



An ISO 9001  
Company

**Bharat Heavy Electricals Limited**  
(High Pressure Boiler Plant)  
Tiruchirappalli-620 014, Tamil Nadu, India  
Dept: MATERIALS MANAGEMENT/BOI

**Annexure – T- Additional Terms and Conditions**

The terms and condition mentioned in this document are applicable for this enquiry. Bidders shall furnish pointwise confirmation/details.

<b>Description of the Equipment:</b>	RCP Panel Spares
<b>Projects</b>	Various Projects
<b>BHEL Tender No. &amp; Date</b>	<b>GEM/2022/B/XXXX</b>
<b>Name of the firm (Bidder)</b>	:
<b>Address</b>	:
<b>Contact details</b>	<p><b><u>Contact person 1</u></b> Name: Designation: Office Phone: Mobile: e-mail:</p> <p><b><u>Contact person 2</u></b> Name: Designation: Office Phone: Mobile: e-mail:</p>

*To be filled by bidder*

Sl. No.	Terms and conditions	Vendor's confirmation
1.	<p><b><u>Technical:</u></b></p> <p>Bidder shall comply the specification requirements and shall submit the duly filled in specifications along with supporting document as per BHEL Specification. Any clarifications/deviations to the specification requirements are to be clearly indicated. Hidden deviations indicated elsewhere in the offer will not be evaluated.</p> <p><u>Applicable Technical specifications:</u></p> <p><i>AS PER TECHNICAL SPECIFICATION TDC: TCI:310 (EMC) / REV 10.</i></p> <p><i>Quality plan is applicable</i></p> <p><b>No deviation format to be submitted along with your offer.</b></p>	
2.	<p><b><u>Pre-qualification requirement:</u></b></p> <p>Offer shall be considered only if bidder is meeting Tender Prequalification requirement. Vendor to comply with Pre-Qualification requirement of the tender and submit along with their technical bid - the credentials and other documents as indicated in the PQR in the format prescribed. Otherwise their offer will get rejected.</p>	

3.	<p><b><u>CUSTOMER APPROVAL</u></b></p> <p>Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability and <del>vendor approval by end customer before price bid opening.</del></p> <p><del>Vendor firms not approved by end customer shall submit supporting documents/Credentials for taking up with end customer for their approval.</del></p>	
4.	Inspection by BHEL/ BHEL approved TPIA/Customer.	
5.	<p><b><u>Firm Price:</u></b></p> <p>The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p>	
6.	<p><b><u>Payment term</u></b></p> <p>“Payment term is 100% Payment on 90th Day from Receipt &amp; Acceptance of material at stores.”</p> <p>Payment for MSME Indigenous vendors will be as per MSMED Act, 2006.</p> <p>MSE Suppliers – 45 days Medium Suppliers- 60 days</p>	
7.	<p><b><u>Delivery terms:</u></b></p> <p><b>FOR BHEL Trichy Stores basis</b></p> <p>The quote shall be on respective destination basis, inclusive of Packing &amp; forwarding and Freight charges to your account.</p> <p>Transit Insurance is under BHEL scope.</p>	
8.	<p><b><u>TENDER FINALIZATION:</u></b></p> <p>Tender will be finalized on <b>total package basis</b> and on TWO part bid basis.</p> <p>Evaluation shall be on total landed cost to BHEL on FOR destination basis.</p>	
9.	<p><b><u>Guarantee / Warranty Period:</u></b></p> <p>18 months from the date of supply or 12 months from date of commissioning, whichever is earlier.</p>	
10.	<p><b><u>Repair &amp; replacements:</u></b> Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end.</p>	
11.	<p><b><u>Loading Criteria:</u></b></p> <p><b>Guarantee / Warranty Period:</b> No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.</p>	
12.	<b>Kindly Indicate the HSN Code for all items</b>	

