



General Note: **BHARAT HEAVY ELECTRICALS LIMITED**

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(A Government of India Undertaking)
HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - FOSSIL BOILERS
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

PHONE : 0431-2574111
GRAMS : BHARATELEC
FAX NO: 0431-2520719
E-mail :
Web :

429-002/A

OFFICE COPY	Collective No.	Enquiry Date	Due Date For Quotation
	1802200056	23.03.2022	13.04.2022
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order			

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	L81001SR20004001 NB 150 KNIFE GATE MANUAL VALVE NB150 MANUALLY OPERATED KNIFE EDGE GATE VALVE AT REACTOR INLET SHALL BE AS PER SPECIFICATION TSR:035. VALVE TAG NO: AR02M, AR02N, AR02P, AR02Q, AR02R	NO	5.000	5.00	24.06.22

General Note:

1. Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 part offer before due date & time of the enquiry through NIC (<https://eprocurebhel.co.in>).
2. Offer submitted through any other mode will not be accepted.
3. Commercial terms Annexure A enclosed shall be submitted along with the offer for evaluation.
4. Kindly provide point wise confirmation to our specification and as attached.
5. Bidder shall submit filled in datasheets, V Calculation, catalogues, GA Drawings and weight of the valve along with offer itself. O&M Instructions shall be furnished.
6. The tender will be operated on TWO PART BID basis and you are requested to submit your offer through e-procurement mode.
 - a) Technical offer with commercial terms and unpriced bid and
 - b) Price bid separately.
7. The evaluation will be done on Total package basis.
8. Vendor to submit clear technical offer indicating the scope of supply for each items with BHEL material code. Vendor shall submit all the credentials as per the PQR requirement.

The offers should reach us 30 minutes before the time of opening of tenders. The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

SRIJAMOLE Digitally signed by
SRIJAMOLE R
R MANAGER / PURCHASE
(FOSSIL BOILERS)
Date: 2022.04.03
16:40:15 +05'30

BHARAT HEAVY ELECTRICALS LIMITED

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PURCHASE DEPARTMENT - FOSSIL BOILERS
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

429-002/A

1802200056 / 23.03.2022

23505

Enclosures:

1. Technical Specification : TSR 035/00
2. Annexure-A (Techno-Commercial Terms and Conditions)
3. PQR- Pre-Qualification requirement.
4. Make in India format. (Applicable for indigenous vendor)

"LD clause has to be confirmed without fail."

The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

PR Links

Material.	PR.No	PR.Item.	Quantity	Acc. Assign	Customer Number
L81001SR20004001	130812859	00010	5.000	CR/8100-LU-382-1-SR-200	CR/8100

list of suppliers

RFQ-5200009474

Open Tender Dummy Code

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

SRIJAMO Digitally signed by
SRIJAMOLE R
MANAGER / DATE: 23.03.2022
LE R (FOSSIL BOILERS)
Yours faithfully,

BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI-620 014

Fuel Systems/PE(FB)



Title Sheet

Technical Purchase Specification for

Ammonia shut-off gate/Knife edge gate valve

Specification No.: **TSR:035**

Revision No.:00

<i>Rev. No.</i>	<i>Rev. Date</i>	<i>Clause</i>	<i>Description</i>	<i>Chd.</i>	<i>Appd.</i>

	<i>Name</i>	<i>Signature</i>	<i>Date</i>
<i>Prepared</i>	<i>M.Venkateswarlu</i>	<i>Sd.,</i>	<i>14.03.2019</i>
<i>Checked</i>	<i>M.CHS. Gangadhar</i>	<i>Sd.,</i>	<i>19.03.2019</i>
<i>Approved</i>	<i>G. Saravanakumar</i>	<i>Sd.,</i>	<i>23.03.2019</i>



Specification for
**Ammonia shut-off gate/Knife edge
gate valve**

TSR : 035

Revision No.:00

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Specification for
**Ammonia shut-off gate/Knife edge
gate valve**

TSR : 035

Revision No.:00

1.0 Technical specification

1.1 Scope

The scope covers the design, supply, manufacture, testing, certification, marking and identification and packing for shipment of Round port Knife Edge Gate Valve assembly for the specified duty conditions in Annexure.

