

**Enquiry No GEM/2022/B/2137410 dt 28.04.2022**  
**Procurement of B7, B16 and Commercial grade fasteners**

Date – 08.05.2022

Dear Sir / Madam,

**Sub:** Procurement of B7, B16 and Commercial grade fasteners as per BHEL Enquiry - GEM/2022/B/2137410 dt 28.04.2022.

With regard to the subject tender for the procurement of “**B7, B16 and Commercial grade fasteners**” as per BHEL Enquiry No GEM/2022/B/2137410 dt 28.04.2022, Corrigendum #1 is being issued for correction in delivery period mentioned in the Bid specific Additional terms and conditions.

Point 4 modified to include Delivery period in line with the BOQ.

SI No	BHEL requirement
4	<p><b>DELIVERY PERIOD-</b>  <b>60 days from the date of PO</b></p> <p>Delivery is the essence of the contract. Supplies are to be completed within 45 days from LOI/PO date. As delivery will affect our project requirements, kindly quote for the above delivery period only. Bidder has to strictly confirm to the delivery terms.</p>

Prospective bidders are requested to take note and submit / revise their quote before the due date **16.05.2022 (14.00 hrs)**.

For BHEL Piping Centre,

Poongkodi.V  
DM / Purchase  
BHEL Piping Centre

## Bid Corrigendum

GEM/2022/B/2137410-C3

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. 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.
7. 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 THE**  
**PROCUREMENT OF B7, B16 & COMMERCIAL GRADE FASTENERS**

SI No	BHEL requirement	Agree / Disagree
1	<p><b>SCOPE OF SUPPLY-</b></p> <p>i) Manufacture &amp; Supply of B7, B16 &amp; Commercial grade Fasteners as per Indian Standards, BHEL drawings, BPS &amp; TDC as applicable.</p> <p>ii) To be despatched to Ward 55, BHEL Trichy Stores</p> <p>iii) List of items shall be as per Unpriced bid enclosed (<b>Annexure-B</b>).</p>	
2	<p><b>TECHNICAL REQUIREMENT-</b></p> <ol style="list-style-type: none"> <li>1. Bidders shall comply with all the technical requirements mentioned in respective Indian standards, drawings, TDC &amp; BPS in Unpriced bid (<b>Annexure-B</b>).</li> <li>2. Submit duly filled in Unpriced bid enclosed (<b>Annexure-B</b>).</li> <li>3. Submit duly filled in Checklist enclosed along with supporting documents (<b>Annexure-F</b>).</li> <li>4. Submit duly signed BPS, TDC:5:164 &amp; drawings for <b>Compliance to BOQ Specifications</b>.</li> <li>5. Quantity mentioned against each item may vary up to +/- 25% of the enquiry quantity. Bidders are bound to accept the orders accordingly.</li> <li>6. Bids qualifying the PQR criteria (<b>Annexure-C</b>) shall be evaluated for techno-commercial soundness. Only bids of techno-commercially qualified bidders shall be considered for price evaluation.</li> </ol> <p>Deviation if any shall be clearly indicated in a separate sheet. <b>UNDISCLOSED DEVIATIONS ARE NOT ACCEPTABLE.</b></p>	
3	<p><b>VALIDITY OF OFFER-</b></p> <p>The quotation shall be valid at least for a period of <b>90 days from the date of technical bid opening / 60 days from the date of price evaluation</b> whichever is later. Offer with lesser validity may not be considered.</p>	
4	<p><b>DELIVERY PERIOD-</b></p> <p><b>60 days from the date of PO</b></p> <p>Delivery is the essence of the contract. Supplies are to be completed within 45 days from LOI/PO date. As delivery will affect our project requirements, kindly quote for the above delivery period only. Bidder has to strictly confirm to the delivery terms.</p>	
5	<p><b>LIQUIDATED DAMAGES-</b></p> <p>If the bidder fails to deliver the item within the period specified in the contract the purchaser shall deduct Liquidated Damages, a sum equivalent to 0.5% of the price for each week of delay up to a maximum of 10% of the price of delayed/undelivered portion.</p> <p><b>LD will be reckoned from the date of Invoice date / Lorry Way bill date / E-Way Bill date whichever is later. Applicability of LD shall be on undelivered portion of the PO.</b></p>	
6	<p><b>DELIVERY TERM-</b></p> <p><b>FOR Ward 55, BHEL Trichy Stores basis</b></p> <p>Dispatch of items shall be made to Ward 55, BHEL Trichy Stores, Tamil Nadu state, India based on Delivery instructions by BHEL-PC.</p>	
7	<p><b>EVALUATION &amp; ORDERING-</b></p> <ol style="list-style-type: none"> <li>1. Only Techno-commercially qualified bidders shall be considered for price evaluation. Price evaluation shall be through <b>Reverse auction</b> in GeM portal with <b>H1-Highest Priced Bid Elimination</b>.</li> <li>2. Evaluation of bids and ranking of bidders shall be done on package basis. Bidder shall quote for all items of a package mandatorily.</li> <li>3. Quoted rates shall be <b>inclusive of GST</b>.</li> <li>4. Minimum Order Quantity (MOQ) / Minimum Order Value (MOV) condition will not be accepted. Bids of such suppliers (if any) insisting for MOQ / MOV will be rejected.</li> </ol> <p><b>THIS IS A FIXED PRICE CONTRACT AND PRICES ARE FIRM TROUGHOUT THE EXECUTION OF THE CONTRACT.</b></p>	
8	<p><b>PREFERENCE TO MAKE IN INDIA PRODUCTS (FOR BIDS &lt; 200 CRORE)-</b></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</p>	

