



An ISO 9001
Company

Bharat Heavy Electricals Limited

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

Annexure – A- Terms and Conditions

ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS

Description of the Equipment:	Thrust Bearing & Ball Housing	
Projects	NPCIL project 700MW PHWR SG for GHAVP-1	
BHEL Tender No. & Date		
<i>To be filled by bidder</i>		
Name of the firm (Bidder)	:	
Address	:	
Contact details	<u>Contact person 1</u> Name: Designation: Office Phone: Mobile: e-mail: <u>Contact person 2</u> Name: Designation: Office Phone: Mobile: e-mail:	
Sl. No.	Terms and conditions	Vendor's confirmation
1(a)	Scope of Supply Plain Thrust Spherical Bearing Assembly – 16 nos. Hemi Spherical Ball Housing - 32 nos.	
1 (b)	Technical Specification: BHEL: 700MWe: SPH BRNG: 001- Thrust Spherical Bearing, BHEL: 700MWe: Hemi Spherical Ball Housing: 001	
1 (c)	Inspection by BHEL/ BHEL approved TPIA/Customer	
2 (a)	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.	
2 (b)	The tender will be operated in two part bid system. One-part consisting of Technical bid with Commercial terms & conditions and other part is Price Bid. Based on the above and other conditions, as well as technical capability, vendors will be short-listed. The Techno-commercial bid will be opened on the due date and based on the suitability of techno-commercial bid, the price Bid of the techno-commercial suitable qualified vendors approved by BHEL and end customer will be considered and opened on a suitable date with due	

	intimation to vendors.	
3 (a)	Delivery term (Indigenous): The quote shall be on FOR BHEL Trichy destination basis as indicated below inclusive of Packing, forwarding, Freight also to yours account. Transit Insurance is under BHEL scope.	
3 (b)	Delivery term (Import): CFR Chennai port The quote shall be on CFR Chennai port for all items. Port of loading should be indicated without fail.	
4 (a)	Payment terms (Indigenous): Payment term is 100% direct payment after 60 days from the date of acceptance of material.	
4 (b)	Payment Terms (Import): BHEL Payment term is 100% payment on CAD basis after 60 days from the date of receipt of documents, specified in PO, at BHEL bank Respective bank charges to respective account.	
4 (c)	Loading Criteria (Indigenous) No deviation is permitted in payment term. Any deviation may lead to rejection of bids	
4 (d)	Loading Criteria (Import including new suppliers) If supplier insists for LC, only Usance LC with 60 days' credit will be opened one month prior to material readiness, further loading @ 1.5% on the offered value will be considered. If Hence supplier shall intimate the material readiness accordingly for opening of L.C. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account.	
4(e)	For Import Suppliers a) Foreign Exchange rate prevailing on Techno – Commercial bid opening date will be taken for calculation. If the date of opening happens to be a bank holiday, then the forex rate as on previous bank (SBI) working day shall be taken.	
5 (a)	Liquidated damages: - Time is the essence of the contract. - The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. - In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be 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. - Liquidated damages shall be 0.5% of the undelivered portion/value per week or part thereof subject to a maximum of 10% of the total order value. NOTE: 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). ☞ Imports: CFR order- LD will be reckoned from B/L date.	

	In case of PO placements, required documents have to be submitted for approval within 20 days from the date of PO & reply for any further clarification has to be within 7 days. Any delay beyond the above specified period will be considered during LD calculation.	
5 (b)	Loading Criteria: LD / Penalty: Any deviation on BHEL LD / Penalty clause, loading (Basic material Value) will be applied to the extent to which it is not agreed by the bidder.	
6 (a)	Guarantee / Warranty Period: Vendor shall guarantee for design & manufacturing defects for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.	
6 (b)	Repair & replacements: 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.	
6 (c)	Loading Criteria: Guarantee / Warranty Period: No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.	
7 (a)	Taxes & Duties: All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. BHEL TRICHY Unit GST NO : 33AAACB4146P2ZL.	
7 (b)	Kindly indicate the GST No of your Firm	
7 (c)	Kindly Indicate the HSN Code for all items	
7 (d)	Please indicate the applicable GST % (IGST)	
8	Risk purchase: 1. 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. 2. 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. 3. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners: - From dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract. - from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit - In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.	
9	Delivery Period: 120 days from Document approval	
10	Invoice date/Bill of Lading date/Airway Bill date/Lorry way bill date/Railway Receipt date, whichever is later.	
11	Documents are to be submitted along with technical bid (Part-1) - Covering letter - Unpriced offer. - Filled technical specification - Filled BHEL Terms and condition sheet (Annexure-A) - Filled Pre-Qualification requirement (Annexure- B) along with supporting documents - Catalogue's - Third party non-disclosure agreement - MSE documents (if applicable) - Make In India certification in attached format (if applicable) - Filled up No deviation Format Documents are to be submitted along with Price bid (Part-2) - Priced offer as per the format attached with the enquiry. Note: All the pages of documents are to be signed and stamped by authorized signatory of the company. Any query during enquiry stage shall be replied within three days failing which offer may be rejected as non-responsive.	
12	Evaluation method Evaluation shall be on total cost to BHEL basis. Currency of evaluation shall be INR .	
13	Vendor shall quote as per attached price and Unpriced Schedule format only.	
14	Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability and approval of vendor against supply of items covered in the enquiry by BHEL and end	

