</b>  <b>4<sup>th</sup> Floor, Main Administrative Building,</b>  <b>Heavy Electricals Equipment Plant,</b>  <b>BHEL, Haridwar, Uttarakhand-249403</b></p>	
9	<p><b>BANK DETAILS FOR EMD &amp; PERFORMANCE SECURITY SUBMISSION:</b></p> <p>For Electronic Fund Transfer the details are as below:</p> <p>a) Name of the Beneficiary: Bharat Heavy Electricals Limited</p> <p>b) Bank Particulars:</p> <p>Name of the Company - BHARAT HEAVY ELECTRICALS LTD.  Address of the company - BHARAT HEAVY ELECTRICALS LIMITED, HEEP, HARIDWAR  Name of the bank - STATE BANK OF INDIA  Bank branch - BHEL MAIN GATE, SECTOR-5, RANIPUR,  HARIDWAR, UTTARAKHAND, INDIA-249403  Branch code -  Account Number – 10667995458  Account type – Current A/C  IFSC code - SBIN0000586</p>	

	MICR code – <b>249002005</b>
9	<b>EMD: Not Applicable.</b>
10	<b>PERFORMANCE SECURITY: Not Applicable.</b>
11	<p><b>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</b></p> <p><b>11.1</b> The following shall amount to breach of contract:</p> <p>I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</p> <p>II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</p> <p>III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</p> <p>IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</p> <p>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</p> <p>VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</p> <p>VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</p> <p>IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.</p> <p>X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> <p><b>11.2 Remedies in case of Breach of Contract.</b></p> <p>i) Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</p> <p>ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available</p>

with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.

iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.

v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:

a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.

b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.

vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.

vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.

viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

**Note:**

1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners ; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

**LD against delay in executed supply in case of Termination of Contract:**

LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value

	<p>of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below.</p> <p>i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</p> <p>ii. Let the value of executed supply till the time of termination of contract= X</p> <p>iii. Let the Total Executable Value of supply for which inputs/fronTS were made available to Supplier/Vendor and were planned for execution till termination of contract = Y</p> <p>iv. Delay in executed supply attributable to Supplier/Vendor i.e. <math>T2=[1-(X/Y)] \times T1</math></p> <p>v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor.</p>												
12	<p><b>GUARANTEE/WARRANTY:</b></p> <p>Goods shall comply with the specifications for material, workmanship and performance.</p> <p>Guarantee period for Supply of <b>tender items</b> shall be <b>18</b> calendar months from the date of dispatch.</p>												
13	<p><b>MICRO AND SMALL ENTERPRISES (MSE):</b></p> <p>Any Bidder falling under MSE category shall furnish the following details &amp; submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table><tr><th>Type under MSE</th><th>SC/ST Owned</th><th>Women Owned</th><th>Others (excluding SC/ST &amp; Women owned)</th></tr><tr><td>Micro</td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td></tr></table> <p><b>Note:</b> If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS &amp; DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p>	Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women owned)	Micro				Small			
Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women owned)										
Micro													
Small													
14	<p><b>LIQUIDATED DAMAGE:</b></p>												

	<p>Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be. Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.</p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. This is in line with GeM GTC.</p>
15	<b>INTEGRITY PACT: Not Applicable</b>
16	<p><b>PREFERENCE TO MAKE IN INDIA:</b> For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.</p> <p><b>16.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</b> I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:-</p> <ol style="list-style-type: none"> <li>An entity incorporated established or registered in such a country; or</li> <li>A subsidiary of an entity incorporated established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>An entity whose beneficial owner is situated in such a country; or</li> <li>An Indian (or other) agent of such an entity; or</li> <li>A natural person who is a citizen of such a country; or</li> <li>A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</li> </ol>

	<p>IV. The beneficial owner for the purpose of (III) above will be as under:</p> <p>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation:</p> <p>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</p> <p>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>Note: (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided.</p> <p>(ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.</p>
17	<p><b>SPECIAL CONDITIONS:</b></p> <p><b>a. Benefits of MSE</b> (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockiest / Dealers / Traders etc. for the items offered but not manufactured by themselves.</p> <p><b>b. Deviations (Technical or Commercial),</b> <u>if any, must be mentioned explicitly in your offer (Part-I). If not mentioned, it will be construed that no deviations are there in your offer w.r.t. the tender.</u></p>

**Settlement of Dispute**

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer ( to be nominated by BHEL for settlement of disputes arising out of the contract ) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 18.1.

