

### **TENDER DETAILS**

<i>ENQUIRY / BID No.</i>	GEM/2024/B/5685613	<i>ENQUIRY DATE</i>	<b>10.12.2024</b>
<i>DESCRIPTION</i>	<b>Mitsubishi Make OEM Spares</b>		
<i>Bid End Date/Time</i>	<b>20-12-2024 16:00:00</b>	<i>Bid Opening Date/Time</i>	<b>20-12-2024 16:30:00</b>
<b><i>Item details, Technical specifications and Enquiry Terms and conditions are attached.</i></b>			

Note: Enquiry is Floated in GeM portal <https://gem.gov.in/> . For further details, please visit the above portal.

## ITEM DESCRIPTION AND QUANTITY

Sl.No	Item Description	Qty (Nos.)
1010	Servo Amp, Type: MR-J2S-200B	1
1020	Servo Amp, Type: MR-J2S-60B	1
1030	Servo Amp, Type: MR-J2S-20B	1
1040	Servo motor, Type: HC-SFS52BG1K	1
1050	Servo motor, Type: HC-SFS202	1
1060	Servo motor, Type: HC-KFS23	1
<b>1080</b>	GOT1000 / GT1565-VTBA	2
<b>1110</b>	Battery ER17330/3.6V	30
1120	Servo motor - HG-SR3524K	1
1130	Servo motor - HG-KN23	1
1140	Servo motor - HG-SR152J	1
1150	Servo motor - HG-SR202J	1
1160	Mitsubishi PLC-Q68DAVN	1
1170	Mitsubishi PLC-AJ65SBTB32-16DT	1
1180	Mitsubishi PLC-AJ65VBTCU-68DAVN	1
1190	Mitsubishi PLC-AJ65SBTCF1-32T	1
1200	Mitsubishi PLC-AJ65SBTB1-16D	1
1210	Mitsubishi Module-AJ65SBTB1-32T	1
1220	Mitsubishi Module-AJ65SBTB1-32D	1
1230	Mitsubishi Module-AJ65BT-D62	1
1240	Mitsubishi Module-AJ65SBT-RPT	1
1250	Mitsubishi Module-QJ61BT11N	1
1260	Mitsubishi CPU-Q62P	1
1270	Mitsubishi CPU-Q00UJCPU	1
1280	Mitsubishi Comm Cable-GT01-C30R2-6P	1
<b>2010</b>	MR-J2S-60B4	1
2020	MR-J2S-200B	2
2030	MR-J2S-200B4	1
2040	MR J3-22 KB4	2
2050	FX3U-4DA-ADP	1
2060	FX5-4AD-ADP	1
2070	FX5-4DA-ADP	1
2080	FR-D740-080-E16	1
2090	FR-D740-036-E16	1
2100	FX5U-80MT/ES	1
2110	QY41P	1
2120	Q64ADH	1
2130	GT2508-VTBA	1
2140	QD62E	1
2150	MR-JE-20A	2
2160	Mitsubishi cables	1
<b>3010</b>	CPU UNIT, Q02HCPU	2
3020	POWER UNIT, Q61P	2
3030	MASTER BASE, Q38B	2
3040	SUB BASE, Q63B	2
3050	INPUT CARD, QX41	2
3060	INPUT CARD, QX42	2
3070	OUTPUT CARD, QY42P	2

3080	OUTPUT CARD, QY40P	2
3090	POSITIONING UNIT, QD75M2	2
3100	POSITIONING UNIT, QD75M1	2
3110	COMMUNICATION UNIT, QJ71C24N-R4	2
3120	A/D CHANGE CARD, Q64AD	2
3130	D/A CHANGE CARD, Q62DAN	2

### Technical Specifications

1010) Servo Amp, Type: MR-J2S-200B

SERVO DRIVE

POWER:2 KW

INPUT:10.5A

Control circuit power supply: 1-phase 200 to 230VAC 50/60Hz

Main circuit power supply: 3-phase 200 to 230VAC 50/60Hz

Make: Mitsubishi

model: MR-J2S-200B

1020) Servo Amp, Type: MR-J2S-60B

SERVO DRIVE

POWER:600W

INPUT:3.2A

Control circuit power supply: 3-phase 200 to 230VAC 50/60Hz or 1-phase 230VAC 50/60Hz

Main circuit power supply: 3-phase 200 to 230VAC:170 to 253VAC, 1-phase 230VAC: 207 to 253VAC

Make: Mitsubishi

model: MR-J2S-60B

1030) Servo Amp, Type: MR-J2S-20B

SERVO DRIVE

POWER:200W

INPUT:1.5A

Control circuit power supply: 3-phase 200 to 230VAC 50/60Hz or 1-phase 230VAC 50/60Hz

Main circuit power supply: 3-phase 200 to 230VAC:170 to 253VAC, 1-phase 230VAC: 207 to 253VAC

