

	BHARAT HEAVY ELECTRICALS LIMITED (A Govt. of India Undertaking) BOKARO R&M SITE office, SAIL, BSL, BOKARO, JHARKHAND - 827001
---	--

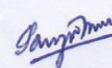
NOTICE INVITING TENDER (NIT)

OFFERS are invited by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUCT THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH:

Salient Features of NIT

S.NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	Ref: BHEL:Bokaro R&M Site:MM:TB#5 Items:01 Date: 10-07-2026
ii	Broad Scope of job	SUPPLY OF FOLLOWING ITEMS AT BHEL'S BOKARO R&M SITE OFFICE, SAIL, BSL, BOKARO, JHARKHAND – 827 001. 1. PIPE SS 10" WELDED A358 TP321 – 06 MTR 2. ELBOW LR 90DEG AS 4" SCH 40 BW ENDS (P11) – 16 NO. 3. PIPE(SMLS) 114.3X 6.02 AS SA335 GRP11 – 29 MTR
iii	DETAILS OF TENDER DOCUMENT	
a)	PART – B	GENERAL CONDITIONS OF CONTRACT (GCC) Applicable
b)	PART – C	TECHNICAL SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT (SCC) Applicable
c)	PART – E	PRICE SCHEDULE (ABSOLUTE VALUE) and UNPRICED SCHEDULE Applicable
d)	PART – H	FORMS AND PROCEDURES ETC. Applicable
e)	ISSUE OF TENDER DOCUMENTS	Through E-mail only Applicable
f)	DUE DATE & TIME OF OFFER SUBMISSION	Date: 16.07.2026, Time: 15.30 Hrs (Offers received after due and time will not be considered) Offer to be submitted likewise:- Separate Files: Your Technical Bid and Price Bid must be two completely distinct documents. Password Protection: If sending via email, both files must be individually encrypted with strong passwords. No Price Info in Technical Bid: Ensure absolutely no pricing data is visible or mentioned in your Technical Bid document, as this can cause immediate disqualification. Offer to be submitted in the form of Hard copy OR through email (Technical and Price Bid separately) to the following address: Through post at address: Sr. DGM/MM Bharat Heavy Electricals Ltd., Power Sector Eastern Region, Bokaro R&M Site, SAIL, BSL, Distt.: Bokaro, Jharkhand, Pin code: 827 001 OR At mail ids: sanjeey.kr@bhel.in , dkishku@bhel.in and hpt@bhel.in Applicable
g)	TECHNO-COMMERCIAL & PRICE BID OPENING OF TENDER	Date: 16.07.2026, Time: 16.00 Hrs. Applicable
h)	EMD AMOUNT	Not Applicable

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/I, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फोन/Phone: बोड/EPABX: 23398220	Page-1 of 20
---	--------------



i)	COST OF TENDER		Not Applicable
j)	LAST DATE FOR SEEKING CLARIFICATION	Date:16.07.2026 UP TO 15.00 HRS	Applicable
k)	SCHEDULE OF Pre-Bid Discussion (PBD)	Not Applicable (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably through TCN).	Not Applicable
l)	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
m)	Latest updates	Through E-mail Only	Shall be intimated to the bidder

OFFER DESCRIPTION	DOCUMENTS TO BE SUBMITTED
TECHNICAL OFFER	1. Signed copy of Covering letter of offer 2. Signed copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid 3. Duly filled& signed all annexures except price & unpriced format 4. Copy of Tender change notice (TCN), if applicable 5. All supporting documents/ Annexures etc. as applicable 6. No deviation certificate in bidder's letterhead as per format given in Tender. 7. Copy of GST Certificate 8. PAN CARD 9. MSME Certificate If vendor fall under MSME category
PRE-QUALIFICATION PART	Pre-qualifying documents with all credentials as per tender.
UNPRICED PRICE BID	Price schedule –Unpriced but mentioning only quoted / unquoted against each item as per tender. Price Not Be Mentioned Anywhere in this document
PRICE BID	Duly filled in Price Schedule as per tender. (This document is to be submitted in a separate sealed envelope in after filling. Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer)

