

## TECHNICAL CATALOGUE

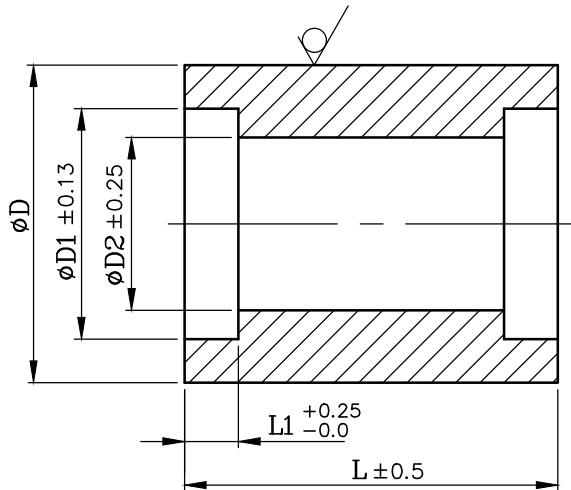
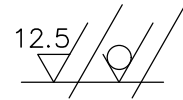
<b>Material Code :</b>	961750090000
<b>Item Description :</b>	NIPPLE 3/8 STD SA105 NPT-M
<b>Detailed Description :</b>	<b>Nipple NB10 Sch STD L=100 NPT MALE CS [SA106GRB/SA105] (OD 17.1x2.31)</b>

<b>Material Code :</b>	925163040000
<b>Item Description :</b>	RED COUPLING 1/2" 3/8" STD NPT-F
<b>Detailed Description :</b>	<b>RED COUPLING NB15/NB10 Sch STD NPT FEMALE CS [SA105] (OD21.3X2.77/17.1X2.31)</b>

<b>Material Code :</b>	925162100000
<b>Item Description :</b>	SW FULL COUPLING NB15 CL3000 SA105
<b>Detailed Description :</b>	<b>SOCKET WELDED FULL COUPLING NB15 CL3000 SA105 (OD21.3X3.73) CS</b>

<b>Material Code :</b>	925040930000
<b>Item Description :</b>	2" SW COUPLING SA105
<b>Detailed Description :</b>	<b>As per the drawing 4-42-000-02445</b>

REV 01	DATE 04.09.95	ALTERED : CHD & APPD :	REV 02	DATE 02.12.16	ALTERED : PREETAM KUMAR CHD & APPD : M.ANBAZHAGAN
NOTE-03 ADDED			DRAWN IN AUTOCAD		



VAR NO	NPS	D	D1	D2	L	L1
01	1/2"	32	21.84	15.75	30	9.65
02	1"	50	33.91	26.65	40	12.70
03	1 1/2"	63	48.77	40.95	40	12.70
04	2"	80	61.21	52.50	50	15.75

### NOTE:

- DIMENSIONS D1,D2 & L1 ARE AS PER ANSI B16.11
- RATING 3000LBS
- FOR NON IBR, ATTESTATION NOT REQUIRED

04	2" SW COUPLING ROD D80 ; 50 L	153391440000 SA 105	A		0.931
03	1 1/2" SW COUPLING ROD D63 ; 40 L	153391430000 SA 105	A		0.456
02	1" SW COUPLING ROD D50 ; 40 L	153391420000 SA 105	A		0.372
01	1/2" SW COUPLING ROD D32 ; 30 L	153391400000 SA 105	A		0.116
VARIANT NUMBER	DESCRIPTION	STD	MATERIAL CODE	A/C/P	UNIT WEIGHT
					QUANTITY



Bharat Heavy Electricals Ltd  
UNIT: HIGH PRESSURE BOILER PLANT  
TIRUCHIRAPALLI - 620014