	customer.	
15	Offer Validity: 120 days minimum from techno commercial bid opening (Part-1)	
16	Inspection and testing requirements: Inspection and testing requirements are to be carried out as per the specification and BHEL/Customer approved Drawing, 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 for indigenous vendors and 30 working days' notice period for import vendors is required well in advance from the proposed date of inspection.	
17	Goods and Service Tax (GST) Indigenous suppliers: • Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST. • Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. • All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). • Invoices will be processed only upon completion of statutory requirement and further subject to following: - o Vendor declaring such invoice in Form GST ANX-1 - o Receipt of Goods or Services and Tax invoice by BHEL • 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). • 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. • 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 • 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. • 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. • 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. • 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. • GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred. Import Suppliers: Supplier shall mention the HSN code of each item quoted by them in the offer. The HSN shall be mentioned in the Invoice also for each item without fail. Since GST is implemented, the taxes & duties will prevail as per the government notification/ guidelines. Our Provisional GST registration no. is 33AAACB4146P2ZL. However, it will be mandatory to confirm from BHEL for this mentioned GST no. Suppliers may quote their GST no with valid proof in the quotation. Also before quoting of tender it is suggested to consider all the factors in line with GST guidelines for input tax credit to arrive ranking of quoted suppliers.	
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18	MSE VENDOR: <i>i. If L1 vendor is an MSE vendor, item (skid) will be ordered on L1 vendor.</i> <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> <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> <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> Payment for MSE Indigenous vendors will be as per MSMED Act, 2006 Declaration of UAM number by MSE bidders is mandatory. Failing which, such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested/notarized copies of Udyam Registration certificate. 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. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal even if submitted earlier. Documents should be notarized or attested by a Gazetted officer. Definitions of MSEs owned by SC/ST is under: • <i>In case of proprietorship firm, proprietor must be SC/ST.</i> • <i>In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.</i> • <i>In case of private limited companies, at least 51% share must be held by SC/ST promoters.</i> Authorised Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following	
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	authorities in the prescribed form for SCs/STs can be considered. • District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner / Additional Deputy Commissioner / Deputy Collector / 1st class stipendiary magistrate / Sub divisional Magistrate / Taluka Magistrate / Executive magistrate / Extra Assistant commissioner. • Chief Presidency magistrate / Additional chief presidency magistrate/Presidency magistrate. • Revenue Officer not below the rank of Thasildar. • Sub-Divisional officer of the area where the individual and / or his family normally resides. <i>To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.</i>	
19	<u>Make in India:</u> For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non- Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 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 this NIT. Relaxation on Global Tender Enquiry as per OM No. F.4/112021-PPD dated 12.03.2021 is applicable for this enquiry. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.	
20	IMPORT Vendors - Terms of Delivery: • Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LILO – Liner in Liner Out) basis. • Port of loading should be indicated without fail. • Port of discharge should be Chennai. • The preferred shipment mode “Containerized Cargo or Break Bulk” shall be specified clearly in the offer. FOR CFR INCO TERMS – CONTAINERIZED CARGO : a) For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR	