13.	<p><b><u>Delivery Period:</u></b></p> <p>Delivery shall be 120 days from PO</p> <p>Material shall be dispatched after obtaining dispatch clearance from BHEL. Delivery period mentioned anywhere else in the bid document is for indicative purpose.</p>	
14.	<p><b><u>Document Submission:</u></b></p> <p>In case of PO placements, required documents have to be submitted for approval within 15 days from the date of PO &amp; reply for any further clarification has to be within 7 days. Any delay beyond the above specified period will be considered during LD calculation.</p>	
15.	<p><b><u>Liquidated damages:</u></b></p> <p>a) Time is the essence of the contract.</p> <p>b) The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order.</p> <p>c) In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirappalli under any other condition of the contract/applicable legal provisions.</p> <p>d) Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order(PO) would make the supplier liable to an unconditional LD at the rate of 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of Purchase order value.</p> <p>e) Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</p> <p>f) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers. Hence applicable GST shall also be recoverable from suppliers on LD amount. Debit note will be issued by BHEL for this amount, indicating the respective supply invoice number.</p> <p>g) Invoice date/Bill of Lading date/Airway Bill date/Lorry way bill date/Railway Receipt date/E way bill date, whichever is later will be considered for LD calculation.</p>	
16.	<p><b><u>Risk purchase clause:</u></b></p> <p>In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.</p>	

	<p>a) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.</p> <p>b) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:</p> <ul style="list-style-type: none"> <li>• from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.</li> <li>• from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit</li> </ul> <p>c) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</p> <p>d) Withdrawal of offer after price bid opening or varying the same in any manner within the validity period, but before the placement of order will be liable for suitable action for suspension of further business with the vendor as per BHEL corporate procedures.</p> <p>e) Abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has now been uploaded on <a href="http://www.bhel.com">www.bhel.com</a> on “supplier registration page” at the following link:  <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a> (Guidelines for suspension of business dealings with suppliers/ contractors).</p>	
<p>17.</p>	<p><b><u>GST on amount recoverable from vendor under Risk Purchase Clause:</u></b>                  In accordance with Sec. 7 of CGST Act, 2017, read with clause 5(e) of Schedule II to CGST Act, 2017, amount recovered / recoverable by BHEL from vendor / contractor for non-performance of work as per contract shall be treated as “Supply of service” by BHEL and accordingly GST shall be applicable.                  GST shall be applicable on amount being recovered / recoverable from such vendor / contractor. In case only the differential cost is being recovered from new vendor / contractor, GST shall be applicable on same.                  As per Sec. 13, read with Sec. 31 of CGST Act, 2017, GST shall be applicable when such recovery against non-performance of work has been determined and accordingly accounted for in Books of Accounts.</p>	
<p>18.</p>	<p><b><u>Validity:</u></b>  <b>90</b> days minimum from techno commercial bid opening (Part-1). Any Deviation with respect to validity your offer will not be considered. Ensure your quoted rates will have 90 days’ minimum validity from techno commercial bid opening. The delay in technical clarification beyond four days will be subsequently added to the validity period, Revised Price Bids will not be encouraged.</p>	
<p>19.</p>	<p>Documents are to be submitted along with technical bid (Part-1)</p> <ol style="list-style-type: none"> <li>01. Covering letter</li> <li>02. Unpriced offer.</li> <li>03. Filled technical specification and BHEL datasheets.</li> <li>04. Filled BHEL Terms and condition sheet (Annexure-A)</li> <li>05. Filled in PQR along with supporting documents.</li> <li>06. GA Drawing</li> <li>07. Self-Certification as per Make in India clause</li> <li>08. MSE Certificates (if applicable)</li> </ol> <p><b><u>Note:</u></b> All the pages of documents are to be signed and sealed by authorized signatory of the company. Any query during enquiry stage</p>	

	shall be replied within two days failing which offer may be rejected as non-responsive.	
20.	<b><u>Inspection and testing requirements:</u></b> Inspection and testing requirements are to be carried out as per the specification and BHEL/Customer approved Drawing (All documents shall be submitted within 15 days from the date of PO for our approval), Technical spec & QP and all test certificates are to be submitted in complete set. Inspection notice period: For TPI inspector visit to vendor works, a minimum of 3 working days' notice period.	
21.	Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.	
22.	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	GST % _____
23.	Invoices will be processed only upon completion of statutory requirement and further subject to following: <ul style="list-style-type: none"> <li>• Vendor declaring such invoice in Form GST ANX-1</li> <li>• Receipt of Goods or Services and Tax invoice by BHEL</li> </ul>	
24.	As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).	
25.	In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.	
26.	In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor	
27.	In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.	