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	<p>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 <b>(as per Annexure-D)</b> 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 <b>Class-I and Class-II Local suppliers</b> as per MII order dated 4.6.2020 <b>will be eligible to bid</b>. 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>	
9	<p><b>PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSES)-</b> 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. <b>Udyam Registration certification shall be submitted.</b></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>	
10	<p><b>GUARANTEE-</b> The materials are to be guaranteed for satisfactory performance for a period of 24 months from the date of dispatch or 18 months from the date of commissioning / putting into use whichever is earlier. Pipe suppliers shall guarantee for the coating on the pipes also.</p> <p>Any defect noticed during the above period, the same shall be rectified / replaced free of cost on FOR destination basis within a reasonable time, maximum limited to the agreed delivery period, to the satisfaction of BHEL and the End User.</p> <p>To this effect a guarantee certificate should be sent along with the dispatch documents in the event of an order. No deviation in this regard shall be accepted.</p>	
11	<p><b>INSPECTION-</b> Inspection requirements and documents / certification shall be as per BHEL drawings, BPS &amp; TDC as applicable. Inspection will be done by <b>BHEL / Authorized agency (TUV SUD / Bureau Veritas India Pvt Ltd)</b>. Inspection charges of BHEL / Their representative are to BHEL A/c. Any other testing charges should be included in the quoted prices.</p> <ul style="list-style-type: none"><li>➤ All facilities, equipment and instruments required for inspection shall be provided by the contractor free of cost. BHEL's Representatives will have free access to contractor's works during the currency of the contract.</li><li>➤ BHEL shall have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the contract. BHEL shall also have the authority to reject all the work which does not conform to the specification.</li></ul> <p>BHEL if required may test the finished sample per lot/size at NABL approved Lab at the bidder's cost.</p>	
12	<p><b>QUALITY DOCUMENTS</b> One original + two copies of Quality Documents, as called for in the Inspection test plan/Purchase order shall be sent to Purchase / Piping centre BHEL Chennai immediately after the shipment / despatch of Items. All the quality documents are to be submitted in soft copy (in CD format) apart from the hard copy.</p>	