DRN	NAME M.VELANDI	SIGNATURE -Sd-	DATE 04-06-1985
CHD	M.J.S	-Sd-	04-06-1985
APPD	S.K.S	-Sd-	05-06-1985

DEPT FS/PE/FB	ALL DIMENSIONS ARE IN MM	PROJECTION 	SCALE NTS	WEIGHT (Kg) 	REF TO ASSY / OLD DWG —
CODE 129					
TITLE SW COUPLING					DRAWING NO : 4-42-000-02445
					REV 02



ANNEXURE- 1CHECK LIST

NOTE: - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

A	Name and Address of the Supplier		
B	GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)		
C	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
D	EMD DETAILS		
E	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	Not Applicable	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	<b>Applicable</b>	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	Not Applicable	YES / NO
iv.	Copy of PAN Card & GST registration	Not Applicable	YES / NO
v.	Submission of MSE certificate as specified in Tender	Not Applicable	YES / NO
vi.	Offer forwarding letter / tender submission letter as per Annexure 2	Not Applicable	YES / NO
vii.	Submission of Certificate of No Deviation as per Annexure 3	<b>Applicable</b>	YES / NO
viii.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure 4	Not Applicable	YES / NO
ix.	Declaration by Authorized Signatory as per Annexure 5	Not Applicable	YES / NO
x.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure 6	Not Applicable	YES / NO

xi.	Submission of Non-Disclosure Certificate as per Annexure 7	Not Applicable	YES / NO
xii.	Submission of Integrity Pact as specified in Tender as per Annexure 8	Not Applicable	YES / NO
xiii.	Declaration confirming knowledge about Site Conditions as per Annexure 9	Not Applicable	YES / NO
xiv.	Declaration reg. Related Firms & their areas of Activities as per Annexure 10	Not Applicable	YES / NO
xv.	Declaration for relation in BHEL as per Annexure 11	Not Applicable	YES / NO
xvi.	Declaration reg. minimum local content in line with revised public procurement as per Annexure 12	Not Applicable	YES / NO
xvii.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure 13	Not Applicable	YES / NO
xviii.	Bank Account Details for E-Payment as per Annexure 14	Not Applicable	YES / NO
xix.	Power of Attorney for submission of tender as per Annexure 15	Not Applicable	YES / NO
xx.	Proforma of Bank Guarantee for Earnest Money as per Annexure 16	Not Applicable	YES / NO

NOTE strike off 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed above applicable documents are liable to be summarily rejected.

DATE :

Sign. of the AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)

**BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI-620 014.**

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

**Note:** This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical bid.

**Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation. (If otherwise mentioned).**

SI No	BHEL Requirements	Supplier Comments																				
01	<p>The offer of OEM vendor- M/s METPRESS ENGINEERING WORKS, will only be considered for this tender; offers received from other vendors / bidders will not be considered.</p> <p>Pre-Qualification Criteria: NA</p>																					
02	<p><b>Scope of Supply:</b></p> <p>Supply of fittings to NALCO Damanjodi Site, Odisha on F.O.R. Destination Basis.</p> <table><tr><th>Material code</th><th>Item</th><th>Specification</th><th>Qty (Nos)</th></tr><tr><td>961750090000</td><td>NIPPLE 3/8 STD SA105 NPT-M</td><td>Nipple NB10 Sch STD L=100 NPT MALE CS [SA106GRB/SA105] (OD 17.1x2.31)</td><td>4</td></tr><tr><td>925163040000</td><td>RED COUPLING 1/2" 3/8" STD NPT-F</td><td>RED COUPLING NB15/NB10 Sch STD NPT FEMALE CS [SA105] (OD21.3X2.77/17.1X2.31)</td><td>4</td></tr><tr><td>925162100000</td><td>SW FULL COUPLING NB15 CL3000 SA105</td><td>SOCKET WELDED FULL COUPLING NB15 CL3000 SA105 (OD21.3X3.73) CS</td><td>75</td></tr><tr><td>925040930000</td><td>2" SW COUPLING SA105</td><td>As per the drawing 4-42-000-02445</td><td>1</td></tr></table> <p>Unloading of materials at Destination / Site shall be in BHEL’s scope.</p>	Material code	Item	Specification	Qty (Nos)	961750090000	NIPPLE 3/8 STD SA105 NPT-M	Nipple NB10 Sch STD L=100 NPT MALE CS [SA106GRB/SA105] (OD 17.1x2.31)	4	925163040000	RED COUPLING 1/2" 3/8" STD NPT-F	RED COUPLING NB15/NB10 Sch STD NPT FEMALE CS [SA105] (OD21.3X2.77/17.1X2.31)	4	925162100000	SW FULL COUPLING NB15 CL3000 SA105	SOCKET WELDED FULL COUPLING NB15 CL3000 SA105 (OD21.3X3.73) CS	75	925040930000	2" SW COUPLING SA105	As per the drawing 4-42-000-02445	1	
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03	<p><b>PRICE BASIS:</b></p> <p>Price in INR should be quoted for F.O.R. DESTINATION delivery to NALCO Damanjodi, Odisha</p> <p>GSTIN : Will be provided during dispatch</p>																					
04	<p><b>TAXES &amp; DUTIES:</b></p> <p><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).</p> <p>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.</p> <p><b>4.2 GST (Goods and Services Tax)</b></p> <p><b>4.2.1</b> GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor’s scope; therefore, contractor’s price/rates shall be <b>exclusive</b> of GST. Reimbursement of GST is subject to compliance</p>																					