28.	Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.	
29.	Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.	
30.	GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.	
31.	A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL	
32.	<p><b><u>BILL PROCESSING METHOD:</u></b></p> <p>“Supplier has to ensure the full quantity of material delivery within given PO delivery date to process the bill for payment. In case supplier fails to deliver full quantity within delivery date, bills received after PO delivery date will be processed after final despatch of the total pending supply. Further, bills will be clubbed and forwarded for payment processing as a single bunch”.</p>	
33.	<p><b><u>MSE VENDOR:</u></b></p> <p><i>i. If L1 vendor is an MSE vendor entire project package will be ordered on L1 vendor.</i></p> <p><i>ii. If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendor who is quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for full/complete supply of total tendered value to MSE.</i></p> <p><i>iii. If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next MSE vendor in the price band and so on.</i></p> <p><i>iv. Finally if none of the MSE vendor in the price band is not accepting it will be ordered on L1 non MSE vendor.</i></p> <p>Payment for MSE Indigenous vendors will be as per MSMED Act, 2006</p> <p>MSE suppliers can avail the intended benefits only if they submit <i>Udyam Registration certificate.</i></p>	

	<p>Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry, in case of any deficiency in the above required documents or in case the documents are not submitted before price bid opening.</p>	
<p>34.</p>	<p><b><u>Make in India:</u></b>  <del>For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017, 28.05.2018 &amp; 04.06.2020 issued by DPIIT and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/AWO against this NIT.</del>  <del>In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.</del>  <del>Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.</del></p> <p><del>“For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local Supplier/ Non-Local supplier and purchase preference to Class I local supplier, as defined in Public Procurement (Preference to make in India), Order 2017 dated 04.06.2020 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 his NIT”</del></p> <p><del>For more details, pls. refer the Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 &amp; 28.05.2018 and subsequent orders issued by the respective Nodal ministry.</del></p> <p><del>Vendor to submit their Local Content Declaration along with their offer. The same shall be as per the format attached with the Enquiry.</del></p> <p><del>Offers from Non-Local supplier shall not be considered for this Tender.</del></p>	
<p>35.</p>	<p><b><u>ARBITRATION &amp; CONCILIATION:</u></b>          Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, 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, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be (the place from which the contract is issued). The cost of arbitration shall be borne as per the award of the Arbitrator.</p>	

	<p>Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p>In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p>	
36.	<p><b><u>Deduction of tax at source (TDS) on payment of certain sum for purchase of goods u/s 194Q of the Income tax Act:</u></b></p> <p>TDS on Purchase of Goods u/s 194Q of the Income Tax Act 1961 has been introduced vide Finance Act 2021. The provisions of above section are to be made applicable w.e.f. 01.07.2021. The provisions of section 194Q are reproduced below:</p> <p>Section 194Q : Any person, being a buyer who is responsible for paying any sum to any resident (hereafter in this section referred to as the seller) for purchase of any goods of the value or aggregate of such value exceeding fifty lakh rupees in any previous year, shall, at the time of credit of such sum to the account of the seller or at the time of payment thereof by any mode, whichever is earlier, deduct an amount equal to 0.1 per cent. of such sum exceeding fifty lakh rupees as income-tax. Explanation--For the purposes of this sub-section, "buyer" means a person whose total sales, gross receipts or turnover from the business carried on by him exceed ten crore rupees during the financial year immediately preceding the financial year in which the purchase of goods is carried out, not being a person, as the Central Government may, by notification in the Official Gazette, specify for this purpose, subject to such conditions as may be specified therein.</p> <p>The key aspects of the provisions of section 194Q are as under:</p> <p>a. Section 194Q requires the buyer of goods to deduct TDS @ 0.1% at the time of payment to the seller or at the time of credit to the account of seller whichever is earlier.</p>	

	<p>b. TDS is deductible where the value of goods purchased during the year exceeds Rs. 50 Lacs and is applicable on the value in excess of Rs.50 lacs.</p> <p>c. Buyer for this section means a person having total sales/gross receipts/turnover exceeding Rs.10 crore during previous financial year TCS on Sales of goods as per section 206C (1H), which is currently applicable @ 0.1%, would not be applicable wherever TDS has been deducted u/s 194Q TDS. This is in line with proviso to section 206C (1H) which states that TCS provisions will not apply if the buyer is liable to deduct TDS on the purchase of goods under any other section of the Income Tax Act 1961 and has deducted the same.</p>	
37.	<p><b><u>Suspension of Business Dealings with Suppliers/ Contractors</u></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, 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>Integrity commitment, performance of the contract and punitive action thereof:</p> <p>1. Commitment by BHEL</p> <p>BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity</p> <p>2. Commitment by Bidder/ Supplier/ Contractor</p> <p>a The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.</p> <p>b The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL</p> <p>c The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in 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 acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, 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>	
38.	<b><u>Fraud Prevention Policy</u></b>	