Make: Mitsubishi

model: MR-J2S-20B

1040) Servo motor, Type: HC-SFS52BG1K

Servo motor

RATING: 0.5KW, 3.2A

SUITABLE FOR INTERFACING WITH THE EXISTING MR-J2 SERIES MITSUBISHI SERVO DRIVE AVAILABLE IN THE MACHINE

Make: Mitsubishi

model: HC-SFS52BG1K

1050) Servo motor, Type: HC-SFS202

Servo motor,

RATING: 2.2KW, 11A

SUITABLE FOR INTERFACING WITH THE EXISTING MR-J2 SERIES MITSUBISHI SERVO DRIVE AVAILABLE IN THE MACHINE

Make: Mitsubishi

model: HC-SFS202

1060) Servo motor, Type: HC-KFS23

Servo motor

RATING: 0.2KW, 1.1A

SUITABLE FOR INTERFACING WITH THE EXISTING MR-J2 SERIES MITSUBISHI SERVO DRIVE AVAILABLE IN THE MACHINE

Make: Mitsubishi

model: HC-KFS23

1080) GOT1000 / GT1565-VTBA

Supply Voltage:100-240 VAC

IP Rating:IP67

IP Rating Back:IP20

Display Colour: Colour 65536

Display Resolution:640 x 480

Display Size: 8.4"

Display Type: TFT

Internal Memory (Mb):9

Keyboard Type Touch Screen

Screen Aspect Landscape

Make: Mitsubishi

model: GOT1000 / GT1565-VTBA

1110) Battery ER17330/3.6V  
Battery 3.6V  
CNC 3.6V 1700mah PLC Lithium Battery Batteries with Connector Features  
Nominal Voltage: 3.6v  
Type: A6  
Nominal:1700mAh  
Make: Mitsubishi  
model: ER17330

1120) Servo motor - HG-SR3524K  
AC Servo Motor(KEY TO BE PROVIDED): Power 3.5 kW; Torque 16.7 Nm, Max.  
Torque 50.1 Nm , 400V, 3000rpm(max), Encoder Type:22-BIT  
Make: Mitsubishi  
model: HG-SR3524K

1130) Servo motor - HG-KN23  
AC Servo Motor(KEY TO BE PROVIDED) suitable for Mitsubishi MR-JE-A Servo Drive,  
200W capacity, Low inertia, Plain Shaft, without Brake, Without Oil Seal,  
0.64Nm Rated Torque, 3000RPM Rated Speed, 17-bit Incremental Encoder  
Make: Mitsubishi  
model: HG-KN23

1140) Servo motor - HG-SR152J  
AC Servo Motor(KEY TO BE PROVIDED): Power 1.5 kW; Torque 7.2 Nm, Max.  
Torque 21.5 Nm, 3000rpm(max), Encoder Type:22-BIT  
Make: Mitsubishi  
model: HG-SR152J

1150) Servo motor - HG-SR202J  
AC Servo Motor(KEY TO BE PROVIDED): Power 2 kW; Torque 9.5 Nm, Max.  
Torque 28.6 Nm , 3000rpm(max), Encoder Type:22-BIT  
Make: Mitsubishi  
model: HG-SR202J

1160) Mitsubishi PLC-Q68DAVN  
D/A converter unit: 24V DC, 0.2A  
Make: Mitsubishi  
model: Q68DAVN

1170) Mitsubishi PLC-AJ65SBTB32-16DT  
PLC Input/Output Module Existing PLC  
Make: Mitsubishi  
model: AJ65SBTB32-16DT

1180) Mitsubishi PLC-AJ65VBTCU-68DAVN  
D/A converter unit: 10V AC/DC  
Make: Mitsubishi  
model: AJ65VBTCU-68DAVN

1190) Mitsubishi PLC-AJ65SBTCF1-32T  
Output module: 12-24V AC/DC,0.1A,3.2A  
Make: Mitsubishi  
model: AJ65SBTCF1-32T

1200) Mitsubishi PLC-AJ65SBTB1-16D  
Input module  
Make: Mitsubishi  
Model: AJ65SBTB1-16D

1210) Mitsubishi Module-AJ65SBTB1-32T  
CC-Link System Compact Type Remote Output Module, 32 point  
output (Sink(NPN) type) suitable for Mitsubishi Q series PLC CPU  
Make: Mitsubishi  
model: AJ65SBTB1-32T

1220) Mitsubishi Module-AJ65SBTB1-32D  
CC-Link Compact Type Remote Input Module, 32pt (24VDC input  
(positive/negative common [Sink(NPN)/Source(PNP)]) suitable for Mitsubis  
hi Q series PLC CPU  
Make: Mitsubishi  
model: AJ65SBTB1-32D

