

**NIC BID NO:**

**ITEM:** a) LP Startup Control valve with Mandatory Spares b) SCAPH Control Valve with Mandatory Spares

**PROJECT:** MEL Mahan (1832&1833,1854&1855), APL Raigarh (1842 &1843), APL Raipur (1844 & 1845), Mirzapur (1846 & 1847), APL Kawai Ph-II (1850 & 1851), APL Korba (1852 & 53)

**BHARAT HEAVY ELECTRICALS LIMITED**

**TIRUCHIRAPPALLI-620 014.**

**Annexure-G**

**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).**

<b>Description of the Equipment:</b>		a) LP Startup Control valve Commissioning Spares & Mandatory Spares b) SCAPH Control valve with Commissioning Spares & Mandatory Spares
<b>Project covered</b>		MEL Mahan (1832&1833, 1854& 1855),APL Raigarh (1842 &1843), APL Raipur (1844 & 1845), Mirzapur (1846 & 1847), APL Kawai Ph-II (1850 & 1851), APL Korba (1852 & 53 )
<b>To be Filled by Bidder</b>		
<b>BHEL Tender No. &amp; Date</b>		
<b>Name of the firm (Bidder)</b>		
<b>Address</b>		
<b>Contact details</b>		<b>Contact person 1</b> Name: Designation: Office Phone: Mobile: e-mail: <b>Contact person 2</b> Name: Designation: Office Phone: Mobile: e-mail:
<b>Sl No</b>	<b>BHEL Requirements</b>	<b>Supplier Comments</b>
<b>01</b>	<b>Pre-Qualification Criteria:</b> 1.1 Technical	

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Bidder shall comply with the enquiry specification requirements as mentioned in Annexure-E & F (Item Details) against each BOQ Sl. Nos.

Enclosures: As per attached Specification and PQR documents

Any clarifications/deviations to the specification requirements are to be clearly indicated in Annexure -H. Any other deviations indicated elsewhere in the offer will not be considered while evaluating the offer.

If vendor is taking any deviation/s to the specification given in the tender which is/are not mentioned in the “Annexure-E”, BHEL shall have the right to reject the offer/cancel the PO at any stage and in such case BHEL shall have no liability to compensate the supplier in any manner.

### 1.2 Financial

Indigenous suppliers shall submit Audited copies of annual reports (Balance Sheets), Profit & Loss statement for the last three years (or from date of incorporation whichever is less) and GST certificate.

### 1.3 Integrity Pact

Bidder shall submit Integrity Pact (Annexure-8) along with the offer.

1.4 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect.

### 1.5 Customer Approval

Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability and vendor approval by end customer before price bid opening. Vendor firms not approved by end customer shall submit supporting documents/Credentials for taking up with end customer for their approval.

### **Explanatory Notes for the PQR:**

**i.** 'Supplied' in **PQR – 1.1** means, bidder should have delivered the **Control Valves**. Bidder shall submit the relevant documents against the above PQRs inclusive of Purchase order (wherein PO no., date, etc. is legible) along with proof of supply (i.e. - Completion Certificate/ Copy of Invoices / LR Copies/ Store Receipt Vouchers/ Payment Advice etc.) in the respective attachments in their offer in support of PQR. The “Contract” referred in Technical PQR may be Rate Contract/ Framework Agreement/ Purchase Order/ Work Order.

**ii.** Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover **PQR – 1.2** above along with all annexures.

**iii.** In case of audited Financial Statements have not been submitted for all the three years as indicated against Financial Turnover PQR above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.

**iv.** If Financial Statements are not required to be audited statutorily, then instead of audited Financial Statements, Financial Statements are required to be certified by Chartered Accountant.

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	<p><b>v.</b> Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.</p> <p><b>vi.</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of <b>PQR – 1.1 to 1.5 (Wherever is applicable)</b></p>	
<b>02</b>	<p><b>Scope of Supply:</b>  <b>Supply of Control Valves and Mandatory spares as per Annexure A &amp; B.</b>  Vendor to indicate the Mandatory Spares details as per Annexure C &amp; D.</p> <p>Unloading of materials at Project Site / BHEL Trichy Stores shall be in BHEL's scope.</p> <p>No vehicle detention charges are payable to Vendor due to unavoidable delay in unloading the materials at Project Site / BHEL Trichy Stores.</p>	
<b>03</b>	<p><b>PRICE BASIS:</b> PRICE shall be FOR Destination basis and ref Annexure A &amp; B. Transit Insurance is under BHEL scope.</p> <p>The quoted / finalized rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p> <p><b><u>Vendor should maintain uniform rates for same valves and spares in each packages.</u></b></p> <p><b><u>Customer approval is applicable for the tendered valves &amp; Spares. Price bid will be opened for customer approved Techno commercial qualified bidders</u></b></p>	
<b>04</b>	<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 of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any</p>	

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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

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

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

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

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

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

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

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

**4.2.14** 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.

**4.2.15** 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.

**4.2.16 Variation in Taxes & Duties:**

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The

**HSN  
Code:**

.....