**18.1 Conciliation:**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com))).

**Note:** Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

**18.2 ARBITRATION:**

18.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to 'Delhi International Arbitration Centre' and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

18.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit,



BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

18.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution: Delhi International Arbitration Centre and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

18.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

18.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be 'Delhi International Arbitration Centre' .

18.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Haridwar.

18.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

18.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

18.2.9 In case the disputed amount (Claim, Counter claim including. interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

18.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of above clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

	<p><b>18.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.</p>
19	<p><b>JURISDICTION</b></p> <p>Subject to above mentioned clause 18 of this contract, the Civil Court having original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p> <p><b>GOVERNING LAWS</b></p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India.</p> <p><b>Note: All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Haridwar.</b></p>
20	<p><b>FORCE MAJEURE</b></p> <p>"Force Majeure" shall mean circumstance which is:</p> <ol style="list-style-type: none"> <li>beyond control of either of the parties to contract,</li> <li>either of the parties could not reasonably have provided against the event before entering into the contract,</li> <li>having arisen, either of the parties could not reasonably have avoided or overcome, and</li> <li>is not substantially attributable to either of the parties</li> </ol> <p>And</p> <p>Prevents the performance of the contract,</p> <p>Such circumstances include but shall not be limited to:</p> <ol style="list-style-type: none"> <li>War, hostilities , invasion, act of foreign enemies.</li> <li>Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</li> <li>Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.</li> <li>Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</li> <li>Epidemic, pandemic etc.</li> </ol> <p>The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party:</p> <ol style="list-style-type: none"> <li>any strike, work-to-rule action, go-slow or similar labour difficulty</li> <li>late delivery of equipment or material (unless caused by Force Majeure event) and</li> </ol>

	<p>(c) economic hardship.</p> <p>If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ol style="list-style-type: none"> <li>Constitute a default or breach of the Contract.</li> <li>Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</li> </ol> <p>BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p>
21	<p><b>Cartel Formation</b></p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>
22	<p><b>Fraud Prevention Policy</b></p> <p>Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>
23	<p><b>Suspension of Business Dealings with Suppliers / Contractors:</b></p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com">http://www.bhel.com</a>.</p>

24	<p>Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-</p> <ol style="list-style-type: none"> <li>1. Name: Sonu Kumar E-mail id: sonuk@bhel.in Phone No. 01334-28-4144</li> <li>2. Name: Praveen Kumar Singh E-mail id: pk-singh@bhel.in Phone No. 01334-28-4144</li> </ol>
25	<p><b>Order of Precedence:</b> In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> <li>1. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</li> <li>2. Buyer Added Bid Specific ATC</li> <li>3. GeM Bid Technical Conditions of Contract (TCC)</li> <li>4. GeM GTC</li> </ol>
26	<p><b>Conflict of Interest:</b> “A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity’s interests. <b>The bidder found to have a conflict of interest shall be disqualified.</b> A bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if”</p> <ol style="list-style-type: none"> <li>a. They have controlling partner (s) in common; <b>or</b></li> <li>b. They receive or have received any direct or indirect subsidy/financial state from any of them; <b>or</b></li> <li>c. They have the same legal representative/ agent for purposes of this bid; <b>or</b></li> <li>d. They have relationship with each other, directly or through common third parties, <u>that puts them in a position to have access to information about or influence on the bid of another Bidder;</u> <b>or</b></li> <li>e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. <u>However, this does not limit the inclusion of the components / sub-assembly/ Assemblies from one bidding manufacturer in more than one bid;</u> <b>or</b></li> <li>f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent / dealer. There can be only one bid from the following: <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/ foreign agent on behalf of only one principal;</li> </ol> </li> </ol> <p style="text-align: center;"><b>or</b></p>

	<p>g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; <b>or</b></p> <p>h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/ common business/ management units in same/ similar line of business.”</p>
26	<p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.</li> <li>2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS - Annexure-A, will lead to rejection of offer.</li> <li>3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</li> <li>4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.</li> <li>5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</li> <li>6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.</li> </ol>