	<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>	
39.	<p><b><u>Resolution of Disputes</u></b></p> <p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p><b><u>Notes:</u></b></p> <ol style="list-style-type: none"> <li>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</li> <li>2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</li> </ol> <p>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 Annexure X to this Enquiry Conditions.</p> <p>The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions</p> <p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, 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, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force .</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provision of Arbitration &amp; Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p>	

	<p>The seat of arbitration shall be Trichy, Tamil Nadu, India.</p> <p>The cost of arbitration shall be borne as per the award of the Arbitrator.</p> <p>Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: 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 as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.</p>	
40.	<p><b><u>PRICE IMPACT:</u></b> All the technical / commercial details given in the enquiry shall be taken care and offer shall be quoted accordingly. No price impact / implication will be accepted within the validity period.</p>	
41.	<p><b><u>JURISDICTION:</u></b> In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the arbitration clause</p>	
42.	<p><b><u>BHEL reserve the right to inspect the item ordered at any stage at vendor's works and if found not meeting the stipulated conditions, material is liable for rejection</u></b></p>	
43.	<p><b><u>OTHER TERMS AND CONDITIONS:</u></b></p> <ul style="list-style-type: none"> <li>• No revision of prices will be entertained at any circumstances after tenders are opened.</li> <li>• On the due date of tender opening, only the Techno-commercial bids will be opened. Techno-commercial bids will be evaluated by us and clarifications required, if any, will be called from the bidders on technical and commercial points.</li> <li>• If any difference is found in the terms in the Techno-commercial bid and price bid, the terms mentioned in the Techno-Commercial Bid will be considered.</li> <li>• BHEL reserves the right to negotiate or refloat the tender opened, if L1 price is not the lowest acceptable price to BHEL due to inter-alia other reasons.</li> <li>• The correspondence between the bidder and BHEL through Email is considered as valid document Legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.</li> </ul>	

	<ul style="list-style-type: none"> <li>• If The Due Date Of Tender Opening Happens to be a Holiday, those tenders Will Be Opened On Next Working Day.</li> <li>• The quality of the supplies should strictly conform to technical specifications applicable for the item. The offer should specifically confirm this.</li> <li>• If any quality problem is pointed out by BHEL w.r.t. supplied material, the same shall be settled and corrected immediately by the supplier. If the material cannot be accepted by BHEL, supplier has to replace the material with no extra cost. Collection of rejected material will be sole responsibility of the supplier.</li> <li>• BHEL reserves the right to cancel the tender at any stage without giving any reasons.</li> <li>• 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>• 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.</li> <li>• 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>• <b>Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure A only.</b></li> <li>• For any clarifications, you may contact to the following Email ID : <ul style="list-style-type: none"> <li>a) <a href="mailto:akhildas@bhel.in">akhildas@bhel.in</a></li> <li>b) <a href="mailto:indhubannari@bhel.in">indhubannari@bhel.in</a></li> </ul> </li> </ul>
<b>Note</b>	<p>For more details please refer to Ref. NIT of BHEL’s website <a href="http://www.bhel.com">http://www.bhel.com</a> (tender notification page) or from the govt. tender website <a href="http://tender.gov.in">http://tender.gov.in</a> (Public Sector Units Bharat Heavy Electricals Limited page ) or <b>CPP portal</b> <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</p> <p><i>Important: All updates, amendments, corrigendum etc., if any will be posted only on the above website as and when required. There will be no publication of the same through any other media.</i></p>

**On Bidder's office letter pad /  
Self-Declaration**

<b>GeM Enquiry No.</b>	
<b>Enquiry Date</b>	

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018,

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

**For Company Name:**

**Seal:**

**Signature:**


**Date:**

**Place:**

(Please fill all the yellow colour field)