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.

**4.2.2** The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.

**4.2.3** 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.

**4.2.4** 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.

**4.2.5** 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.

**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.

	<p><b>4.2.12</b> 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.</p> <p><b>4.2.13</b> 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> <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></p> <p>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.</p> <p>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.</p> <p>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></p> <p><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>	
<b>05</b>	<b>Not Applicable</b>	
<b>06</b>	<b>Not Applicable</b>	
<b>07</b>	<p><b>DELIVERY:</b></p> <p>20 days from placement of PO (including Manufacturing, Inspection, Packing, Forwarding and delivery at project site/stores).</p> <p><b>NOTE:</b></p> <p>a) 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.</p> <p>b) In case BHEL increase the quantity during currency of the contract in line with quantity variation clause of GeM bid, delivery extension shall be given for supply of these additional quantity.</p>	
<b>08</b>	<p><b>TRANSIT INSURANCE:</b></p> <p>Transit Insurance of material is in BHEL scope.</p>	
<b>09</b>	<p><b>PAYMENT TERMS:</b></p> <p>a)</p> <p>i) FOR NON MSME Bidders, 100% payment shall be released within 90 days</p> <p>ii) FOR MSE Bidders, 100% payment shall be released within 45 days</p> <p>iii) FOR MEDIUM ENTERPRISES Bidders, 100% payment shall be released within 60 days</p>	

	<p><b>Date for reckoning Payment due date</b> 1. For Direct to Site (DTS), due date will be considered from the Site Acknowledgement date (Against submission of GST invoice, e-Way Bill for full load/ latest e-way bill for part load, site acknowledgement and as per Cl.No.10 given below)</p> <p><b>b) NO INTEREST PAYABLE TO CONTRACTOR</b></p> <p>No interest shall be payable on the security deposit or any other money due to the Supplier.</p>	
10	<p><b>DOCUMENTS REQUIRED FOR BILL PROCESSING:</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>• Duplicate for Transporter</li> <li>• LR copy</li> <li>• Site Acknowledgement</li> </ul>	
11	<b>BANK DETAILS FOR EMD &amp; PERFORMANCE SECURITY SUBMISSION: Not applicable</b>	
12	<b>EARNEST MONEY DEPOSIT: Not Applicable.</b>	
13	<b>PERFORMANCE SECURITY: Not Applicable</b>	
14	<p><b>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</b></p> <p><b>14.1</b> The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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</li> <li>The Supplier/Vendor delivers equipment/ material not of the contracted quality.</li> <li>The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</li> <li>Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</li> <li>Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</li> <li>Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol> <p><b>Note-</b> Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days. In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p> <p><b>14.2 Remedies in case of Breach of Contract.</b></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.
- 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 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 of LD, contract value shall be taken as Executed Value of supply till termination of contract.

Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.

- 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
- ii. **Let the value of executed supply till the time of termination of contract= X**
- 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

	<div><div>iv. Delay in executed supply attributable to Supplier/Vendor i.e. <math>T2=[1-(X/Y)] \times T1</math></div><div>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.</div></div>																
15	<b>BILL TO/ SHIP TO ADDRESS:</b>  <b>BHEL Trichy Tamilnadu 620014</b>																
16	<b>GUARANTEE/WARRANTY:</b> <b>Guarantee period for Supply of the tendered item shall be 12 months from the date of dispatch for manufacturing defects only</b>																
17	<b>MICRO AND SMALL ENTERPRISES (MSE): Not applicabe</b>  Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. <table><tr><td>Type under MSE</td><td>UDYAM No</td><td>SC/ST Owned</td><td>Women Owned</td><td>Others (Excluding SC/ST/Women)</td></tr><tr><td>Micro</td><td></td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td><td></td></tr></table> <p>Note: 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> <p>b) Material entry date (Gate Entry date) will be considered for payment due date calculation (when no objections are raised by BHEL). If such objection(s) is raised within 15 days of zero date /last closure of objection and payment due date will be accordingly revised considering date on which vendor has successfully replied against objection as zero date.</p> <p>c) As per the public procurement policy notified by the central government, micro and small enterprises quoting within the price band of L1 +15% shall be allowed to supply a portion of the requirement up to 25% of the tender value subject to condition that such enterprises bring down their price to L1 price where L1 price is from other than a micro and small enterprise. If L1 offer is from a micro / small enterprise, this provision will not be applicable.</p>	Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)	Micro					Small					
Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)													
Micro																	
Small																	
18	<b>LIQUIDATED DAMAGE:</b> 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. 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.  Date of reckoning LD shall be site acknowledgement date for direct to site dispatches and vehicle/ gate entry date for Trichy stores dispatches.																
19	<b>INTEGRITY PACT (IP): Not Applicable</b>																

20	<b>PREFERENCE TO MAKE IN INDIA:</b> Not Applicable	
21	<p><b>Settlement of Dispute:</b></p> <p>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.</p> <p>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 21.1</p> <p><b>21.1 Conciliation:</b></p> <p>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 <a href="http://www.bhel.com">www.bhel.com</a>)).</p> <p><b>Note:</b> 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.</p> <p><b>21.2 ARBITRATION:</b></p> <p>21.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 14.1 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 <b>Madras High Court, Arbitration Centre (MHCAC)</b> and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p> <p>21.2.2 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 &amp; 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 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.</p> <p>21.2.3 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- <b>Madras High Court, Arbitration Centre (MHCAC)</b>- 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 <b>Madras High Court, Arbitration Centre (MHCAC)</b>- 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.</p>	

	<p>21.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p>21.2.5 The Arbitration proceedings shall be in English language and the seat of Arbitration shall be <b>Trichy</b>.</p> <p>21.2.6 Subject to the above, the provisions of Arbitration &amp; 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 <b>Trichy</b>.</p> <p>21.2.7 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.</p> <p>21.2.8 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.</p> <p>21.2.9 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.</p> <p>21.2.10 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 clause 14.2.9. 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> <p><b>21.3 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</p>	
<b>22</b>	<p><b>JURISDICTION</b></p> <p>Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction at Tiruchirappalli, Tamilnadu 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>	
<b>23</b>	<p><b>FORCE MAJEURE</b></p> <p>23.1 "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>not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to: <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> </ol> </li> </ol>	