1230) Mitsubishi Module-AJ65BT-D62  
CC-Link High Speed Counter Module , DC Input (Sink(NPN) output)  
200kPPS Max. Counting Speed suitable for Mitsubishi Q series PLC CPU  
Make: Mitsubishi  
model: AJ65BT-D62

1240) Mitsubishi Module-AJ65SBT-RPT  
CC-Link Repeater (TJunction) Module  
Make: Mitsubishi  
model: AJ65SBT-RPT

1250) Mitsubishi Module-QJ61BT11N  
CC-Link Master/local Networking Module suitable for Mitsubishi Q Series  
Make: Mitsubishi  
model: QJ61BT11N

1260) Mitsubishi CPU-Q62P  
Universal Q CPU, 2048 I/O Capacity, 20k steps program Memory, 0.04 s  
basic operation processing speed (LD instruction), 80KB program memory  
capacity, Built-in RS232 and USB Communication  
Make: Mitsubishi  
model: Q62P

1270) Mitsubishi CPU-Q00UJCPU  
Universal Integrated type Q Series CPU Unit, with Power supply and 5  
Slot Base Unit, 256 I/O Capacity, 10k steps Program Memory, 0.12s Basic  
operation processing speed (LD instruction), 40KB Program memory  
capacity, Built-in RS232 & USB Communication  
Make: Mitsubishi  
model: Q00UJCPU

1280) Mitsubishi Comm Cable-GT01-C30R2-6P  
communication cable between Q00JCPU, GT1050-QBBD-HMI  
Make: Mitsubishi  
**model: GT01-C30R2-6P**

2010  
MR-J2S-60B4  
SERVO DRIVE  
RATED CAPACITY (KW) - 0,6  
POWER SUPPLY 3 PHASE (VAC) - 380-480  
Make: Mitsubishi  
model: MR-J2S-60B4

2020  
MR-J2S-200B  
SERVO DRIVE  
Rated output 2000W / 2kW - Supply voltage 200Vac  
Make: Mitsubishi  
model: MR-J2S-200B

2030  
MR-J2S-200B4  
SERVO DRIVE  
Power: 2kW  
Input: 5.1A 3PH380-480V  
Make: Mitsubishi  
model: MR-J2S-200B4

2040  
MR J3-22 KB4  
SERVO DRIVE  
Power: 22kW  
Input: 47.6A 3PH380-480V  
Make: Mitsubishi  
model: MR-J2S-22KB4

2050  
FX3U-4DA-ADP  
Mitsubishi 4Pt. Analog Output ( -10 to +10V (16 bit Resolution), -20 to +20mA or 4-20mA (15 bit Resolution)) Unit suitable for FX3U Series PLC  
Make: Mitsubishi  
model: FX3U-4DA-ADP

2060  
FX5-4AD-ADP  
Voltage (0 to 10V, 0 to 5V, 1 to 5V <(>&<)> -10 to 10V) or Current (0 to 20mA, 4 to 20mA, -20 to 20mA)), 14 bit Resolution, suitable for FX5 Series PLC  
Make: Mitsubishi  
model: FX5-4AD-ADP

2070  
FX5-4DA-ADP  
Mitsubishi 4Pt. Analog Output module (Voltage (0 to 10V, 0 to 5V, 1 to 5V <(>&<)> - 10 to 10V) or Current (0 to 20mA, 4 to 20mA, -20 to 20mA)), 14 bit Resolution, suitable for FX5 Series PLC  
Make: Mitsubishi  
model: FX5-4DA-ADP

2080  
FR-D740-080-E16  
Mitsubishi "D700" Series Compact Variable Speed AC Drive Set, Soft-PWM control / High carrier frequency PWM control, V/F control, Magnetic flux vector control <(>&<)> Optimum Excitation control, 3Phase 380 - 480VAC Input, 3 Phase 380 - 480VAC Output, Suitable for 3.7kW (5HP) Motor capacity <(>&<)> 8Amps Output current, 0.2 - 400Hz Frequency Control Range, Built-in PID feedback control <(>&<)> Modbus RTU (RS485) Communication with Conformal Coating on certain PCB#S  
Make: Mitsubishi  
model: FR-D740-080-E16

2090  
FR-D740-036-E16  
Mitsubishi "D700" Series Compact Variable Speed AC Drive Set, Soft-PWM control / High carrier frequency PWM control, V/F control, Magnetic flux vector control <(>&<)> Optimum Excitation control, 3Phase 380 - 480VAC Input, 3 Phase 380 - 480VAC Output, Suitable for 1.5kW (2HP) Motor capacity <(>&<)> 3.6Amps Output current, 0.2 - 400Hz Frequency Control Range, Built-in PID feedback control <(>&<)> Modbus RTU (RS485) Communication with Conformal Coating on certain PCB#S  
Make: Mitsubishi  
model: FR-D740-036-E16