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13	<p><b><u>TERMS OF PAYMENT:</u></b> Payment terms shall be as per Clause “Payment Timelines” of the GeM bid, i.e., 100% payment within 90 days of issue of CRAC. However, preference in payment shall be given as following:</p> <ul style="list-style-type: none"><li>a. 100% payment <b>within 60 days</b> of issue of CRAC for <b>Medium category bidders</b> subject to submission of relevant documents.</li><li>b. 100% payment <b>within 45 days</b> of issue of CRAC for <b>MSE (Micro and small) bidders</b> subject to submission of relevant documents.</li></ul> <p><b><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></b></p> <p><b><u>PAYMENT DOCUMENTS -</u></b> Payment shall be made against presentation of following documents to Finance Department by Purchase department:</p> <ul style="list-style-type: none"><li>a) Tax Invoice in triplicate</li><li>b) Delivery Challan in triplicate whichever is applicable</li><li>c) Guarantee certificate</li><li>d) Lorry Way Bill &amp; E-way bill (Original + Two copies)</li><li>e) CRAC (Consignee Receipt &amp; Acceptance Certificate) in GeM</li><li>f) Quality documents (as per approved QP/PO)</li></ul> <p>Hence,</p> <ul style="list-style-type: none"><li>1. Soft copy of Invoice and LR should be sent immediately after dispatch by e-mail to Purchase.</li><li>2. Hard copy should be sent subsequently within 1 week.</li></ul> <p>Payment shall be processed only after receipt of CRAC in GeM.</p>	
14	<p><b><u>CANCELLATION / TERMINATION OF CONTRACT, DEFAULT / BREACH OF CONTRACT AND RISK PURCHASE:</u></b> In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order as enumerated subsequently in this clause, Purchaser shall be entitled to cancel the Order / Contract either in whole or portion thereof without compensation to Seller / Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller / Contractor and the Seller / Contractor shall be liable to the Purchaser for any excess costs provided that the Seller / Contractor shall continue the performance of the Order / Contract to the extent not cancelled under the provisions of this clause. The Seller / Contractor shall on no account be entitled to any gain on such repurchases. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer.</p> <p>Risk &amp; Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:</p> <ul style="list-style-type: none"><li>i. Contractor / supplier’s poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work / supply does not appear to be executable within balance available period (#) considering its performance of execution.</li><li>ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</li><li>iii. Non completion of work / Non-supply by the Contractor / supplier within scheduled completion / delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor / supplier.</li><li>iv. Termination of Contract on account of any other reason (s) attributable to Contractor / Supplier.</li><li>v. Assignment, transfer, subletting of Contract without BHEL’s written permission resulting in termination of Contract or part thereof by BHEL.</li><li>vi. Non-compliance to any contractual condition or any other default attributable to Contractor / Supplier.</li></ul> <p>Risk and Cost amount against Balance Work: Risk &amp; Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work / Supply (*) as per rates of new contract B= Value of Balance scope of Work / Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC &amp; ORC, if any.</p>	

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	<p>H= Overhead Factor to be taken as 5</p> <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 &amp; 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 &amp; Cost amount.</p> <p><b><u>LD against delay in executed work / supply in case of Termination of Contract in case of Risk and Cost Option</u></b></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> <p>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</p> <p>ii. Let the value of executed work / supply till the time of termination of contract= X</p> <p>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</p> <p>iv. Delay in executed work / supply attributable to contractor/supplier i.e. T2= (1- X/Y) * T1</p> <p>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> <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 &amp; cost has been invoked shall be made from the following:</p> <p>i. Dues available in the form of Bills payable to contractor / supplier, SD, BG's against the same contract.</p> <p>ii. Dues payable to contractor / supplier against other contracts in the same Region / Unit / Division of BHEL.</p> <p>iii. Dues payable to contractor / supplier against other contracts in the different Region / Unit / division of BHEL.</p> <p>Legal Options for recovery of dues payable by the supplier / contractor.</p> <p><b>Bids deviating from the above BHEL's standard condition will be rejected.</b></p>	
15	<p><b><u>NON-DISCLOSURE AGREEMENT (NDA):</u></b></p> <p>The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. <b>(Format attached – as per Annexure-E).</b></p>	