SPECIAL NOTE:

The offer shall be sent as per following details in separate sealed envelopes. Complete set of offers shall be sent to: Sr.DGM / MM

Bharat Heavy Electricals Ltd.,

Power Sector Easter Region,

Bokaro R&M Site, SAIL, BSL, Distt.: Bokaro,

Jharkhand, Pin code: 827 001

OR At mail ids: sanjeev.kr@bhel.in, dkishku@bhel.in and bpt@bhel.in,

- 1) All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax:(033) 23211960 फोन/Phone:बोड/EPABX: 23398220	Page-2 of 20
---	--------------

- 2) The bidder may also consult BHEL, Bokaro R&M Site before submitting their offers at email ids: sanjeev.kr@bhel.in, dkishku@bhel.in or phone nos. 8084729711/8340152517 for any clarifications regarding any clarification/queries related to the supply. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 3) The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of BHEL Bokaro R&M Site. BHEL's decision in this regard shall be final & binding to the bidder. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in execution of a contract. BHEL's decision in this regard shall be final & binding to the bidder.
- 4) The bidder may depute their authorized representative during the opening of techno-commercial bid & Price Bid as per schedule. One authorised representative of the bidder shall be allowed to attend the bid opening, for which proper communication 01 day in advance through mail to be given for arranging visitor Gate pass from customer/BSL.
- 5) However, BHEL will go ahead with the opening of bids (techno-commercial bid/ Price bid) in the case non- availability of bidder representative.
- 6) On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 7) The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 8) Bidders to note specifically that all pages of tender document, including these NIT pages for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, it shall be mentioned in the relevant price schedule only and submitted in separate sealed envelope. In case of any clarification, bidder may contact BHEL, Bokaro R&M Site office at email ids sanjeev.kr@bhel.in, dkishku@bhel.in or phone nos. 8084729711/8340152517.
- 9) Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting/correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- 10) All documents/annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- 11) No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 12) BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also, BHEL shall not entertain any correspondence from bidders in this matter.
- 13) In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notices (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notices (TCNs), if issued by BHEL, shall form part of tender document.
- 14) In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc. or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
- 15) Unless specifically mentioned otherwise, bidder's quoted price shall deem to be in compliance with tender.
- 16) Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender.
- 17) The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/I, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax:(033) 23211960 फोन/Phone:बोड/EPABX: 23398220

Page-3 of 20

basis of prequalification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

- 18) Validity of the offer shall be as per PART-B, Cl - 14.
- 19) Bidders are required to submit their BEST price as per tender Price Schedule format in the form & manner as mentioned in tender.
- 20) 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.
- 21) Taxes and duties shall be as per PART- C of the tender. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
- 22) Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
- 23) Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price shall be after considering the discount.
- 24) "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com".
- 25) Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-IV.

ORDER OF PRECEDENCE: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. AMENDMENTS/CLARIFICATIONS/CORRIGENDA/ERRATA etc. Issued in respect of the tender documents by BHEL.
- b. NOTICE INVITING TENDER (NIT)
- c. PRICE SCHEDULE: PART- E
- d. TECHNICAL SPECIFICATION/SCOPE AND SPECIAL CONDITIONS OF CONTRACT (SCC)- PART-C
- e. GENERAL CONDITIONS OF CONTRACT (GCC)-PART-B

26) DELIVERY PERIOD WILL BE 15 DAYS FROM AWARD OF PURCHASE ORDER AT BHEL BOKARO R&M SITE

for BHARAT HEAVY ELECTRICALS LTD

[Signature]
10/7/26

Sr. DGM/ BHEL, Bokaro R&M Site

Enclosures:

01. ANNEXURE-I: No Deviation Certificate
02. ANNEXURE-II: Format for seeking clarification
03. ANNEXURE-III: Suspension of business dealing with Suppliers/Contractors
04. ANNEXURE-IV: Declaration for Relation in BHEL
05. Tender documents as per this NIT.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALLAKECITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फ़ोन/Phone: ब्रिड/EPABX: 23398220	Page-4 of 20
--	--

