

Enquiry No GEM/2022/B/1939101 dt 10.02.2022
Procurement of IS3589 Pipes for Panki, Patratu & Yadadri Projects

Date – 14.02.2022

Dear Sir / Madam,

Sub: Procurement of IS3589 Pipes for Panki, Patratu & Yadadri Projects as per BHEL Enquiry - GEM/2022/B/1939101 dt 10.02.2022.

With regard to the subject tender for the procurement of “**IS3589 Pipes for Panki, Patratu & Yadadri Projects**” as per BHEL Enquiry No GEM/2022/B/1939101 dt 10.02.2022, Corrigendum #1 is being issued for revision of payment terms in the bid specific ATC.

Point 14 modified to include BHEL Standard payment terms.

SI No	BHEL requirement
14	<p>TERMS OF PAYMENT: No advance payment shall be made by BHEL. 100% NEFT payment after 60 days of issue of CRAC. (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)</p> <p>However preference in payment shall be given to MSE bidders as per MSMED Act 2006 subject to submission of relevant documents (100% payment within 45 days of issue of CRAC).</p> <p><u>No other payment terms will be accepted. If bidders propose for any other payment term other than indicated above, such bids will be rejected.</u></p> <p><u>PAYMENT DOCUMENTS -</u> Payment shall be made against presentation of following documents to Finance Department by Purchase department.</p> <ol style="list-style-type: none"> a) Tax Invoice in triplicate b) Delivery Challan in triplicate whichever is applicable c) Guarantee certificate d) Lorry Way Bill (Original + Two copies) e) CRAC from GeM f) Quality documents (as per approved QP/PO) <p>Hence,</p> <ol style="list-style-type: none"> 1. Soft copy of Invoice and LR should be sent immediately after dispatch by e-mail to Purchase. 2. Hard copy should be sent subsequently within 1 week. <p>Payment shall be processed only after receipt of CRAC in GeM.</p>

Prospective bidders are requested to take note and submit / revise their quote before the due date **21.02.2022 (14.00 hrs)**.

For BHEL Piping Centre,

Poongkodi.V
 DM / Purchase
 BHEL Piping Centre

Bid Corrigendum

GEM/2022/B/1939101-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Scope of supply (Bid price to include all cost components) : Only supply of Goods
2. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
3. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
4. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
5. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
6. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): BUREAU VERITAS / TUV SUD
Post Receipt Inspection at consignee site before acceptance of stores: RESPECTIVE PROJECT SITE
7. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
8. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
9. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address The Assistant Divisional Engineer (Stores), Construction Division Yadadri TPS (5x800MW), Damaracherla (Mandal), Veeralapalem (Village), District - Nalgonda, Telangana - 508115 FOR SCHEDULES 1 TO 4 BHEL STORES, PATRATU STPS EXPN PHASE-1, PATRATU VIDYUT UTPADAN NIGAM LTD, PATRATU, DIST RAMGARH, JHARKHAND, Pin - 829119 FOR ENQUIRY SCHEDULES 5 TO 9 S.E. (MMC - STORES), UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM LIMITED, 1 X 660 MW PANKI EXTN THERMAL POWER STATION, PANKI, KANPUR , UTTAR PRADESH, Pin - 208020 FOR SCHEDULES 10 & 11 - -.
10. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