	Container detention shall be provided. b) In case of shipment through Containers on CFR basis, the BL should bear the endorsement that “14 free days for Container Detention is applicable”. BREKBUK CARGO: a) For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis. b) The materials will be Custom cleared from Port itself. INFORMATION TO IMPORT SUPPLIERS: A. Indian Customs imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. Bill of Entry is Required to be Filed Latest by the End of Day Preceding the Day (including Holidays) of Arrival of the Vessel for sea shipments and by the end of same day on arrival of air shipment. Penalty for not filing Bill of Entry within the specified time period is Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day(thereafter). a) The vendor should furnish the Non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, and Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge, giving sufficient lead time for BHEL to process the procedures that are to be done before arrival of vessel at discharge port. b) Vendor will be held responsible for the penalty arises against the late filing of Bill of entry due to: • Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival. • Discrepancy in documents. • Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port). B) All the shipments for the contracts (POs) finalized on CFR - Chennai Port basis i. Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must ii. be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL. iii. The detention/demurrage charges arising due to the nomination of containers under single BL to different/multiple CFS by the liner will be deducted from Vendor’s bills only. iv. The detention/demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at	
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	available Chennai, the same amount will be deducted from Vendor's bills only. v. Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery vi. Order Charges at final port of discharge no other charges will be borne by BHEL. vii. The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. viii. The likely additional/hidden costs or charges are: a) CIC - Container Imbalance Charges/Surcharges b) EIC - Equipment Imbalance Charge/Surcharges c) CAF - Container/Currency Adjustment Factor d) BAF - Bunker Adjustment Factor e) RDS - Rupee Depreciation Surcharge f) CDS - Currency Depreciation Surcharge g) PCS - Port Congestion Surcharge h) LSS - Low Sulphur Surcharge i) Devanning Charges Transport Conditions for Import: The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the vessel arrival. The soft copies of the above shall be forwarded to BHEL immediately after shipment. a) 14 FREE DAYS for Container detention at final port of destination shall be provided and the same to be endorsed in the Bill of Lading. If there is no free day or less than 14 free days provided by the supplier, the actual cost incurred towards detention charges due to non-availability of above said free days will be recovered from the supplier Invoice. b) In the event of delayed submission of documents/ non-submission of documents by the supplier as per the mutually agreed terms, an amount up to 5% of the invoice value will be retained towards detention/demurrage & other charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice. c) In such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". d) Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading. e) This is required to ensure avoidance of detention/ demurrage	
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	at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	
21	<u>Packing Requirements (for indigenous vendors):</u> • Packing should ensure the healthiness of the Equipment including all electrical Accessories which may be stored for longer period (up to 2 years) at Site conditions (open to atmosphere). • All openings (Fluid, Pneumatic & Electric) shall be firmly capped. • Items shall be packed in suitable enclosure (to prevent damage/rusting due to Seashore atmospheric conditions) from all four sides and also it should be covered with polythene to make it water proof. • Packing and struts shall be used to arrest rolling of items and to avoid transit damage. • Limit switches and such components shall be encapsulated properly with suitable material like Thermocol. • Suitable arrangement (lugs/hooks) for loading and unloading of the equipment in packed condition at site. <u>Packing Requirements (for import vendors):</u> • Packing shall be sea worthy.	
22	<u>Set-off Clause:</u> BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the supplier under this Contract or any other contract	
23	<u>In the event of Force Majeure:</u> • Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD. • If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable	

	alternative means for performance not prevented by the Force Majeure event. • If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. • In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.	
24	<u>Fraud Prevention Policy</u> Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
25	<u>Resolution of Disputes</u> 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. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 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. 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 to this Terms and Conditions. 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 Terms and Conditions. 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 . 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 & 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. The seat of arbitration shall be Trichy, Tamil Nadu, India The cost of arbitration shall be borne as per the award of the Arbitrator. 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. 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.	
26	<u>Cartel Formation</u> All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.	
27	<u>Role of Agents</u> a. BHEL strongly discourages the engagement of Agents by foreign principals, to deal with BHEL, in BHEL's tenders. In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, else offer is liable for rejection. Agency agreement requirements attached as separate file and full compliance to it shall be ensured while submitting the same. c. BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who	

	engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL. The list of banned firms is available on BHEL website www.bhel.com. Vendors/ principals proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian agent.	
28	<u>Non-Disclosure Agreement(NDA):</u> The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).	
29	Reverse Auction BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	
	Suspension of Business Dealings with Suppliers/Contractors: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the suspended vendors /principals/agents, shall be rejected. The list of suspended vendors is available on BHEL web site www.bhel.com. Integrity commitment, performance of the contract and punitive action thereof: Commitment by BHEL 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. Commitment by Bidder/ Supplier/ Contractor • 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. • 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.	