2100  
FX5U-80MT/ES  
Mitsubishi FX5U Series PLC CPU, 40Pt. Digital Input (Sink/Source), 40Pt. Transistor(Sink) Output, Built-in 2Pt Analog Input <(>&<)> 1Pt Analog Output, 64Ksteps Internal Program Memory, Built-in Ethernet and Peripheral device connector [RS-485 MODBUS RTU] Mini DIN 8Pin, Suitable for 100-240VAC Operation  
Make: Mitsubishi  
model: FX5U-80MT/ES

2110  
QY41P  
Mitsubishi 32Pt. Transistor Sink(NPN) Output Module Suitable for Qseries PLC  
Make: Mitsubishi  
model: QY41P

2120

Q64ADH

Mitsubishi High Speed Analogue Input Module, 4pt (-10 to +10 VDC Voltage, 0 to 20mA DC Current) suitable for Qseries PLC CPU

Make: Mitsubishi

model: Q64ADH

2130

GT2508-VTBA

Mitsubishi 8.4" Touch screen Colour HMI with LED Back light, 65536 Colours, 640 X 480 Pixels, Memory 80MB, Built-in Ethernet, USB-A (Host),

USB mini-B (Device), RS232 & RS422/RS485 Communication Ports, Suitable for 100- 240 VAC operation

Make: Mitsubishi

model: GT2508-VTBA

2140

QD62E

Mitsubishi PLC Q Series

Make: Mitsubishi

model: QD62E

2150

MR-JE-20A

Mitsubishi MR-JE Series Drive suitable for HG-KN series motors with 200Wcapacity (Required Motor, Cables and Connectors to be order separately)

Make: Mitsubishi

model: MR-JE-20A

2160

Mitsubishi cables

Mitsubishi cables(1 No each):

MITSUCAB17A5M;

FA-TB32XY;

MS3106F2222S+TB;

MR-J3ENCBL10M-A2-L.

3010

CPU UNIT, Q02HCPU

3020

POWER UNIT, Q61P

3030

MASTER BASE, Q38B

3040

SUB BASE, Q63B

3050

INPUT CARD, QX41

3060

INPUT CARD, QX42

3070

OUTPUT CARD, QY42P

3080

OUTPUT CARD, QY40P



3090  
POSITIONING UNIT, QD75M2

3100  
POSITIONING UNIT, QD75M1

3110  
COMMUNICATION UNIT, QJ71C24N-R4

3120  
A/D CHANGE CARD, Q64AD

3130  
D/A CHANGE CARD, Q62DAN

## Annexure B

### Pre-Qualification Criteria

SL. No	Pre-Qualification Criteria	Vendor's Confirmation /Acceptance
The Bidder / Vendor has to compulsorily meet all the following requirements to get qualified for consideration of the technical offer. If the vendor does not qualify as per PRE-Qualification criteria, the technical offer of such BIDDER / VENDOR offer will not be evaluated.		
1.	Vendor should have previous experience in the field of supply of Mitsubishi electrical spares (like PLC, motors, drives of Mitsubishi make) to industries. Purchase order copy (unpriced) to be provided.	
2.	BHEL will verify the information provided by the bidder. In case the information provided by vendor is found to be false /incorrect, the offer shall be rejected.	
3.	Warranty: 1 year from the date of acceptance from BHEL.	

Supplier's Signature & Seal

**Annexure – A- Special Conditions for GeM Enquiry**

The terms and condition mentioned in this document are applicable in addition to the Buyer Added Bid Specific Additional Terms & Conditions and GeM General Terms and Conditions. Bidders shall furnish pointwise confirmation/details.

<b><u>To be filled by bidder</u></b>		
<b>Description of the item/Equipment:</b>		
<b>GeM Tender No. &amp; Date</b>		
<b>Name of the firm (Bidder)</b>		:
<b>Address</b>		:
<b><u>Contact person 1</u></b> <b>Name:</b> <b>Designation:</b> <b>Office Phone:</b> <b>Mobile:</b> <b>e-mail:</b>		<b><u>Contact person 2</u></b> <b>Name:</b> <b>Designation:</b> <b>Office Phone:</b> <b>Mobile:</b> <b>e-mail:</b>
<b>Sl</b>	<b>Terms and conditions/Details required</b>	<b>Vendor's confirmation</b>
1.	Indicate the MSME status of the bidder. MICRO/SMALL/MEDIUM/Non-MSME. <b>Note:</b> Udyam certificate to be uploaded in proof of above. If it is indicated as "For availing benefits of Priority Sector Lending(PSL) ONLY" in Udyam certificate, then no MSME benefit will be considered for this tender.	
2.	Payment terms shall be as per clause 9 of Buyer Added Bid Specific Additional Terms & Conditions for this tender. Confirm your acceptance for the payment terms relevance to your MSME status indicated above. <b>Note:</b> GeM CRAC date shall be taken as material acceptance date.	
3.	<b>Delivery Period:</b> Within 120 days from the date of GeM contract. Note: The above delivery period requirement is inclusive of transportation time from Supplier works to BHEL stores.	
4.	Liquidated Damages shall be as per clause 18 of Buyer Added Bid Specific Additional Terms & Conditions. Confirm your acceptance.	
5.	Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number. Please Indicate the GST registration number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.	GST No. _____
6.	<b>Performance Bank Guarantee:</b> Not Applicable	
7.	HSN Code for the quoted items	HSN CODE : _____
8.	Rate quoted in GeM portal should be on FOR destination basis inclusive of all taxes, P&F, freight etc. Transit Insurance is under Supplier scope. <b>Please indicate how much GST percentage is included in quoted price.</b>	GST in %: _____
9.	All the terms and conditions in Buyer Added Bid Specific Additional Terms & Conditions of this tender are read, understood and agreed by the vendor without any deviation. <b>Vendor to confirm.</b>	
10.	Applicable Annexures to be uploaded along with offer documents are indicated in Annexure-1 (Check List). Supplier to upload duly filled, signed and stamped Annexures.	