The vendor is requested to state the items that has to be supplied to meet the intent of the requirements, which will be used during the evaluation of all potential vendors.

The use of Vendor references, catalogue numbers shall not be deemed to supersede the performance requirements of the purchase order.

2.0 Terminal points

The terminal points for the extent of supply of the valves shall be connected to dilution air and ammonia mixture expansion joints.

3.0 Technical requirement

Ammonia – air mixture at a temperature of 90°C to 150°C flows through these gates. The leading edge of the valve blade shall contain a 45° chamfer to eject out the accumulated dust and clean the blade guides during closing. Vendor shall include necessary provision in the valve to prevent ingress of dust and ensure friction free movement. The vendor has to ensure that the valves are suitable for operation in the specified conditions.

4.0 Valve operation

During service the valve is always in opened condition and will be closed only during reactor maintenance.

5.0 Operating Environment

The equipment will be required to operate with heated dilution air with ammonia concentration. The valve material construction will have no copper, zinc, copper or zinc alloys and galvanised in contact with process fluid.

6.0 Compression gasket selection

Non asbestos gasket suitable for dilution air- ammonia mixture shall be used.

7.0 Inspection and Testing

Vendor shall submit QP for BHEL's review and approval. It is expected that Quality plan shall encompass the Vendor's standard inspection to satisfy all applicable design code and its testing requirements and will involve, as a minimum, the examination of material certificates, dimensional checks on parts and sub-assemblies, examination by visual or other methods for welds and material surfaces. The BHEL's inspecting authority is to be allowed reasonable access to the Vendor's works during manufacture/ testing before delivery, in accordance with the approved Quality plan.



Specification for
**Ammonia shut-off gate/Knife edge
gate valve**

TSR : 035

Revision No.:00

8.0 Testing

- The smooth operation of the valve shall be tested for an instrument air pressure of 3.0 kg/sq.cm.
- Body and seat shall be tested accordingly as called for in API or any other equivalent standard.
- Each valve shall be tested for leak as per API or any other equivalent standard for “**no visual leak**” condition.

9.0 Codes and Standards

The Vendor is required to list all the standards applicable to the equipment covered in this specification. To be provided and agreed before manufacture proceeds. Where the Vendor considers that the standards used in the design, manufacture or operation of the equipment may vary with the contents of this specification, then the matter shall be immediately brought to the written attention of BHEL.

10.0 Documentation

- Technical offer shall contain complete details as called for specification confirming the requirements point by point.
- Completely filled in data sheet CLAUSE 13.0.
- Vendor shall submit the dimensional drawing giving details of MOC, accessories, dimensions, pneumatic hook up diagram, actuator selection data, and valve test parameters. Drawings shall be submitted in AutoCAD format and legible hard copies.
- Confirmation for BHEL dimensional drawing as per enquiry.
- Vendor may separately quote for the list of spares for two years of trouble free operation.
- Vendor to quote for commissioning spares along with the main offer.
- Reference list.

11.0 Guarantee

The performance guarantee shall be given for minimum a period of 12 months from the date of commissioning or 18 months from the date of shipment whichever is earlier.

12.0 Packing and Dispatch

After inspection, the assembly shall be cleaned, prepared and suitably protected for despatch in such a way as to minimize the possibility of damage and deterioration during transit and storage.