ANNEXURE-A

BID SPECIFIC ADDITIONAL TERMS & CONDITIONS FOR IS3589 PIPES

PANKI, PATRATU & YADADRI PROJECTS

SI No	BHEL requirement	Agree / Disagree																																																																																			
1	<p>SCOPE OF SUPPLY-</p> <p>i) Manufacture / Fabrication & Supply of welded pipes conforming to IS 3589 Gr.410 meeting BHEL drawing & technical requirements for PANKI, PATRATU & YADADRI Projects.</p> <p>ii) To be delivered at RESPECTIVE project site. Details as per table below.</p> <table border="1" data-bbox="126 472 1421 1192"> <thead> <tr> <th>ITEM NO.</th> <th>MATERIAL CODE</th> <th>PIPE DESCRIPTION</th> <th>QTY IN METERS</th> <th>WT IN MT</th> <th>MATERIAL GROUP</th> <th>F.O.R DESTINATION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>159385260800</td> <td>PIPE OD 406.4 X 8 IS3589-410MPA</td> <td>396</td> <td>31.124</td> <td>PCP42</td> <td rowspan="4">YADADRI Project Site</td> </tr> <tr> <td>2</td> <td>159385270800</td> <td>PIPE OD 457 X 8 IS3589-410MPA</td> <td>204</td> <td>18.07</td> <td>PCP36</td> </tr> <tr> <td>3</td> <td>159385290001</td> <td>PIPE OD 558.8 X 8 IS3589-410MPA</td> <td>636</td> <td>69.133</td> <td>PCP36</td> </tr> <tr> <td>4</td> <td>159385440000</td> <td>PIPE OD 762.0 X 8.0 IS3589-410MPA</td> <td>84</td> <td>12.499</td> <td>PCP36</td> </tr> <tr> <td>5</td> <td>159385490640</td> <td>PIPE OD 219.1 X 6.4 IS3589-410MPA</td> <td>812</td> <td>27.261</td> <td>PCP35</td> <td rowspan="4">PATRATU Project Site</td> </tr> <tr> <td>6</td> <td>159385380640</td> <td>PIPE OD 273.1 X 6.4 IS3589-410MPA</td> <td>540</td> <td>22.729</td> <td>PCP35</td> </tr> <tr> <td>7</td> <td>159385390000</td> <td>PIPE OD 323.9 X 6.4 IS3589-410MPA</td> <td>1,020.00</td> <td>51.051</td> <td>PCP42</td> </tr> <tr> <td>8</td> <td>159385420000</td> <td>PIPE OD 355.6 X 6.0 IS3589-410MPA</td> <td>50</td> <td>2.586</td> <td>PCP42</td> </tr> <tr> <td>9</td> <td>159387100000</td> <td>PIPE OD 508 X 8 IS3589-410MPA</td> <td>162</td> <td>15.98</td> <td>PCP36</td> <td rowspan="3">PANKI Project Site</td> </tr> <tr> <td>10</td> <td>159387100000</td> <td>PIPE OD 508 X 8 IS3589-410MPA</td> <td>540</td> <td>53.266</td> <td>PCP36</td> </tr> <tr> <td>11</td> <td>159387100000</td> <td>PIPE OD 508 X 8 IS3589-410MPA</td> <td>25</td> <td>2.466</td> <td>PCP36</td> </tr> <tr> <td colspan="3">Total Quantity</td> <td>4469</td> <td>306.165</td> <td></td> <td></td> </tr> </tbody> </table>	ITEM NO.	MATERIAL CODE	PIPE DESCRIPTION	QTY IN METERS	WT IN MT	MATERIAL GROUP	F.O.R DESTINATION	1	159385260800	PIPE OD 406.4 X 8 IS3589-410MPA	396	31.124	PCP42	YADADRI Project Site	2	159385270800	PIPE OD 457 X 8 IS3589-410MPA	204	18.07	PCP36	3	159385290001	PIPE OD 558.8 X 8 IS3589-410MPA	636	69.133	PCP36	4	159385440000	PIPE OD 762.0 X 8.0 IS3589-410MPA	84	12.499	PCP36	5	159385490640	PIPE OD 219.1 X 6.4 IS3589-410MPA	812	27.261	PCP35	PATRATU Project Site	6	159385380640	PIPE OD 273.1 X 6.4 IS3589-410MPA	540	22.729	PCP35	7	159385390000	PIPE OD 323.9 X 6.4 IS3589-410MPA	1,020.00	51.051	PCP42	8	159385420000	PIPE OD 355.6 X 6.0 IS3589-410MPA	50	2.586	PCP42	9	159387100000	PIPE OD 508 X 8 IS3589-410MPA	162	15.98	PCP36	PANKI Project Site	10	159387100000	PIPE OD 508 X 8 IS3589-410MPA	540	53.266	PCP36	11	159387100000	PIPE OD 508 X 8 IS3589-410MPA	25	2.466	PCP36	Total Quantity			4469	306.165			
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2	<p>TECHNICAL REQUIREMENT-</p> <p>A) PIPE REQUIREMENT</p> <p>i) Welded pipes conforming to IS 3589 Gr.410 shall be manufactured / fabricated (as applicable) and supplied meeting BHEL Technical Delivery Condition TDC: TDG:07 Rev. 08 dt 05.12.19.</p> <p>If Raw materials (Pipes) are received directly from RM Manufacturer's work (as per Annexure-D) meeting the requirements of TDC:TDG:07 Rev. 08 dt 05.12.19, the materials shall be accepted based on</p> <ol style="list-style-type: none"> Correlation of Heat Number on material with TCs Verification of TCs <p>If Raw materials (Pipes) are received from DEALERS meeting the requirements of TDC:TDG:07 Rev. 08 dt 05.12.19, Check test (Chemical and Mechanical tests on one sample per Heat / Size) shall be done at NABL approved Lab. This shall be made part of the Quality plan for approval by BHEL. BHEL shall identify the sample and witness the check test.</p> <p>ii) a. Pipes for Yadadri project shall be supplied as per Drawing No. 3-80-650-36923-R00 (Refer production notes). Tolerance on total length of pipe given in Note: 02 is for manufacturing purpose only and Payment shall be made as per length mentioned in enquiry / PO or actual length supplied whichever is less.</p> <p>b. Pipes for Panki and Patratu projects shall be supplied as per the production notes given below:</p> <ol style="list-style-type: none"> All pipes are to be supplied with edge preparation as per drg no. 4-80-999-93079. For EP style & weld end dia (d1), unpriced bid (Annexure-B). Inside bevel is required, only if d1 value is higher than inside diameter. Tolerance on total length of pipe is ± 2 meters, if total length is >350m. Otherwise tolerance on total length of pipe is ± 0.5m. Tolerance provided on total length is for manufacturing purpose only and Payment shall be made as per length mentioned in enquiry / PO or actual length supplied whichever is less. Specific length of supply shall be as mentioned in unpriced bid (Annexure-B). 																																																																																				