ANNEXURE – INO DEVIATION CERTIFICATE

(TO BE SUBMITTED IN BIDDER'S LETTER HEAD ONLY)

To,
Bharat Heavy Electricals Ltd.,
Power Sector Easter Region,
Bokaro R&M Site, SAIL, BSL, Distt.: Bokaro,
Jharkhand, Pin code: 827 001

Sub	NO DEVIATION CERTIFICATE		
Job	SUPPLY OF FOLLOWING ITEMS AT PSER'S BOKARO R&M SITE OFFICE, SAIL, BSL, BOKARO, JHARKHAND – 827 001. 1.0 PIPE SS 10" WELDED A358 TP321 – 06 MTR 2.0 ELBOW LR 90DEG AS 4" SCH 40 BW ENDS (P11) – 16 NO. 3.0 PIPE(SMLS) 114.3X 6.02 AS SA335 GRP11 – 29 MTR		
Ref	1.0	Ref: BHEL: Bokaro R&M Site:MM:TB#5 Items :01	Date: 10-07-2026

Dear Sir,

With reference to above tender, this is to confirm you that we have gone through each and every term and condition mentioned in the enquiry (Terms and Conditions) and we offer our unqualified acceptance of the same. This is also to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed/modified the tender documents as appeared in BHEL website (<https://www.bhel.com/tenders>) and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

It is also confirmed that the price has been quoted in the format received with the enquiry. We confirm that, we do not have any objections to splitting the quantity among the different bidders by BHEL and price shall remain firm till the completion supply of full ordered quantity.

Any deviation found subsequently at any time during execution of order shall be treated null and void.

Thanking you,
Yours faithfully,

(Signature, date & seal of authorized representative of the contractor)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax (033) 23211960 फोन/Phone:बोड/EPABX: 23398220	Page-5 of 20
---	--------------



Date: 10-07-2026

FORMAT FOR SEEKING CLARIFICATION

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALLAKECITY, KOLKATA - 700 091 फैक्स/Fax:(033) 23211960 फ़ोन/Phone:बोड/EPABX: 23398220	Page-6 of 20
--	---------------------

Lang Thorne

SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS (ANNEXURE-III)

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	Suspension of business dealings with Suppliers/ Contractors could be in the form of following: -- a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year. b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years. The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.
1.3	Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed. ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is exceeded or b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier. iii) a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category. b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidder's formula). Note: – for (b), No specific period of hold shall be applicable. iv) Supplier works are under strike/ lockout for a period of more than three months. Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) After placement of order, Supplier fails to execute the contract. iv) Within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked. vi) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.
1.4	Banning across BHEL shall be imposed in following cases, if

1.4.1	(i) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ willful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL. (ii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. (iii) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. (iv) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. (v) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. (vi) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. (vii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. (viii) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed of free issue materials/ tools etc. of BHEL.
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

Note: Above shall be applicable along with Guidelines for "Suspension of Business dealings with Suppliers/ Contractors" available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

ANNEXURE-IV

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref:NIT/Tender Specification No.: Ref: BHEL: Bokaro R&M Site:MM:TB#5 Items :01 Date: 09-07-2026

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL.

Tick (✓) any one as applicable:

1) The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

1) The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax:(033) 23211960 फ़ोन/Phone:बोड/EPABX: 23398220	Page-9 of 20
--	--------------



PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)

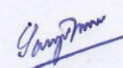
SL. NO.	BHEL STANDARD TERMS	Bidder's confirmation	Deviation
1.	Our requirement is for use at BHEL'S BOKARO R&M SITE OFFICE, SAIL, BSL, BOKARO, JHARKHAND – 827 001. Techno-commercial & Pre-Q bids shall be opened first & afterwards price bid shall be opened for qualified bidder(s), who have qualified in Techno-commercial. Tenders will be received up to 15.30 Hours on the said due date.		
2.	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Otherwise, the offer will be treated as Unsolicited Offer and same will not be opened".		
3.	BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.		
4.	<u>PAYMENT TERMS:</u> 100% of "All-inclusive (door delivery in good condition) price including Taxes as applicable" shall be made after receipt & acceptance of material at site. Payment will be released within 30 days of receipt of material at site and on submission of Tax invoice along with material receipted challan, TC. For payment vendor shall submit bill along with receipted delivery challan to Construction Manager BHEL, PSER, Bokaro R&M Site, SAIL, BSL, Bokaro, Jharkhand -827001.		
5.	WARRANTY/GUARANTEE: AS PER PART-C of tender.		
6.	<u>LIQUIDATED DAMAGE/PENALTY CLAUSE:</u> Subject to force majeure, If vendor fails to complete the supply as per their quoted delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the undelivered portion of order value for delay of each week or part thereof. The liability for delay on account of LD shall not in any case exceed 10% (ten percent) of the order value. For this purpose, the period of delay shall be the delay attributable to vendor for completion of supply as per contract.		