Vendor's Seal & Signature

## **Buyer Added Bid Specific Additional Terms & Conditions (ATC)**

1.	<p><b>Pre-Qualification Criteria:</b></p> <p>1.1 Technical: Pre-Qualification criteria (Technical) for this enquiry is given in Annexure-B (available along with Specification document).</p> <p>1.2 Financial: NA</p> <p>1.3 Integrity Pact: NA</p> <p>1.4 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect.</p> <p>1.5 Customer Approval: NA</p> <p>Explanatory Notes for the PQR:</p> <p>i. 'Supplied' in PQR – 1.1 means, bidder should have delivered the Item/material. Bidder shall submit the relevant documents against the above PQRs inclusive of Purchase order (wherein PO no., date, etc. is legible) along with proof of supply (i.e. - Completion Certificate/ Copy of Invoices / LR Copies/ Store Receipt Vouchers/ Payment Advice etc.) in the respective attachments in their offer in support of PQR. The "Contract" referred in Technical PQR may be Rate Contract/ Framework Agreement/ Purchase Order/ Work Order.</p> <p>ii. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover PQR – 1.2 above along with all annexures.</p> <p>iii. In case of audited Financial Statements have not been submitted for all the three years as indicated against Financial Turnover PQR above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.</p> <p>iv. If Financial Statements are not required to be audited statutorily, then instead of audited Financial Statements, Financial Statements are required to be certified by Chartered Accountant.</p> <p>v. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.</p> <p>vi. In case of Two packet bidding System, Price Bids of only those bidders shall be opened who stand qualified after compliance of PQR – 1.1 to 1.5</p>
2.	<p><b><u>SCOPE OF SUPPLY:</u></b></p> <p>Supply of items/material shall be as per technical Specifications indicated in the enquiry. Technical Specification requirements are available in Specification document for the item(s). Unloading of materials at Destination / Site shall be in BHEL's scope.</p>
3.	<p><b><u>PRICE BASIS:</u></b></p> <p>The quote shall be on FOR- Destination basis delivery to BHEL Stores (Pls. refer consignee address in GeM bidding document).</p> <p>GSTIN: 33AAACB4146P2ZL</p>

4.

**TAXES & DUTIES:**

**4.1** The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value ( i. e. amount paid by BHEL + overhead)  
However, provisions regarding **GST** on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

**4.2 GST (Goods and Services Tax)**

**4.2.1** Rate quoted in GeM portal should be on FOR destination basis inclusive of all taxes, P&F, freight etc. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

**4.2.2** The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.

**4.2.3** Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.

**4.2.4** Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

**4.2.5** Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.

**4.2.6** Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.

**4.2.7** Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.

**4.2.8** Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -

- a) Supply of goods and/or services have been received by BHEL.
- b) Original Tax Invoice has been submitted to BHEL.
- c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
- d) In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.

- e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
- f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
- g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

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

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

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

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

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

**4.2.14** Any denial of input credit to BHEL or arising of any tax liability on BHEL due to noncompliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.