ANNEXURE-A

BID SPECIFIC ADDITIONAL TERMS & CONDITIONS FOR IS3589 PIPES

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	<p>iii) WPS/PQR available with bidder shall be submitted.</p> <p>iv) Typical Quality plan available with bidder shall be submitted.vi) Bidder shall submit detailed process flow chart from raw material stage including manufacturing of pipe (applicable for pipe manufacturers) / procurement of pipe from BHEL approved MAKES (applicable for fabricators), welding if any (to fabricate the required length), Edge Preparation, coating & testing.</p> <p>v) Bidder shall submit valid ISO 9001:2015 certificate or Quality Management system Certificate or written down procedure.</p> <p>vi) Bidder shall comply to all requirements mentioned in TDC: TDG:07 Rev. 08 dt 05.12.19. In addition to the requirements in TDC: TDG:07 Rev. 08 dt 05.12.19, Cl 3.2 of TIP:07:0 dt 10.09.93 shall be followed for protection of EP. Material for the Metallic end cap shall be sheets of 0.8mm thick (minimum) of specification IS1079.</p> <p>vii) Submit duly filled in Unpriced bid enclosed (Annexure-B).</p> <p>viii) Submit duly filled in Checklist enclosed along with supporting documents (Annexure-C).</p> <p>ix) Submit duly filled in Pre-Qualification Criteria along with supporting documents (Annexure-G).</p> <p>x) Bids qualifying the PQR conditions shall be evaluated for techno-commercial soundness. Only bids of techno-commercially qualified bidders shall be considered for price evaluation.</p>	
2	<p><u>B) COATING REQUIREMENT</u></p> <p>Project specific painting schemes enclosed with the tender are given below:</p> <p>YADADRI - QP NO: 7295: QPC: 11 Rev. 02 dt. 03.07.2018</p> <p>PANKI - QP NO: 7263: QPC: 11 Rev. 02 dt. 01.07.2019 & QP NO: 7263: QPC: 12 Rev. 03 dt. 20.05.2019</p> <p>PATRATU - QP NO: 7381: QPC: 11 Rev. 02 dt. 16.03.2019 & QP NO: 7381: QPC: 12 Rev. 00 dt. 21.08.2018</p> <p>Applicable Sl. Nos. of the respective painting scheme to be referred in unpriced bid (Annexure-B).</p> <p>BHEL Approved Paint sources shall be as per Annexure-E enclosed.</p>	
3	<p><u>QUALITY PLAN</u></p> <p>After placement of Purchase order vendor shall submit Quality plan for fabrication of pipe, meeting the agreed tender requirements for review/approval immediately within 7 days from date of PO.</p> <p>Manufacturing / Fabrication shall commence subjected to approval of above QP by BHEL.</p>	
4	<p><u>VALIDITY OF OFFER-</u></p> <p>The quotation shall be valid at least for a period of 90 days from the date of technical bid opening / 60 days from the date of reverse auction whichever is later. Offer with lesser validity may not be considered.</p>	
5	<p><u>DELIVERY PERIOD-</u></p> <p>90 DAYS from the date of Purchase order.</p>	
6	<p><u>LIQUIDATED DAMAGES-</u></p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p>	
7	<p><u>DELIVERY TERM-</u></p> <p>'FOR' RESPECTIVE Project Site (all incl of P&F, F&I, testing, inspection charges etc) as mentioned in unpriced bid (Annexure-B).</p>	