7.	The sealed tenders super scribing tender number and due date should be addressed to: Sr. DGM/MM Bharat Heavy Electricals Ltd., Power Sector Easter Region. Bokaro R&M Site, SAIL, BSL, Distt.: Bokaro, Jharkhand, Pin code: 827 001 OR At mail ids: sanjeev.kr@bhel.in, dkishku@bhel.in and bpt@bhel.in		
8.	CONSIGNEE DETAILS OF THE EQUIPMENT: - AS PER PART-C of tender. All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.		
9.	The quotation should be valid at least for a period of <u>7 DAYS</u> from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.		
10.	FORCE MAJEURE: The vendor shall be subject to force majeure clause defined as under: This force majeure is herein defined as any clause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of God, acts of any government, domestic or foreign including but not limited to war. The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.		
11.	ARBITRATION & CONCILIATION		
11.1	ARBITRATION:		
11.1.1	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 17.2 herein below 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, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English. The Arbitrator shall pass a reasoned award. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 17.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.		

11.1.2	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.		
11.1.3	The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.		
11.1.4	Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.		
11.2	CONCILIATION: 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 agreement, contract), 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 (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC (as available in www.bhel.com). The Procedure 2.3 together with its Formats (as available in www.bhel.com) will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC. The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 (as available in www.bhel.com) to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 (as available in www.bhel.com) with effect from the date as intimated by BHEL to it.		
11.3	No Interest payable to Contractor Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.		
12.0	JURISDICTION: All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Bokaro, Jharkhand.		

13.0	<u>RIGHTS OF BHEL :</u> (A) To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer. (B) To terminate the contract or withdraw portion of work/supply and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases: - 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. - Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. - 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. - Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier. - Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL. - Non-compliance to any contractual condition or any other default attributable to Contractor/Supplier. (#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract. <u>(C) Risk & Cost Amount against Balance Work:</u> Risk & Cost amount against balance work shall be calculated as follows: Risk & 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 & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). (*) Balance scope of work / supply (in case of termination of contract): 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. 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. 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. 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. 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.		
पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax:(033) 23211960 फ़ोन/Phone:बोड/EPABX: 23398220			Page-13 of 20

	(E) Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor. Following sequence shall be applicable for recoveries from contractor / supplier on whom risk & cost has been invoked, after informing the contractor / supplier of the total proposed recovery: a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract. b) Demand notice for deposit of balance recovery amount shall be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above. c) If contractor / supplier fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery: i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery. ii) If recovery cannot be made out of dues payable to the contractor / supplier as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor / supplier. iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.		
14	"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 maybe considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or b) they receive or have received any direct indirect subsidy / financial stake from any of them; or c) they have the same legal representative / agent for purposes of this bid; or d) 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 e) 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 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 f) In cases of agents quoting in offshore procurement, on behalf of their principal manufacturers, one agent cannot represent two manufacturers can also authorize only one agent / dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; or g) 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 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 in same. similar line of business."		
--	---	--	--

Note:

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.
02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.
03. Bidder should write "accepted" in the column "Bidder's confirmation" for each clause, if the conditions are agreeable or else should write the deviations sought in "Bidder's Deviation (if any)" column. Offers with deviation are liable for rejection.
04. If any clause left blank, shall be presumed that the clause is accepted by the bidder.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 के स/Fax: (033) 23211960 फोन/Phone: बोर्ड/EPABX: 23398220	Page-15 of 20
---	---------------