**Annexure-D**

**SUB-DELIVERY ENQUIRY DEVIATION FORMAT**

	<b>MATERIALS MANAGEMENT / BOI SUB-DELIVERY ENQUIRY DEVIATION FORMAT</b>	
<b>Schedule of deviation to Sub-delivery Enquiry No.</b>	<b>: GEM/2022/B/XXXX</b>	
<b>Description</b>	<b>: RCP SPARES</b>	
<b>Technical Specifications Document</b>	<b>: TDC: TCI:310 (EMC) / REV 10</b>	
<b>Drawing Nos.</b>	<b>:</b>	
<b>Quality Plan</b>	<b>: QA:CI:STD:QP:71/REV.00</b>	
<b>Packing Procedure</b>	<b>: QA:CI:STD:PR:02/REV.03</b>	
<b>Document reference</b>	<b>BHEL called for</b>	<b>Firm's</b>
<b>Certified that other than the above deviations, we are accepting all the other specifications and requirements in full to your Enquiry.</b>		
<b>Station :</b>		
<b>Date :</b>	<b>Signature of firm's representative</b>	<b>Firm seal</b>
<b>Note :</b>	<b>1. Deviations should be taken only in the extreme case 2. If necessary, use additional sheets with page control number</b>	

Item Requirement

S.NO	BHEL Material Code	Description	PRQTY	Remarks
1	R61999901183	"EMI/RFI FILTER,415VAC,32A - BF	5	EMI/RFI FILTER SUITABLE FOR 415VAC, 50HZ,32A ALONG WITH 3 PHASE SURGE SUPPRESSOR, MAKE: EMI SOLUTION, TYPE NO: MF 423-3-2D & RCS-3."
2	R61160800002	CONTROL TRANSFORMER 2x375VA - RCP	2	CONTROL TRANSFORMER, WITH PROTECTIVE SHROUDING OF SIZE 185X140mm AND WARNING STICKER. MAKE: LOGICSTAT, PRIMARY 415V, SECONDARY 2X110V AC,50HZ. SECONDARY RATED FOR 2X375VA ALONG WITH MOUNTING ACCESSORIES MOUNTING SCREW M6X20 WITH NUT-8NOS PLATE WASHER - 8NOS SERRATED WASHER - 8NOS"
3	R61999900849	CONTROL TRANSFORMER 2x375VA	2	CONTROL TRANSFORMER WITH PROTECTIVE SHROUDING AND WARNING STICKER. PRIMARY- 415V, SECONDARY- 2x110V AC, 50 Hz. SECONDARY RATED FOR 2x375VA.MAKE: SOUTHERN ELECTRIC IS REQUIRED FOR GR.FEEDER CONTROL PANEL.THIS MATERIAL IS REQUIRED AS A SPARES AND THIS TRANSFORMER SHALL BE SUPPLIED MOUNTING ACCESSORIES LIKE BOLTS,NUTS WITH WASHER FOR MOUNTING
4	R61999900886	CONTROL TRANSFORMER 375VA	2	CONTROL TRANSFORMER WITH PROTECTIVE SHROUDING OF SIZE 155X120MM <(>&<)> WARNING STICKER.PRIMARY 415V, SECONDARY 110V AC,50HZ SECONDARY RATED FOR 375VA.MAKE: SOUTHERN ELECTRIC IS REQUIRED FOR GR.FEEDER CONTROL PANEL. THIS MATERIAL IS REQUIRED AS A SPARES AND THIS TRANSFORMER SHALL BE SUPPLIED WITH MOUNTING ACCESSORIES LIKE BOLTS,NUTS WITH WASHER FOR MOUNTING
5	R61171800417	Thermal Overload Relay-CMOL	2	INDEPENDENT MOUNTING OVERLOAD RELAY FOR FORWARD/REVERSE OPERATION OF MAIN DRIVE MOTOR (FMOL) Rating : 9 -13 A Make : C(>&<)>S / Model No. TR2-D12316 + TA7-D0964".
6	R61171800418	Thermal Overload Relay-FMOL	2	INDEPENDENT MOUNTING OVERLOAD RELAY FOR FORWARD/REVERSE OPERATION OF MAIN DRIVE MOTOR (FMOL) Rating : 9 -13 A Make : C(>&<)>S / Model No. TR2-D12316 + TA7-D0964".
7	R61171800419	Contactora-CMS	20	POWER CONTACTOR SUITABLE FOR 110V AC, 50HZ. COIL VOLTAGE, WITH RC SNUBBER ACROSS COIL WITH 3 NO MAIN CONTACTS and 2NO+2NC AUX. CONTACTS.(CMS)Rating : 9 A Make : C(>&<)>S Model No. TC1D0910+TA1-DN22+LA9-D09980
8	R61171800420	Contactora - FFS	20	AUXILIARY CONTACTOR SUITABLE FOR 110V AC, 50HZ. COIL VOLTAGE, WITH RC SNUBBER