ANNEXURE-A

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PANKI, PATRATU & YADADRI PROJECTS

8	<p>EVALUATION & ORDERING-</p> <ol style="list-style-type: none">1. Evaluation of bids and ranking of bidders shall be done item wise.2. Quoted rates shall be inclusive of GST.3. Minimum Order Quantity (MOQ) / Minimum Order Value (MOV) condition will not be accepted. Bids of such bidders (if any) insisting for MOQ / MOV will be rejected. <p>Successful L1 bidder shall furnish price break-up in the following format:</p> <table border="1"><thead><tr><th>Sl No</th><th>Pipe Description</th><th>Qty in metres</th><th>Weight in MT</th><th>Pipe Base price / meter in INR</th><th>External painting / meter</th><th>Freight & Insurance / meter</th><th>All inclusive rate / meter</th><th>Total value T = All inclusive rate / Meter X Qty</th></tr></thead><tbody><tr><td style="text-align: center;">1</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td style="text-align: center;">2</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td style="text-align: center;">...</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table> <p>THIS IS A FIXED PRICE CONTRACT AND PRICES ARE FIRM TROUGHOUT THE EXECUTION OF THE CONTRACT.</p>	Sl No	Pipe Description	Qty in metres	Weight in MT	Pipe Base price / meter in INR	External painting / meter	Freight & Insurance / meter	All inclusive rate / meter	Total value T = All inclusive rate / Meter X Qty	1									2									...									
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9	<p>PREFERENCE TO MAKE IN INDIA PRODUCTS (FOR BIDS < 200 CRORE)-</p> <p>Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denote in the bid document. If the bidder (manufacturer) wants to avail the Purchase preference, the bidder must upload a certificate (as per Annexure-F) regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.</p> <p>Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.</p>																																					
10	<p>PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSES)-</p> <p>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. Udyam Registration certification shall be submitted.</p> <p>If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) 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 25% (selected by Buyer) percentage of total QUANTITY.</p>																																					
11	<p><u>TESTING AND TEST CERTIFICATES</u></p> <p>Test certificates as called for in the TDC & approved QP shall be sent to Purchase / Piping Centre BHEL Chennai immediately after the shipment / dispatch of items. Inspection documents shall be furnished for each batch of dispatch / consignment. Soft copy in CD format of the all the test certificates shall also be submitted. Year of Code for the standards shall be latest and the specific year is to be mentioned in the Manufacturer's test certificates.</p>																																					