	• The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & 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 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 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per the Guidelines for suspension of business dealings available in the webpage:http://www.bhel.com/vender_registration/vender.php. and/or under applicable legal provisions.	
Note	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. Any deviation in specified commercial terms- Annexure B, will lead to rejection of offer. Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere ignored. BHEL will proceed with tender evaluation as per Annexure A only.	
	SIGNED BY MANUFACTURER / MILL Name of Mill: Designation / Department: Seal & Signature	

/ On Bidder's office letter pad /

Self-Declaration

Enquiry No.	
Enquiry Date	

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 color field)

 BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE AGREEMENT		Doc.No. : ISMS-04/TP/011
			Ver. No: 3.0 Rev. No: 00
	Date : 27 - 10 - 14		

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy 's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

Tender Description:
Enquiry No:

PART-I (No Deviation Certificate)

Note: The following Declaration to be submitted on the bidder's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

Thrust Bearing & Ball Housing

Enquiry No.: **MM/BOI/ATP/ ZINACTIVE**

I/We M/s.
have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation". In case of any deviation (Technical or commercial) the same is mentioned below.

Sl.No.	Document Reference	BHEL specification	Firms Alternative offer

- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

(Contractor Signature with Seal)

Contractor Signature

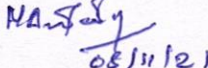
Contractor Seal

SPECIAL CONDITIONS ANNEXURE - 1

PR No. 129484566 Dated 04.08.2021

1. Open tender process is followed.
2. Supplier should have the capability and experience to manufacture the indented items of *same or similar material grades* as per the referred standards mentioned in the respective technical specifications and the respective generalized QAP for offer acceptance. Acceptance of supplier Bid/offer will be subject to submission of the following documents along with Technical offer/bid:
 - a) Documentary Proof [Supply Invoice Copy(ies)/ shipping clearance copy(ies) of supply for nuclear application] clearly indicating supply of *the intended item(s) of same or similar material grades* as proof of supplier's experience in manufacture and supply.
 - b) Copy(ies) of Approved Material / Performance Test Certificates of supply for nuclear application with details of Customer and Third Party Inspection Agency if any.
3. Offers received will be evaluated by BHEL. Final acceptance of the Technical Bid however, is based on NPCIL recommendation.
4. Quantities given in the indent, may be revised (increased or decreased), based on BHEL/NPCIL requirements. Quantity being procured will be confirmed before price bid opening.
5. **BHEL/NPCIL will not provide End Use and End User Certificates** for supplies of the indented items.
6. Supplier should conform to the requirements of:
 - a. **Spherical thrust bearing assembly** as per Specification no. BHEL: 700MWe: SPH BRNG: 001, Drawing no. 1-93-171-05223, Generic QAP ref. no. BHEL: QAP: SPH BRNG: 001
 - b. **Hemi spherical ball housing** as per Specification no. BHEL: 700MWe: Hemi Spherical Ball Housing Assy: 001, Drawing no. 3-93-171-05470, Generic QAP ref. no. QAP: GHAVP: HEMI SPHERICAL BALL HOUSING: 01
7. Supplier to give clause by clause confirmation for all relevant clauses mentioned in the respective technical specifications.
8. Supplier has to submit their Quality Assurance Plan (QAP), related test procedures and other documents based on the generalized QAP provided for each item for approval from BHEL & NPCIL.
9. The actual production of material is permitted only after approval of Quality Assurance Plan (QAP) and test procedures by BHEL and NPCIL.
10. Inspection agencies for indigenous supply of materials are BHEL and NPCIL. Inspection agency for imported supplies are BHEL and NPCIL/ third party inspection (TPI) agency appointed/ authorized by NPCIL.
11. Chemical composition and mechanical tests to be carried out in NABL accredited (or) ISO/IEC 17025 compliant laboratories by supplier.
12. Supplier shall submit Test Certificates of finished materials for our review. Dispatch clearance will be given after acceptance of Test Certificates by BHEL & NPCIL.
13. Three sets of documents containing (i) Test Certificates, (ii) Approved quality documents and test procedures, (iii) Design Change Requisitions (if any) and (iv) Drawings etc. to be provided along with the supply of items.
14. Supplier to guarantee for the products supplied for a period of 18 months from the date of supply or 12 months from the date of commissioning whichever is earlier.
15. Supplier to submit his Technical and Commercial Bid conforming to all the above points.


M. ARUN KUMAR
Deputy Manager
Engg & RPD / ATP
BHEL, TRICHY - 620 014


M. ANANDARAJ
Addl. General Manager
Engg., Comm. & Mktg., Mplg.
Advanced Technology Products
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