Specification for
**Ammonia shut-off gate/Knife edge
gate valve**

TSR : 035

Revision No.:00

13.0 Data Sheet

	BHEL SPECIFICATION	VENDOR CONFIRMATION
Design pressure	500 mmWC	
NORMAL WORKING PRESSURE	300-400 mm WC	
Design temperature	150°C	
Normal working temperature	109 °C	
Indoor or outdoor installation	Outdoor	
Design pressure drop	Vendor to furnish	
Maximum pipe velocity	25 m/s	
Operation/frequency of use	Normally open/Closed during SCR maintenance	
Flow medium	Anhydrous ammonia with hot air	
MECHANICAL DATA SHEET FOR SHUT-OFF GATE	BHEL SPECIFICATION	VENDOR CONFIRMATION
Valve size	NB 150	
Valve tag no.	AR02M, AR02N, AR02P, AR02Q, AR02R - 5 Nos	
Valve End Connections	ANSI Class 150#	
Body Ends Sealed (Yes/No)	Yes	
Joining Surfaces Protected (Yes/No)	Yes	
MATERIAL SELECTION		
Body	Carbon steel (Specify grade)	
Slide	Stainless Steel (Specify grade)	
Seals	Vendor to furnish	
Body Connector	Vendor to furnish	
Insert	Vendor to furnish	
Cover	Vendor to furnish	
Gasket	Non asbestos gasket suitable for hot dilution air- ammonia mixture	
Fasteners	SA193 GRB7 or higher strength	

Technical Pre-Qualification Requirement (PQR) for

Knife Edge Gate Valve

VENDOR SHALL MANDATORILY FURNISH THE TECHNICAL PQR DOCUMENTS AGAINST EACH CLAUSE ALONG WITH OFFER FOR EVALUATION.

1. The vendor shall be an established **knife edge gate valve** supplier and having adequate Engineering, Manufacturing, testing and servicing facilities and shall furnish technical backup documents in proof for above requirements.
2. The vendor shall have experience of having supplied **knife edge gate valve** as per the technical specification for SCR plants or application of similar severity. Supply reference list with details of PO, PO date, customer name shall be submitted.
3. The **knife edge gate valve** offered shall be from the existing regular supply range of the vendor. Vendor shall provide the product catalogue.
4. Proven track record is required. Minimum One end user certificate for the satisfactory operational performance of their product supplied meeting requirements specified in enquiry specification.

(or)

successfully executed two POs for same item meeting requirements specified in enquiry specification. Vendor to submit the corresponding datasheets / drawings / technical documents of supplied item as per POs / end user certificate.

5. In case of ordering, the Vendor shall have the responsibility for the following and same to be confirmed point wise.
 - i) Vendor should have the component replacement responsibility in case of defect / failure.
 - ii) Vendor shall have capability to assist during commissioning at erection site.
 - iii) Vendor should ensure the product performance during erection & commissioning and ensure performance guarantee.

6. Backup document checklist to meet PQR to the fullest satisfaction of BHEL:

S. No	Document description	Check list (√ if submitted)	Name of the document furnished by vendor (document description / Number) with number of pages
1	Documents to meet clause(1)	<input type="checkbox"/>	
2	Supply reference document (General reference list) to meet clause (2)	<input type="checkbox"/>	
3	Product Catalogues to meet clause (3)	<input type="checkbox"/>	
4	Min. one end user certificate (or) Two POs to meet clause (4)	<input type="checkbox"/>	
5	Confirmation to clause meet clause (5)	<input type="checkbox"/>	

Signature of Vendor & Seal



An ISO 9001
Company

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

Annexure – A- Additional Terms and Conditions

The terms and condition mentioned in this document are applicable for this enquiry.
Bidders shall furnish pointwise confirmation/details.