**GST %**

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	<p>reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p> <p><b>4.3 Income Tax:</b>  <b>TDS/TCS</b> as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.</p> <p><b>4.4 Supplier HSN Code &amp; Applicable GST % (To be filled by Supplier)</b></p>	
<b>05</b>	<p><b>MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC):</b>  MDCC shall be issued by BHEL. No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL Site. In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.</p>	
<b>06</b>	<p><b>INSPECTION / INSPECTION &amp; TESTING AT SUPPLIERS WORKS:</b></p> <p>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 &amp; 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.</p> <p>BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the Supplier/Vendor.</p> <p>BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost.</p>	
<b>07</b>	<p><b>DELIVERY and ORDERING METHODS (As per Annexure A &amp; B)</b></p> <p><b>Minimum Delivery Period- 5 Months from the date of Manufacturing Clearance and ref Annexure A &amp; B for each project.</b></p> <p>(Indicated delivery period covers Manufacturing, Inspection, Packing, Forwarding and Delivery at Project Site/BHEL Trichy Stores)</p> <p>Manufacturing clearance will be provided based on document approval and site erection schedule.</p> <p><b>Any deviation to the above mentioned delivery terms may lead to rejection of offer.</b></p> <p><b>NOTE:</b>  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</p>	

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	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.	
<b>08</b>	<p><b>TRANSIT INSURANCE:</b></p> <p>Transit Insurance is under BHEL scope for items required to be despatched to project sites.</p> <p>Transit Insurance is under vendors scope for items required to be despatched to BHEL Trichy Stores.</p>	
<b>09</b>	<p><b>PAYMENT TERMS:</b></p> <p><b>a) For Direct to Site Despatch (Ref Annexure A &amp; B)</b></p> <ol style="list-style-type: none"> <li>1. For Non MSME suppliers, Payment term is 100% direct EFT payment after 90 days from the date of Site Acknowledgement (Against submission of GST invoice, Packing List, copy of Site Acknowledged LR, e-Way Bill) &amp; 5% PBG.</li> <li>2. For MSE suppliers, Payment term is 100% direct EFT payment after 45 days from the date of Site Acknowledgement (Against submission of GST invoice, Packing List, copy of Site Acknowledged LR, e-Way Bill) &amp; 5% PBG.</li> <li>3. For Medium Suppliers, Payment term is 100% direct EFT payment after 60 days from the date of Site Acknowledgement (Against submission of GST invoice, Packing List, copy of Site Acknowledged LR, e-Way Bill) &amp; 5% PBG.</li> </ol> <p><b>b) For BHEL Trichy Stores Despatch (Ref Annexure A &amp; B)</b></p> <ol style="list-style-type: none"> <li>4. For Non MSME suppliers, Payment term is 100% direct EFT payment after 90 days from the date of Material Acceptance (Against submission of GST invoice, Packing List, copy of LR, e-Way Bill) &amp; 5% PBG.</li> <li>5. For MSE suppliers, Payment term is 100% direct EFT payment after 45 days from the date of Material Acceptance (Against submission of GST invoice, Packing List, copy of LR, e-Way Bill) &amp; 5% PBG.</li> <li>6. For Medium Suppliers, Payment term is 100% direct EFT payment after 60 days from the date of Material Acceptance (Against submission of GST invoice, Packing List, copy of LR, e-Way Bill) &amp; 5% PBG.</li> </ol> <p><b>Any deviation to the above payment term may lead to rejection of offer.</b></p> <p>Note: Payment term mentioned in the NIC Bid document shall be ignored and the Payment term shall be as per this clause.</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>	
<b>10</b>	<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>• Signed copy of E-Invoice in duplicate (if applicable)</li> <li>• Delivery Challan/Packing list</li> <li>• Copy of LR</li> <li>• Warranty Certificate</li> <li>• Duplicate for Transporter</li> <li>• Original Consignee copy of LR</li> </ul>	