	<p>vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</p> <p>vii. Epidemic, pandemic etc.</p> <p>23.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>23.3 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>23.4 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>23.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <p>i) Constitute a default or breach of the Contract.</p> <p>ii) 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.</p> <p>23.6 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>	
24	<p><b>Non-Disclosure Agreement:</b></p> <p>The bidders shall enter into the Non-disclosure agreement separately. (Annexure 7 attached).</p>	
25	<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>	
26	<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>	
27	<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 website <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/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>.</p>	

<p><b>28</b></p>	<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> <table border="1" data-bbox="161 226 1340 293"> <tr> <td data-bbox="161 226 751 259">Kevin Ark Kumar</td> <td data-bbox="751 226 1340 259">Sala Manasa</td> </tr> <tr> <td data-bbox="161 259 751 293">SM/MM, BHEL Trichy, 0431-2578109</td> <td data-bbox="751 259 1340 293">DM/MM, BHEL Trichy, 0431-2574366</td> </tr> </table>	Kevin Ark Kumar	Sala Manasa	SM/MM, BHEL Trichy, 0431-2578109	DM/MM, BHEL Trichy, 0431-2574366	
Kevin Ark Kumar	Sala Manasa					
SM/MM, BHEL Trichy, 0431-2578109	DM/MM, BHEL Trichy, 0431-2574366					
<p><b>29</b></p>	<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> <p>a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC</p>					
<p><b>30</b></p>	<p><b>Note:</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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>.</p> <p>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.</p>					
<p><b>31</b></p>	<p><b>Enclosure:</b> Annexure-1: Check List. Annexure-2: Offer forwarding letter / tender submission letter Annexure-3: No Deviation Certificate Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings Annexure-5: Declaration by Authorized Signatory Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure-7: Non-Disclosure Certificate Annexure-8: Integrity Pact Annexure-9: Declaration confirming knowledge about Site Conditions Annexure-10: Declaration reg. Related Firms &amp; their areas of Activities Annexure-11: Declaration for relation in BHEL Annexure- 12: Declaration reg. minimum local content in line with revised public procurement Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 Annexure-14: Bank Account Details for E-Payment Annexure-15: Power of Attorney for submission of tender. Annexure-16: Proforma of Bank Guarantee for Earnest Money. Annexure-17: Proforma of Bank Guarantee for Performance Security. Annexure-18: List of Consortium Bank.</p>					
<p style="text-align: right;">Signature and seal</p>						

**ANNEXURE - 2****OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----  
-----  
Offer Reference No: .....

Date: .....

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against GeM Bid No: .....

Having examined the tender documents against your GeM Bid No. \_\_\_\_\_ dated \_\_\_\_\_ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with \_\_\_\_\_ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

**Authorised Representative of Bidder**

Signature:

Name:

Address:

Place:

Date:

**ANNEXURE- 3****CERTIFICATE OF NO DEVIATION**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

-----  
-----  
To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) GeM Bid No: .....  
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

**(Signature, date & seal of authorized  
representative of the bidder)**

Date:  
Place:



## Price Bid

Material code	Item	Specification	Qty (Nos)	Rate per unit Rs	Value
961750090000	NIPPLE 3/8 STD SA105 NPT-M	Nipple NB10 Sch STD L=100 NPT MALE CS [SA106GRB/SA105] (OD 17.1x2.31)	4		
925163040000	RED COUPLING 1/2" 3/8" STD NPT-F	RED COUPLING NB15/NB10 Sch STD NPT FEMALE CS [SA105] (OD21.3X2.77/17.1X2.31)	4		
925162100000	SW FULL COUPLING NB15 CL3000 SA105	SOCKET WELDED FULL COUPLING NB15 CL3000 SA105 (OD21.3X3.73) CS	75		
925040930000	2" SW COUPLING SA105	As per the drawing 4-42-000-02445	1		
				<b>Total excl. GST</b>	
				<b>GST %</b>	
				<b>GST Value</b>	
				<b>Total incl. GST</b>	