Description of the Equipment:	REACTOR ISOLATION KNIFE GATE VALVE
Projects	NALCO DAMANJODI (CR-8100)
BHEL Tender No. & Date	
Name of the firm (Bidder)	:
Address	:
Contact details	<p><u>Contact person 1</u> Name: Designation: Office Phone: Mobile: e-mail:</p> <p><u>Contact person 2</u> Name: Designation: Office Phone: Mobile: e-mail:</p>

To be filled by bidder

Sl. No.	Terms and conditions	Vendor's confirmation
1 (a)	<p>Technical: Bidder shall comply the specification requirements and shall submit the duly filled in specifications along with supporting document as per BHEL Specification. Any clarifications/deviations to the specification requirements are to be clearly indicated. Hidden deviations indicated elsewhere in the offer will not be evaluated.</p> <p>Vendor Quality Plan shall be submitted in line with our Specification requirements.</p>	
1 (b)	<p>Pre-qualification requirement: Offer shall be considered only if bidder is meeting Tender Prequalification requirement. Vendor to comply with Pre-Qualification requirement of the tender and submit along with their technical bid - the credentials and other documents as indicated in the PQR in the format prescribed. Otherwise their offer will get rejected.</p>	
1 (c)	<p>Customer Approval is applicable for Nalco project, the vendor shall submit all the required documents as requested by the customer incompleteness will lead to rejection of your offer. Your offer will be considered only subject to final approval with our end customer.</p>	
1 (d)	Inspection by BHEL/ BHEL approved TPIA/Customer.	
1 (e)	Vendor offers will considered for price bid opening subject to fulfilment of techno commercial suitability and vendor approval by end customer.	

2	<p>Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p>	
3	<p>Delivery term: The quote shall be on FOR / NALCO DAMANJODI SCR Project Site inclusive of Packing, forwarding, Freight also to yours account. Transit Insurance is under BHEL scope.</p>	
4	<p>TENDER FINALIZATION: Tender will be finalized on total package basis and on Two part bid basis. Evaluation shall be on total landed cost to BHEL on FOR destination basis.</p>	
5 (a)	<p>Guarantee / Warranty Period: 18 months from the date of supply or 12 months from date of commissioning, whichever is earlier.</p>	
5 (b)	<p>Repair & replacements: Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end.</p>	
5 (c)	<p>Loading Criteria: Guarantee / Warranty Period: No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.</p>	
6	<p>Kindly Indicate the HSN Code for all items</p>	
7 (a)	<p>Delivery Period: Delivery schedule shall be as per this clause. Delivery shall be 120 days from the date of final document approval. Material shall be dispatched after obtaining dispatch clearance from BHEL. Delivery period mentioned anywhere else in the bid document is for indicative purpose.</p>	
7 (b)	<p>Document Submission: In case of PO placements, required documents have to be submitted for approval within 15 days from the date of PO & reply for any further clarification has to be within 4 days. Any delay beyond the above specified period will be considered during LD calculation.</p>	
8	<p>Liquidated damages:</p> <ol style="list-style-type: none"> Time is the essence of the contract. The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirappalli under any other condition of the contract/applicable legal provisions. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order(PO) would make the supplier liable to an unconditional LD at the rate of 0.5% of the total purchase order value per week of the delay or part thereof subject to a maximum of 10% of Total purchase order value. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). 	

	f) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers. Hence applicable GST shall also be recoverable from suppliers on LD amount. Debit note will be issued by BHEL for this amount, indicating the respective supply invoice number.	
9	<p>Risk purchase clause:</p> <p>In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.</p> <p>a) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.</p> <p>b) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:</p> <ul style="list-style-type: none"> • from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract. • from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit <p>c) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</p> <p>d) Withdrawal of offer after price bid opening or varying the same in any manner within the validity period, but before the placement of order will be liable for suitable action for suspension of further business with the vendor as per BHEL corporate procedures.</p> <p>e) Abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/vender.php (Guidelines for suspension of business dealings with suppliers/ contractors).</p>	
10	Invoice date/Bill of Lading date/Airway Bill date/Lorry way bill date/Railway Receipt date/E way bill date, whichever is later will be considered for LD calculation.	
11	<p>Validity:</p> <p>75 days minimum from techno commercial bid opening (Part-1). Any Deviation with respect to validity your offer will not be considered. Ensure your quoted rates will have 75 days' minimum validity from techno commercial bid opening. The delay in technical clarification beyond four days will be subsequently added to the validity period, Revised Price Bids will not be encouraged.</p>	
12	<p>Documents are to be submitted along with technical bid (Part-1)</p> <ol style="list-style-type: none"> 01. Covering letter 02. Unpriced offer. 03. Filled technical specification and BHEL datasheets. 04. Filled BHEL Terms and condition sheet (Annexure-A) 05. Filled in PQR along with supporting documents. 	