**4.2.15** In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.

**4.2.16 Variation in Taxes & Duties:**

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

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

	<p><b>4.3 Income Tax:</b>  <b>TDS/TCS</b> as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.</p> <p>4.4 Supplier HSN Code &amp; Applicable GST % (To be filled by Supplier)_____</p>
5.	<p><b>MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC):</b> Not applicable (Applicable for dispatches tot BHEL Project Sites).</p>
6.	<p><b><u>INSPECTION / INSPECTION &amp; TESTING AT SUPPLIERS WORKS:</u></b></p> <p>Inspection and testing requirements are to be carried out as per the specification standard and BHEL Technical specifications in the enquiry.</p> <p>BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the Supplier/Vendor.</p> <p>BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost.</p>
7.	<p><b><u>DELIVERY:</u></b>  Materials are to be supplied within the delivery period indicated in GeM bidding document.</p> <p><b>NOTE:</b></p> <p><b>a).</b> If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor</p> <p><b>b).</b> In case BHEL increase the quantity during currency of the contract in line with quantity variation clause (Option clause in GeM bidding document), delivery extension shall be given for supply of these additional quantity.</p>
8.	<p><b><u>TRANSIT INSURANCE:</u></b></p> <p>Transit Insurance of material is in Supplier/Vendor's scope. Supplier/Vendor shall insure the material at their cost for transportation.</p>
9.	<p><b>a) <u>PAYMENT TERMS:</u></b></p> <ol style="list-style-type: none"> <li><b>1. FOR NON MSME Bidders:</b> 100% payment in 90 days from the date of Material acceptance (against submission of GST Invoice, GeM invoice, LR copy, Last movement e-way bill)</li> <li><b>2. FOR MSE Bidders:</b> 100% payment in 45 days from the date of Material acceptance (against submission of GST Invoice, GeM invoice, LR copy, Last movement e-way bill).</li> <li><b>3. FOR MEDIUM ENTERPRISES Bidders:</b> 100% payment in 60 days from the date of Material acceptance (against submission of GST Invoice, GeM invoice, LR copy, Last movement e-way bill).</li> </ol> <p>However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes &amp; Duties) above.</p>

	<p><b>b) NO INTEREST PAYABLE TO CONTRACTOR</b></p> <p>No interest shall be payable on the security deposit or any other money due to the contractor</p>
10.	<p><b>DOCUMENTS REQUIRED FOR BILL PROCESSING:</b></p> <ul style="list-style-type: none"> <li>• Original Tax Invoices (As per Cl. No. 4 above). 2 invoices are required either in Original hard copies or Digitally Signed Soft copies</li> <li>• GeM invoice</li> <li>• Copy of LR/Speed Post or Courier docket as applicable</li> <li>• Copy of Last Movement E-Way Bill</li> <li>• Bank Guarantee (if applicable)</li> <li>• Warrantee certificate (if applicable)</li> </ul>
11.	<p><b><u>BANK DETAILS FOR EMD &amp; PERFORMANCE SECURITY SUBMISSION:</u></b> EMD &amp; PERFORMANCE SECURITY are not applicable to this tender</p>
12.	<p><b><u>EMD:</u></b> <del>Applicable</del> / Not Applicable.</p>
13.	<p><b><u>PERFORMANCE SECURITY:</u></b> <del>Applicable</del> / Not Applicable.</p>
14.	<p><b><u>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</u></b></p> <p><b>14.1</b> The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> <li>Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</li> <li>The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</li> <li>The Supplier/Vendor delivers equipment/ material not of the contracted quality.</li> <li>The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</li> <li>Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</li> <li>Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</li> <li>Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</li> <li>Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</li> <li>Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.</li> </ol>



- X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

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

- i Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iv In case the amount recovered as above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- v If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
  - a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
  - b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- vi In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- vii It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.

	<p><b>viii</b> In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p><b>Note:</b></p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners ; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p> <p><b>LD against delay in executed supply in case of Termination of Contract:</b></p> <p>LD against delay in executed supply shall be calculated in line with LD clause no. 18 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract. Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.</p> <p>i Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</p> <p>ii Let the value of executed supply till the time of termination of contract= X</p> <p>iii Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y</p> <p>iv Delay in executed supply attributable to Supplier/Vendor i.e. <math>T2=[1-(X/Y)] \times T1</math></p> <p>v LD shall be calculated in line with LD clause (clause 18) of the Contract for the delay attributable to Supplier/Vendor taking "X" as Contract Value and "T2" as period of delay attributable to Supplier/Vendor.</p>																			
15.	<p><b><u>BILL TO/ SHIP TO ADDRESS:</u></b></p> <table><tr><td><p><b>Ship to Address:</b> The Manager Stores, Ward 16, Bharat Heavy Electricals Limited, Thiruverumbur, Tiruchirappalli, Tamilnadu – 620014</p></td><td><p><b>Bill to Address:</b> Bharat Heave Electricals Limited, High pressure Boiler Plant, Thiruverumbur, Tiruchirappalli, Tamilnadu-620014</p></td></tr></table>					<p><b>Ship to Address:</b> The Manager Stores, Ward 16, Bharat Heavy Electricals Limited, Thiruverumbur, Tiruchirappalli, Tamilnadu – 620014</p>	<p><b>Bill to Address:</b> Bharat Heave Electricals Limited, High pressure Boiler Plant, Thiruverumbur, Tiruchirappalli, Tamilnadu-620014</p>													
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16.	<p><b><u>GUARANTEE/WARRANTY:</u></b> Guarantee period for the enquired items shall be as indicated in the Technical Specifications. If not indicated in the technical specifications, then GeM standard Guarantee/Warranty period as indicated in the GeM General terms and conditions shall be applicable.</p>																			
17.	<p><b><u>MICRO AND SMALL ENTERPRISES (MSE):</u></b> Any Bidder falling under MSE category shall furnish the following details &amp; submit <b>Udyam certificate</b> in support of the same along with their techno-commercial offer.</p> <table><tr><td>Type under MSE</td><td>Udyam Registration No.</td><td>SC/ST owned</td><td>Women owned</td><td>Others (excluding SC/ ST &amp; Women Owned)</td></tr><tr><td>Micro</td><td></td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td><td></td></tr></table> <p><b>Note:</b> If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by</p>					Type under MSE	Udyam Registration No.	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)	Micro					Small				
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	Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, copy of <b>Udyam Registration Certificate</b> with QR code. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.
18.	<p><b><u>LIQUIDATED DAMAGE:</u></b></p> <p>Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.</p> <p>Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.</p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, <b>@ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</b></p> <p><b>Note:</b> Vehicle/Gate entry date at consignee location will be considered for LD calculation (I.e. LD will be calculated for the Period from Contract delivery due date to date of Vehicle/Gate entry date at BHEL Stores).</p>
19.	<b><u>INTEGRITY PACT (IP):</u></b> Applicable / Not Applicable
20.	<b><u>PREFERENCE TO MAKE IN INDIA:</u></b> Not applicable for Procurement of OEM Spares.
21.	<p><b><u>Settlement of Dispute</u></b></p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.</p> <p>If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1</p> <p><b>21.1 Conciliation:</b></p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in <a href="http://www.bhel.com">www.bhel.com</a>)).</p>