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	<ul style="list-style-type: none"> <li>• Site acknowledged copy of LR</li> <li>• E Way bill</li> <li>• Bank Guarantee</li> <li>• MDCC (if applicable)</li> <li>• Original Inspection Report (IR) and quality documents (as per approved QP / PO)</li> <li>• (... any other documents ...)</li> </ul>	
<b>11</b>	<p><b>BANK DETAILS FOR EMD &amp; PERFORMANCE SECURITY SUBMISSION:</b></p> <p>For Electronic Fund Transfer the details are as below:  a) Name of the Beneficiary: Bharat Heavy Electricals Limited</p> <p>b) Bank Particulars (Details of Respectively executing region):  Name of the Company - BHARAT HEAVY ELECTRICALS LIMITED  Address of the company – HIGH PRESSURE BOILER PLANT, TRIRVERUMBUR, TRICHY-620014  Name of the bank – STATE BANK OF INDIA  Bank branch – HEAVY ELECTRICALS KAILASAPURAM BRANCH  City - TRICHY  Branch code - 01363  IFSC code – SBIN0001363  MICR code – 620002004</p>	
<b>12</b>	<b>EARNEST MONEY DEPOSIT:</b> Not Applicable.	<b>Not Applicable</b>
<b>13</b>	<p><b>PERFORMANCE SECURITY:</b> Applicable / <del>Not Applicable</del></p> <p><b>13.1</b> Successful bidder awarded the contract should deposit 5% of the contract value as performance security towards fulfilment of all contractual obligations, including warranty obligations.</p> <p><b>13.2</b> Performance Security is to be furnished within 14 days after issuance of Contract/PO and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier/Vendor, including warranty obligations.</p> <p><b>13.3 Modes of deposit:</b>  a) Performance security may be furnished in the following forms:</p> <ol style="list-style-type: none"> <li>Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ</li> <li>Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the prescribed format of BHEL.</li> <li>Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</li> <li>Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</li> </ol>	



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	<p>v. Insurance Surety Bond.</p> <p>Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p> <p><b>13.4</b> The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier/Vendor as provided herein or elsewhere in the Contract/PO.</p> <p><b>13.5</b> Performance Security shall be refunded to the Supplier/Vendor without interest, after the Supplier/Vendor duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p><b>13.6</b> The Performance Security shall not carry any interest.</p> <p><b>13.7</b> There is no exemption of Performance security deposit submission for MSE Vendors.</p> <p><b>13.8 Performance security is Nil for Central/ State PSUs/ Government depts. / Autonomous/ Educational/ Research institutions.</b></p> <p><b>Non acceptance of the above terms will lead to rejection of bid.</b></p>	
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>I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</li> <li>II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period</li> <li>III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</li> <li>IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</li> <li>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</li> <li>VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</li> <li>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</li> <li>VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</li> <li>IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have</li> </ol>	

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- |    |   |
|----|---|
| X. | <p>resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> |
|----|---|

**Note-** 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.

#### **14.2 Remedies in case of Breach of Contract.**

- 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 notices 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

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	<p>including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>Note:</b></p> <p>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:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(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.</p> <p><b>LD against delay in executed supply in case of Termination of Contract:</b></p> <p>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.</p> <p>Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below.</p> <p>i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</p> <p>ii. <b>Let the value of executed supply till the time of termination of contract= X</b></p> <p>iii. Let the Total Executable Value of supply for which inputs/fronTS were made available to Supplier/Vendor and were planned for execution till termination of contract = Y</p> <p>iv. Delay in executed supply attributable to Supplier/Vendor i.e. T2=[1-(X/Y)] x T1</p> <p>v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor.</p>	
15	<p><b>BILL TO/ SHIP TO ADDRESS:</b></p> <p><b>BILL TO:</b>  <b>BHARAT HEAVY ELECTRICALS LIMITED</b>  <b>HIGH PRESSURE BOILER PLANT, TIRUCHIRAPALLI - 620 014.</b>  <b>TAMIL NADU - INDIA.</b>  <b>GSTIN: 33AAACB4146P2ZL</b></p>	

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	<b>SHIP TO ADDRESS:</b> <b>Will be intimated later</b>																
<b>16</b>	<b>GUARANTEE/WARRANTY:</b>  ALL MATERIALS SHALL BE DEFECT FREE AND SHALL BE REPLACEABLE FREE OF COST DURING GUARANTEE PERIOD. THE ITEMS SHALL BE GUARANTEED FOR A PERIOD OF 24 MONTHS FROM THE DATE OF SUPPLY OR 18 MONTHS FROM THE DATE OF COMMISSIOING, WHICHEVER IS EARLIER.  No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.  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.																
<b>17</b>	<b>MICRO AND SMALL ENTERPRISES (MSE):</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 border="1"><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> Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. <div>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 NIC 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.</div> <div>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.</div> <div>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</div>	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																	
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will not be applicable. Udyam Registration certificate shall be submitted by MSE eligible vendors for availing MSE benefits.