	<p>06. GA Drawing 07. Self-Certification as per Make In India clause 08. MSE Certificates (if applicable)</p> <p>Note: All the pages of documents are to be signed and sealed by authorized signatory of the company. Any query during enquiry stage shall be replied within two days failing which offer may be rejected as non-responsive.</p>	
13	<p>Inspection and testing requirements: Inspection and testing requirements are to be carried out as per the specification and BHEL/Customer approved Drawing (All documents shall be submitted within 15 days from the date of PO for our approval), Technical spec &QP and all test certificates are to be submitted in complete set. Inspection notice period: For TPI inspector visit to vendor works, a minimum of 3 working days' notice period.</p>	
14	<p>Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.</p>	
15	<p>All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).</p>	
16	<p>Invoices will be processed only upon completion of statutory requirement and further subject to following:</p> <ul style="list-style-type: none"> • Vendor declaring such invoice in Form GST ANX-1 • Receipt of Goods or Services and Tax invoice by BHEL 	
17	<p>As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).</p>	
18	<p>In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.</p>	
19	<p>In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor</p>	
20	<p>In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.</p>	

21	Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.	
22	Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.	
23	GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.	
24	A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL	
25	<p>MSE VENDOR:</p> <p><i>i. If L1 vendor is an MSE vendor entire project package will be ordered on L1 vendor.</i></p> <p><i>ii. If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendor who is quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for full/complete supply of total tendered value to MSE.</i></p> <p><i>iii. If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next MSE vendor in the price band and so on.</i></p> <p><i>iv. Finally if none of the MSE vendor in the price band is not accepting it will be ordered on L1 non MSE vendor.</i></p> <p>Payment for MSE Indigenous vendors will be as per MSMED Act, 2006</p> <p>MSE suppliers can avail the intended benefits only if they submit Udyam Registration certificate.</p> <p>Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry, in case of any deficiency in the above required documents or in case the documents are not submitted before price bid opening.</p>	
27	<p>ARBITRATION & CONCILIATION:</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 the other Party refer such dispute or difference to the sole arbitration of</p>	

	<p>an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. 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 provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be (the place from which the contract is issued). The cost of arbitration shall be borne as per the award of the Arbitrator.</p> <p>Subject to the arbitration in terms of Clause above, the Courts at TRICHY 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 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 except where the Contract has been terminated by either Party in terms of this Contract.</p> <p>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 the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p>	
<p>28</p>	<p><u>SBD guidelines:</u></p> <p>In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website http://www.bhel.com.</p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p>	
<p>29</p>	<p><u>Fraud Prevention Policy</u></p> <p>Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall</p>	

	immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
30	PRICE IMPACT: All the technical / commercial details given in the enquiry shall be taken care and offer shall be quoted accordingly. No price impact / implication will be accepted within the validity period.	
31	<u>BHEL reserve the right to inspect the item ordered at any stage at vendor's works and if found not meeting the stipulated conditions, material is liable for rejection</u>	
32	Payment Term: 100% direct EFT payment within 60 days from date of receipt of site acknowledgement. If still vendor offered any deviation on the Payment Terms, it may lead to rejection of the offer. For MSE Vendors, MSE payment term will be applicable as per MSE act.	
33	<u>OTHER TERMS AND CONDITIONS:</u> No revision of prices will be entertained at any circumstances after tenders are opened. On the due date of tender opening, only the Techno-commercial bids will be opened. Techno-commercial bids will be evaluated by us and clarifications required, if any, will be called from the bidders on technical and commercial points. If any difference is found in the terms in the Techno-commercial bid and price bid, the terms mentioned in the Techno-Commercial Bid will be considered. BHEL reserves the right to negotiate or refloat the tender opened, if L1 price is not the lowest acceptable price to BHEL due to inter-alia other reasons. The correspondence between the bidder and BHEL through Email is considered as valid document Legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties. If The Due Date Of Tender Opening Happens to be a Holiday, those tenders Will Be Opened On Next Working Day. The quality of the supplies should strictly conform to technical specifications applicable for the item. The offer should specifically confirm this. If any quality problem is pointed out by BHEL w.r.t. supplied material, the same shall be settled and corrected immediately by the supplier. If the material cannot be accepted by BHEL, supplier has to replace the material with no extra cost. Collection of rejected material will be sole responsibility of the supplier. BHEL reserves the right to cancel the tender at any stage without giving any reasons.	
34	Vendor to note the below points at the time of dispatch and shall adhere. <i>a. After material readiness and inspection completion (by TPI/ BHEL/ End Customer), vendor shall seek dispatch clearance from BHEL.</i>	

	<p><i>b. After obtaining dispatch clearance from BHEL, vendor shall proceed to generate dispatch documents. After generating dispatch documents (Invoice, LR, E-waybill etc.) vendor shall immediately share these documents to BHEL (scan copy over email) for accounting the materials and securing insurance coverage.</i></p> <p><i>c. After accounting, BHEL would be issuing movement clearance to vendor immediately. Only after movement clearance is received from BHEL, actual/physical movement of goods out of vendor’s premises shall commence.</i></p> <p><i>d. Non-adherence to the above may lead to GST authorities seizing the vehicle & goods and imposing penalty & interest. Any such implication would be to vendors account only.</i></p> <p><i>e. Provision of GST Act highlighted below in connection to this - Pursuant to Sec 31 of CGST Act 2017, a tax invoice has to be raised by the registered person supplying taxable goods before or at the time of removal of goods for supply to the recipient, where the supply involves movement of goods. Where a taxable person supplies any goods without issue of any invoice, the tax authorities has powers to detain the consignment and impose penalties equivalent to 200% of the tax payable as per Section 129 of CGST Act 2017.”</i></p>	
<p>35</p>	<p><u>Banned Suppliers Rejection</u></p> <p>“The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.”</p>	
<p>Note</p>	<ol style="list-style-type: none"> 1. In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL. 3. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 4. Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure A only. 	

**/ On Bidder's office letter pad /
Self-Declaration – ANNEXURE B**

Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018 & order 04.06.2020 issued by DPIIT

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:
Seal:
Signature:

Date:
Place:

(Please fill all the yellow color field)

Annexure-D

SUB-DELIVERY ENQUIRY DEVIATION FORMAT

	MATERIALS MANAGEMENT / BOI SUB-DELIVERY ENQUIRY DEVIATION FORMAT	
Schedule of deviation to Sub-delivery Enquiry No. :		
Description	: REACTOR ISOLATION KNIFE GATE VALVE for NALCO DAMANJODI (CR-8100) SCR Projects.	
Technical Specifications Document	: TSR:035 REV/ 00	
Drawing Nos.	:	
Quality Plan	:	
Packing Procedure	:	
Document reference	BHEL called for	Firm's
	MATL CODE: L81001SR20004001 SPEC :TSR:035 REV/ 00	
Certified that other than the above deviations, we are accepting all the other specifications and requirements in full to your Enquiry.		
Station :		
Date :	Signature of firm's representative	Firm seal
Note :	1. Deviations should be taken only in the extreme case 2. If necessary, use additional sheets with page control number	