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

## **21.2 ARBITRATION:**

- 21.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 14.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to **Madras High Court, Arbitration Centre (MHCAC)** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- 21.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- 21.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution- **Madras High Court, Arbitration Centre (MHCAC)**- and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to **Madras High Court, Arbitration Centre (MHCAC)**- for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 21.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- 21.2.5 The Arbitration proceedings shall be in English language and the seat of Arbitration shall be **Trichy**.
- 21.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at **Trichy**.
- 21.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- 21.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

	<p>21.2.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>21.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> <p><b>21.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution).</p>
22.	<p><b>JURISDICTION</b></p> <p>Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction at Tiruchirappalli, Tamilnadu shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p> <p><b>GOVERNING LAWS</b></p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India.</p>
23.	<p><b><u>Force Majeure</u></b></p> <p>23.1 "Force Majeure" shall mean circumstance which is:</p> <ol style="list-style-type: none"> <li>beyond control of either of the parties to contract,</li> <li>either of the parties could not reasonably have provided against the event before entering into the contract,</li> <li>having arisen, either of the parties could not reasonably have avoided or overcome, and</li> <li>is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: <ol style="list-style-type: none"> <li>War, hostilities , invasion, act of foreign enemies.</li> <li>Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</li> <li>Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio-activity.</li> </ol> </li> </ol>

	<p>vi Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</p> <p>vii Epidemic, pandemic etc.</p> <p>23.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>23.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>23.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>23.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ol style="list-style-type: none"> <li>Constitute a default or breach of the Contract.</li> <li>Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</li> </ol> <p>23.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p>
24.	<p><b>Non-Disclosure Agreement:</b></p> <p>The bidders shall enter into the Non-disclosure agreement separately. (Annexure 7 attached).</p>
25.	<p><b>Cartel Formation</b></p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>
26.	<p><b>Fraud Prevention Policy</b></p> <p>Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>
27.	<p><b><u>Suspension of Business Dealings with Suppliers / Contractors:</u></b></p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p>



	<p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>.</p>	
28.	<p>Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-</p>	
	Official 1: K Govindaraj	Official 2: Sonu Majhi
	Contact Details: govindaraj@bhel.in	Contact Details: sonu@bhel.in
29.	<p><b>Order of Precedence:</b> In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> <li>Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</li> <li>Buyer Added Bid Specific ATC</li> <li>GeM Bid Technical Conditions of Contract (TCC)</li> <li>GeM GTC</li> </ol>	
30.	<p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.</li> <li>BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in Buyer Added Bid Specific Additional Terms &amp; Conditions (ATC), will lead to rejection of offer.</li> <li>Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</li> <li>BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.</li> <li>The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</li> <li>Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.</li> </ol>	

31.	<p><b><u>Enclosure:</u> (Refer Annexure-1 for applicable Annexures for this tender)</b></p> <p>Annexure-1: Check List.</p> <p>Annexure-2: Offer forwarding letter / tender submission letter</p> <p>Annexure-3: No Deviation Certificate</p> <p>Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings</p> <p>Annexure-5: Declaration by Authorized Signatory</p> <p>Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents</p> <p>Annexure-7: Non-Disclosure Certificate</p> <p>Annexure-10: Declaration reg. Related Firms &amp; their areas of Activities</p> <p>Annexure-11: Declaration for relation in BHEL</p> <p>Annexure-15: Power of Attorney for submission of tender.</p>
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**CHECK LIST**