Purchase preference to Micro and Small Enterprises (MSEs):

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/ Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 2 projects- Raigarh U1 & U2, Mirzapur U1 &U2 for package1 & 3 In such case the quantity shall not be counter offered to non MSE L-2 bidder.

For package-2(LPO2) and Package -4 (SCAPH02), There will be no splitting -100% ordering on L1 only and counter offer will be done on eligible MSE bidders as per MSE guidelines.

**18 LIQUIDATED DAMAGE:**

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 total contract value of delayed quantity without any controversy/dispute of any sort whatsoever.**

LD shall be reckoned from the Contract delivery date to material receipt date.

Material receipt date means the following

Direct to Site (DTS)- Site Acknowledgement date

Dispatch to BHEL Trichy Stores- Vehicle/Gate Entry date

**19 INTEGRITY PACT (IP):** Applicable / Not Applicable

a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Supplier/Vendor are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have



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been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl No	IEM	E Mail
1	Shri Bishwamitra Pandey	Iem2@bhel.in
2	Shri Mukesh Mittal	Iem3@bhel.in

**b)** The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

**c)** Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 21 below.*

**20 PREFERENCE TO MAKE IN INDIA:**

For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences 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 NIC Bid, the same shall be applicable even if issued after issue of this NIC Bid, but before opening of Part-II bids against this NIC Bid.

**23.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -

a. An entity incorporated established or registered in such a country; or

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- b. A subsidiary of an entity incorporated established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
    - (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.
    - (ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids

**21 Settlement of Dispute:**

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work

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

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1

### **21.1 Conciliation:**

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

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

### **21.2 ARBITRATION:**

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 **Madras High Court, Arbitration Centre (MHCAC)** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

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 & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the

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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.

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- **Madras High Court, Arbitration Centre (MHCAC)**- 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 **Madras High Court, Arbitration Centre (MHCAC)**- 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.

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

21.2.5 The Arbitration proceedings shall be in English language and the seat of Arbitration shall be **Trichy**.

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

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.

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.

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.

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

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	<p>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> <li>Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</li> <li>Epidemic, pandemic etc.</li> </ol> </li> </ol> <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>	



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	<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> <ul style="list-style-type: none"> <li>i) Constitute a default or breach of the Contract.</li> <li>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.</li> </ul> <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>	
<b>24</b>	<p><b>Non-Disclosure Agreement:</b></p> <p>The bidders shall enter into the Non-disclosure agreement separately. (Annexure 7 attached).</p>	
<b>25</b>	<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>	
<b>26</b>	<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>	

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**PROJECT:** MEL Mahan (1832&1833,1854&1855), APL Raigarh (1842 &1843), APL Raipur (1844 & 1845), Mirzapur (1846 & 1847), APL Kawai Ph-II (1850 & 1851), APL Korba (1852 & 53)

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:</p> <p><a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>.</p>																
28	<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="129 1227 1310 1413"> <tr> <td>Name</td><td>K. Udayakumar</td><td>Kannan M</td></tr> <tr> <td>Department</td><td>Sr. Manager/MM</td><td>Manager/MM</td></tr> <tr> <td>Address</td><td>Bldg No.24, BHEL Trichy</td><td>Bldg No.24, BHEL Trichy</td></tr> <tr> <td>Phone</td><td>0431-2577030</td><td>0431-2578558</td></tr> <tr> <td>e-mail</td><td>Udayakumar.k@bhel.in</td><td>mkn@bhel.in</td></tr> </table>	Name	K. Udayakumar	Kannan M	Department	Sr. Manager/MM	Manager/MM	Address	Bldg No.24, BHEL Trichy	Bldg No.24, BHEL Trichy	Phone	0431-2577030	0431-2578558	e-mail	Udayakumar.k@bhel.in	mkn@bhel.in	
Name	K. Udayakumar	Kannan M															
Department	Sr. Manager/MM	Manager/MM															
Address	Bldg No.24, BHEL Trichy	Bldg No.24, BHEL Trichy															
Phone	0431-2577030	0431-2578558															
e-mail	Udayakumar.k@bhel.in	mkn@bhel.in															
29	<p><b>Order of Precedence:</b></p> <p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> <li>Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</li> <li>Buyer Added Bid Specific ATC</li> <li>NIC Bid Technical Conditions of Contract (TCC)</li> <li>NIC GTC</li> </ol>																
30	<p><b>Bid Offer Validity:</b> 120 days from Part-1 Bid opening date</p>																
31	<p><del><b>Erection supervision and commissioning support:</b></del></p> <p><del>Vendor shall render support for Supervision of erection and commissioning of the offered system (including flushing of skid) by deputing experienced &amp; skilled manpower for period of upto 14 mandays per boiler (i.e. for Two HWL valves and One MEFCV). Total 28 mandays for 2 boilers. Depending on the actual man days utilised out of 14 mandays per boiler, the 2% payment for the Direct to Site Despatch Items (BOQ Sl. No. 1 to 11) will be released on pro-rata basis. In any case, the Charges for Supervision of Erection and Commissioning shall not be paid more</del></p>	<p><b>Not Applicable</b></p>															