**ANNEXURE-A**

**BID SPECIFIC ADDITIONAL TERMS & CONDITIONS FOR THE  
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16	<p><b><u>FRAUD PREVENTION POLICY:</u></b> 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 <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>	
17	<p><b><u>SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:</u></b> 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 <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p><b>Integrity commitment, performance of the contract and punitive action thereof:</b> <b>Commitment by BHEL</b> 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><b>Commitment by Bidder/ Supplier/ Contractor</b></p> <ul style="list-style-type: none"><li>• 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.</li><li>• 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.</li><li>• The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.</li></ul> <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 <a href="http://www.bhel.com">www. bhel.com</a> and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>.</p>	
18	<p><b><u>PROHIBITED ACTS UNDER COMPETITION ACT, 2002:</u></b> All the bidders should desist from doing any acts prohibited under Chapter-II of the Competition Act, 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.</p>	
19	<p><b><u>IN THE EVENT OF FORCE MAJEURE:</u></b></p> <ol style="list-style-type: none"><li>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.</li><li>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 contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</li><li>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.</li></ol>	



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	<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>	
20	<p><b><u>LAWS GOVERNING THE CONTRACT:</u></b></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>	
21	<p><b><u>JURISDICTION OF THE COURT</u></b></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>	
22	<p><b><u>RESOLUTION OF DISPUTES:</u></b></p> <p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>Notes:</p> <p>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</p> <p>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> <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>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provision of Arbitration &amp; Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>The seat of arbitration shall be 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><b><u>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></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 as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.</p>	

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PROCUREMENT OF B7, B16 & COMMERCIAL GRADE FASTENERS**

23	<p><b><u>SET-OFF CLAUSE:</u></b></p> <p>BHEL, Piping Centre, Chennai 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 like Payment of bills, payment of any amounts due, release of Security Deposit or return of Bank Guarantees furnished</p> <ul style="list-style-type: none"><li>a. Under this tender/contract <b>(OR)</b></li><li>b. Any other contract placed on the contractor by BHEL, Piping centre, Chennai <b>(OR)</b></li><li>c. Any other contract placed on the contractor by any Unit/s of BHEL</li></ul> <p>BHEL, Piping Centre, Chennai also reserves the right to set off the amount of the contractor available in any form, against any claims of any other contract with BHEL.</p>	
24	<p><b><u>CAUTION:</u></b></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>	
25	<p><b><u>GENERAL:</u></b></p> <ul style="list-style-type: none"><li>i. The PO copy with all details will be given to successful bidders in soft mode only.</li><li>ii. Acknowledgement for receipt of PO shall be sent within one week from the date of receipt.</li><li>iii. BHEL reserves the right to cancel this tender without assigning any reasons what so ever.</li><li>iv. Deviation taken after placement of order will not be accepted (Both technical as well as on delivery).</li><li>v. Suppliers to analyze in detail, at the time of submission of offer with reference to our "delivery" requirement of item and confirm compliance.</li><li>vi. BHEL reserves the right to negotiate or re-float the tender opened, if L1 price / other details are not acceptable to them.</li><li>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 &amp; void. Hence your offer shall contain ONLY the above mentioned formats.</li><li>viii. Bids not accepting to above conditions will be liable for rejection.</li><li>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.</li></ul>	
26	<p><b><u>ENCLOSURES:</u></b></p> <div style="display: flex; justify-content: space-around; align-items: center;"><div style="text-align: center;"> Drawings &amp; Technical Specificati</div><div style="text-align: center;"> Annexures to Bid specific ATC.pdf</div></div>	