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	<p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>*(Balance scope of work / supply)</p> <p>Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount.</p> <p>Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.</p> <p>Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.</p> <p>Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. Note: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount.</p> <p><u>LD against delay in executed work / supply in case of Termination of Contract in case of Risk and Cost Option</u></p> <p>LD against delay in executed work / supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor / supplier. For limiting maximum LD value, contract value shall be taken as Executed Value of work / supply.</p> <p>Method for calculation of "LD against delay in executed work / supply" is given below.</p> <ol style="list-style-type: none"> i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier= T1 ii. Let the value of executed work / supply till the time of termination of contract= X iii. Let the Total Executable Value of work / supply for which inputs / fronts were made available to contractor / supplier and were planned for execution till termination of contract= Y iv. Delay in executed work / supply attributable to contractor/supplier i.e. T2= (1- X/Y) * T1 v. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as delay attributable to contractor / supplier. <p>Note: In case portion of work / supply is withdrawn, no LD shall be applicable for portion of work / supply withdrawn.</p> <p>Recovery from Supplier</p> <p>Recoveries from contractor / supplier on whom risk & cost has been invoked shall be made from the following:</p> <ol style="list-style-type: none"> i. Dues available in the form of Bills payable to contractor / supplier, SD, BG's against the same contract. ii. Dues payable to contractor / supplier against other contracts in the same Region / Unit / Division of BHEL. iii. Dues payable to contractor / supplier against other contracts in the different Region / Unit / division of BHEL. <p>Legal Options for recovery of dues payable by the supplier / contractor.</p> <p>Bids deviating from BHEL's standard condition will be rejected.</p>	
17	<p><u>NON-DISCLOSURE AGREEMENT (NDA):</u></p> <p>The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached – as per Annexure-H).</p>	

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PANKI, PATRATU & YADADRI PROJECTS

18	<p><u>FRAUD PREVENTION POLICY:</u> The Bidder along with its associate/ collaborators/ sub-contractors/ sub-Bidders/ 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.</p>	
19	<p><u>SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:</u> The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>Integrity commitment, performance of the contract and punitive action thereof:</p> <p>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.</p> <p>Commitment by Bidder/ Supplier/ Contractor</p> <ul style="list-style-type: none"> • 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. <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 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.</p>	
20	<p><u>CARTEL FORMATION:</u> 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>	
21	<p><u>IN THE EVENT OF FORCE MAJEURE:</u></p> <ol style="list-style-type: none"> a. 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. b. 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 	

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	<p>contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>c. 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.</p> <p>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.</p>	
22	<p><u>LAWS GOVERNING THE CONTRACT:</u></p> <p>a. The contract shall be governed by the Laws of the Government of India in force.</p> <p>b. Irrespective of the place of execution of the contract, place of delivery, place of payment under the contract, the contract shall be deemed to have been made at the place at which the Acceptance of the tender has been issued.</p>	
23	<p><u>JURISDICTION OF THE COURT</u></p> <p>The Courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.</p>	
24	<p><u>RESOLUTION OF DISPUTES:</u></p> <p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>Notes:</p> <ol style="list-style-type: none"> 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. <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Enquiry Conditions.</p> <p>The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions.</p> <p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p>	

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	<p>The seat of arbitration shall be Chennai, 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 Chennai, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p><u>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></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 & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.</p>	
25	<p><u>SET-OFF CLAUSE:</u></p> <p>BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.</p>	
26	<p><u>CAUTION:</u></p> <p>a) The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.</p> <p>b) The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL’s terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.</p>	
27	<p><u>GENERAL:</u></p> <p>i. The PO copy with all details will be given to successful bidders in soft mode only.</p> <p>ii. Acknowledgement for receipt of PO shall be sent within one week from the date of receipt.</p> <p>iii. BHEL reserves the right to cancel this tender without assigning any reasons what so ever.</p> <p>iv. Deviation taken after placement of order will not be accepted (Both technical as well as on delivery).</p> <p>v. Suppliers to analyze in detail, at the time of submission of offer with reference to our “delivery” requirement of item and confirm compliance.</p> <p>vi. BHEL reserves the right to negotiate or re-float the tender opened, if L1 price / other details are not acceptable to them.</p> <p>vii. Any other terms or conditions mentioned in your offer other than the above mentioned formats will not be evaluated and will be considered null & void. Hence your offer shall contain ONLY the above mentioned formats.</p> <p>viii. Bids not accepting to above conditions will be liable for rejection.</p> <p>ix. For verification of data submitted towards evaluation of bidder's capability, BHEL may decide to visit the bidder(s) works. Any fact found deviating from submitted data shall make the bidder liable to be disqualified.</p>	
28	<p><u>ENCLOSURES:</u></p>	

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	<p data-bbox="180 239 212 281"></p> <p data-bbox="144 281 250 321">ANNEXURES & IP.pdf</p> <p data-bbox="388 239 420 281"></p> <p data-bbox="334 281 472 321">DRAWINGS, TECH SPEC & PAINT REQU</p> <hr data-bbox="126 369 542 373"/>	
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