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	<p><del>than 2% of the Direct to Site Despatch Items (BOQ Sl. No. 1 to 11) and the supplier shall render the service abiding by the above condition.</del></p> <p><del>During this period, vendor shall also ensure that the Flushing kit is installed during initial supply and subsequent hydro test and acid cleaning operation at site. Vendor shall ensure proper purging of the lines to eliminate the presence of foreign particles before installing the trim parts and commissioning activity.</del></p> <p><del>In case of any issues/problems arise during the hydro test, acid cleaning, assembling, dismantling of valve or the maintenance of the valve, the Vendor is responsible for resolving the issues and transporting the specialized tools and equipment (Hydraulic torque wrenches, special tools &amp; equipment etc.) to the site for carrying out the maintenance and repair works and vendor should bear the relevant expenses as well. They should make sure that they will take the materials back, only after all the issues have been resolved at the site. BHEL will not bear any expense on the repair work and on the transportation of equipment to the site.</del></p> <p><del>All the expenses like to &amp; fro charges, incidentals, boarding &amp; lodging at site are to be borne by the vendor.</del></p> <p><del>After successful commissioning of the system, MoM to be signed with BHEL site.</del></p>	
<b>32</b>	<p><b>Document Submission:</b></p> <p>In case of PO placements, required documents have to be submitted for approval within time period mentioned in Technical Specification documents. Any delay beyond the above specified period will be considered during LD calculation.</p>	
<b>33</b>	<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.</li> <li>2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS - Annexure-A, will lead to rejection of offer.</li> <li>3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</li> <li>4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.</li> <li>5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</li> <li>6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.</li> </ol>	

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34	<p><b>Enclosure:</b></p> <p>Annexure-1: Check List.</p> <p>Annexure-2: Offer forwarding letter / tender submission letter</p> <p>Annexure-3: No Deviation Certificate</p> <p>Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings</p> <p>Annexure-5: Declaration by Authorized Signatory</p> <p>Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents</p> <p>Annexure-7: Non-Disclosure Certificate</p> <p>Annexure-8: Integrity Pact</p> <p><del>Annexure-9: Declaration confirming knowledge about Site Conditions</del></p> <p>Annexure-10: Declaration reg. Related Firms &amp; their areas of Activities</p> <p>Annexure-11: Declaration for relation in BHEL</p> <p>Annexure-12: Declaration reg. minimum local content in line with revised public procurement</p> <p><del>Annexure-13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017</del></p> <p><del>Annexure-14: Bank Account Details for E-Payment</del></p> <p>Annexure-15: Power of Attorney for submission of tender.</p> <p><del>Annexure-16: Proforma of Bank Guarantee for Earnest Money.</del></p> <p>Annexure-17: Proforma of Bank Guarantee for Performance Security.</p> <p>Annexure-18: List of Consortium Bank.</p>	
35	<p><b>Conflict of Interest Among Bidders/Agents:</b></p> <p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ol style="list-style-type: none"> <li>they have controlling partner (s) in common; or</li> <li>they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</li> <li>they have the same legal representative/agent for purposes of this bid; or</li> <li>they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or</li> <li>Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly! Assemblies from one bidding manufacturer in more than one bid; or</li> <li>In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: <ol style="list-style-type: none"> <li>The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>Indian/foreign agent on behalf of only one principal; or</li> </ol> </li> <li>A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of</li> </ol>	

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the Bid; or

- h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Signature and seal