PART-C: TECHNICAL SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT

1. Test certificate, guarantee certificate is to be submitted along with supply.
 2. Transit insurance shall be in BHEL scope. Successful bidder shall submit copy of invoice, LR/RR/GR & packing list immediately after dispatch for arranging Insurance by BHEL.
 3. Price shall remain firm till the completion supply of full ordered quantity.
-
1. EVALUATION CRITERIA: The tender will be finalized as a single package basis. "100% of "All-inclusive (i.e., Basic price + Freight) excluding Taxes" shall be considered for evaluation. Unloading of materials will be in BHEL's Scope. Taxes as applicable, shall be paid extra by BHEL as per applicable rate.
 2. Quoted price should exclude GST and other taxes as applicable.
 3. Consignee:
Sr. DGM/MM
Bharat Heavy Electricals Ltd.,
Power Sector Easter Region,
Bokaro R&M Site, SAIL, BSL, Distt.: Bokaro,
Jharkhand, Pin code: 827 001

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 के

स/Fax: (033) 23211960 फोन/Phone: बोड/EPABX: 23398220

Page-16 of 20

PART-EUNPRICED SCHEDULE

(Price Not Be Mentioned Anywhere in this document)

Sl. No.	DESCRIPTION OF ITEM	Unit of Measurement	Quantity Required	(Please write quoted/unquoted only)
		A	B	C
01	PIPE SS 10" WELDED A358 TP321	06	MTR	
02	ELBOW LR 90DEG AS 4" SCH 40 BW ENDS(P11)	16	NOS.	
03	PIPE(SMLS) 114.3X 6.02 AS SA335 GRP11	29	MTR	

NOTE TO BIDDERS: -

- Bidder to note overwriting is not allowed.

Name of the Bidder:

Signature of Bidder:

Designation:

Date:

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 के स/Fax: (033) 23211960 फोन/Phone: बोड/EPABX: 23398220	Page-17 of 20
--	---------------

PART-EPRICE SCHEDULE

(This document is to be submitted in a separate sealed envelope after filling)

Sl. No.	DESCRIPTION OF ITEM	Unit of Measurement	Unit Rate in Rs.	Amount (AxB)	(Taxes, duties) Rs.	Total Amount (C+D)
		A	B	C	D	E
01	PIPE SS 10" WELDED A358 TP321	06 MTR				
02	ELBOW LR 90DEG AS 4" SCH 40 BW ENDS(P11)	16 NOS.				
03	PIPE(SMLS) 114.3X 6.02 AS SA335 GRP11	29 MTR				
04	FREIGHT (Door delivery)					
TOTAL AMOUNT INCLUDING FREIGHT						

NOTE TO BIDDERS: -

1. Bidder to note overwriting is not allowed.

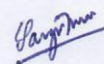
Name of the Bidder:

Signature of Bidder:

Designation:

Date:

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 के स/Fax: (033) 23211960 फोन/Phone: बोड/EPABX: 23398220	Page-18 of 20
--	---------------



PART-H:

FORMS AND PROCEDURES

F-01

Form for getting payment through NEFT

01. NAME OF VENDOR:
02. ADDRESS:
03. VENDOR'S BANK A/C NAME:
04. VENDOR'S BANK A/C NO.:
05. NAME OF BANK:
06. NAME OF BRANCH:
07. BRANCH PH. NO.:
08. CITY:

SIGNATURE OF VENDOR WITH DATE & SEAL

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 के स/Fax: (033) 23211960 फोन/Phone: बोड/EPABX: 23398220	Page-19 of 20
---	----------------------

Signature

F-02

VENDOR DETAILS

1. Name & address of the vendor/company:
2. GST details of the vendor/company (copies of documents required):
3. Contact Person for the vendor/company:
4. Mobile number & E-mail of the contact person:

SIGNATURE OF THE BIDDER WITH DATE & SEAL

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALLAKECITY, KOLKATA - 700 091 के स/Fax:(033) 23211960 फोन/Phone बोड/EPABX: 23398220	Page-20 of 20
--	----------------------