				ACROSS COIL WITH 4NO+4 NC CONTACTS (FFS)(FRS). Rating : 110VAC / 6 A Make : C<(>&<)>S Model No.TCA2DN22 + TA1-DN22 + LA9-D09980
9	R61171800421	Phase Failure Monitor - PFM	2	PHASE FAILURE MONITORING RELAY SUITABLE FOR 415V AC, 3PH WITH 2 CHANGE OVER OUTPUT CONTACTS (3A @ 600V AC) WITH PHASE SEQUENCE OF R,Y,B Make : Minilec / Model No.S2VMR3
10	R61171800422	Pneumatic Timer Block-on relay	2	PNEUMATIC TYPE ON DELAY TIMER, 110V AC, 50HZ,WITH 1NO+1NC TIME DELAY CONTACT (DOE) Rating :0.1-30 SEC Make : C<(>&<)>S Model No. TA2DT2"
11	R61171800423	Pneumatic Timer Block-off relay	2	PNEUMATIC TYPE OFF DELAY TIMER, 110V AC, 50HZ, WITH 1NO+1NC TIME DELAY CONTACT Rating :0.1-30 SEC. Make : C<(>&<)>S Model No. TA3DR2
12	R61999901072	"EMI Filter :Emis,110VAC,50HZ MF:420"	2	EMI Filter :Emis,110VAC,50HZ MF:420" 26 "EMI /RFI FILTER SUITABLE FOR 110V AC 50 HZ, 3A. MAKE: EMI SOLUTIONS. MODEL:MF420-3A"
13	R61999900849	CONTROL TRANSFORMER 2x375VA	1	CONTROL TRANSFORMER WITH PROTECTIVE SHROUDING AND WARNING STICKER. PRIMARY- 415V, SECONDARY- 2x110V AC, 50 Hz. SECONDARY RATED FOR 2x375VA.MAKE: SOUTHERN ELECTRIC IS REQUIRED FOR GR.FEEDER CONTROL PANEL. THIS MATERIAL IS REQUIRED AS A SPARES AND THIS TRANSFORMER SHALL BE SUPPLIED WITH MOUNTING ACCESSORIES LIKE BOLTS,NUTS WITH WASHER FOR MOUNTING
14	R61999900886	CONTROL TRANSFORMER 375VA	1	CONTROL TRANSFORMER WITH PROTECTIVE SHROUDING SHEET <(>&<)> WARNING STICKER.PRIMARY 415V AC,SECONDARY 110V AC,50HZ SECONDARY RATED FOR 375VA. MAKE: SOUTHERN ELECTRIC IS REQUIRED FOR GR.FEEDER CONTROL PANEL. THIS MATERIAL IS REQUIRED AS A SPARES AND THIS TRANSFORMER SHALL BE SUPPLIED WITH MOUNTING ACCESSORIES LIKE BOLTS,NUTS WITH WASHER FOR MOUNTING
15	R61999901211	Power Fuse-32A for BF-10	7	BS Fuse Link 32A is required suitable for Gravimetric Feeder Disconnecter switch of Model No. C<(>&<)>S CSSDF32B3. The same item is required as a spares. Make : C<(>&<)>S Model No. CTIA-32 (A2)
16	R61999901212	Control Fuse-4A for BF-10	7	HRC FUSE 4A is required suitable for fuse base Model No.3NW32NNSF. The same item is required as a spares. Make : SIEMENS Model No. 3NWN54 "
17	R61171800143	"Clip on type HBC fuse for Disconnection	100	Clip on type HBC fuse for Disconnecting switch, 32A MAKE: GEPC TYPE : NS32

**NOTE:** EACH ITEM WITH ACCESSORIES SHALL BE PACKED IN INDIVIDUAL BOX WITH SUITABLE PACKING CUSHION AS PER PACKING PROCEDURE, TO AVOID DAMAGE DURING TRANSIT AND HANDLING.

**BHEL TRICHY**  
**MM/BOI**  
**ANNEXURE – C**  
**Pre-Qualification requirements (PQR)**

<b>SI.NO</b>	<b>Description</b>	<b>Vendor Confirmation</b>
<b>1</b>	The bidder should be an EMC (electromagnetic compatibility ) compliant cabinet enclosure manufacturer in the field.	
<b>2</b>	The bidder Should have proven record of trouble free operation in conditions and environment that are normally found in coal fired thermal power stations. Bidder shall furnish list of reference for the same.	

**Offers are liable for rejection, if not satisfying above pre-qualifying criteria.**