**NOTE:** - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

<b>A</b>	<b>Name and Address of the Supplier</b>		
<b>B</b>	<b>GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)</b>		
<b>C</b>	<b>Details of Contact person for this Tender</b>	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
<b>D</b>	<b>EMD DETAILS</b>	<b>Not applicable</b>	
<b>E</b>	<b>DESCRIPTION</b>	<b>APPLICABILITY (BY BHEL)</b>	<b>ENCLOSED BY BIDDER</b>
i.	Whether <b>Pre - Qualification Criteria</b> is understood and provided proper supporting documents.	<b>Applicable/ Not Applicable</b>	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	<b>Applicable/ Not Applicable</b>	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	<b>Applicable/ Not Applicable</b>	YES / NO
iv.	Copy of PAN Card & GST registration	<b>Applicable/ Not Applicable</b>	YES / NO
v.	Submission of <b>Udyam certificate</b> as specified in Tender (applicable in case of MSME supplier)	<b>Applicable/ Not Applicable</b>	YES / NO
vi.	<b>Offer forwarding letter</b> / tender submission letter as per Annexure – 2	<b>Applicable/ Not Applicable</b>	YES / NO
vii.	Submission of <b>Certificate of No Deviation</b> as per Annexure – 3	<b>Applicable/ Not Applicable</b>	YES / NO
viii.	Declaration regarding <b>Insolvency/ Liquidation/ Bankruptcy Proceedings</b> as per Annexure – 4	<b>Applicable/ Not Applicable</b>	YES / NO
ix.	Declaration by <b>Authorized Signatory</b> as per Annexure – 5	<b>Applicable/ Not Applicable</b>	YES / NO
x.	Declaration by <b>Authorized Signatory regarding Authenticity</b> of submitted Documents Annexure – 6	<b>Applicable/ Not Applicable</b>	YES / NO
xi.	Submission of <b>Non-Disclosure Certificate</b> as per Annexure – 7	<b>Applicable/ Not Applicable</b>	YES / NO

xii.	Submission of <b>Integrity Pact</b> as specified in Tender as per Annexure – 8	<del>Applicable/</del> <b>Not Applicable</b>	YES / NO
xiii.	Declaration <b>confirming knowledge about Site Conditions</b> as per Annexure – 9	<del>Applicable/</del> <b>Not Applicable</b>	YES / NO
xiv.	Declaration reg. <b>Related Firms &amp; their areas of Activities</b> as per Annexure – 10	<b>Applicable/</b> <del>Not Applicable</del>	YES / NO
xv.	Declaration for <b>relation in BHEL</b> as per Annexure – 11	<b>Applicable/</b> <del>Not Applicable</del>	YES / NO
xvi.	Declaration reg. <b>minimum local content</b> in line with revised public procurement as per Annexure – 12	<del>Applicable/</del> <b>Not Applicable</b>	YES / NO
xvii.	Declaration regarding <b>compliance to Restrictions under Rule 144 (xi) of GFR 2017</b> as per Annexure – 13	<del>Applicable/</del> <b>Not Applicable</b>	YES / NO
xviii.	<b>Bank Account Details</b> for E-Payment as per Annexure – 14	<del>Applicable/</del> <b>Not Applicable</b>	YES / NO
xix.	<b>Power of Attorney</b> for submission of tender as per Annexure – 15	<b>Applicable/</b> <del>Not Applicable</del>	YES / NO
xx.	<b>Proforma of Bank Guarantee for Earnest Money</b> as per Annexure – 16	<del>Applicable/</del> <b>Not Applicable</b>	YES / NO

**NOTE:** Strike off 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

**DATE :**

**Sign. of the AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)**

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----

Offer Reference No: .....

Date: .....

To,

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

Dear Sir,

Sub: Submission of Offer against GeM Bid No: .....

Having examined the tender documents against your GeM Bid No. \_\_\_\_\_ dated \_\_\_\_\_ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with supply of MITSUBISHI Make OEM Spares, we hereby submit our offer for supply of enquired items in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

**Authorised Representative of Bidder**

Signature:

Name:

Address:

Place:

Date:

**CERTIFICATE OF NO DEVIATION**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

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To,

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

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) GeM Bid No: .....

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

**(Signature, date & seal of  
authorized representative of the  
bidder)**

Date:

Place:

**UNDERTAKING**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

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**To,**

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

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref:** GeM Bid Specification No:

I/We, \_\_\_\_\_ declare that, I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities

**Sign. of the AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)**

Place:

Date:

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

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-

To,

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

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) GeM Bid Specification No: .....

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----  
To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) GeM Bid No. & Date: .....

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

**(Signature, Date & Seal of Authorized  
Signatory of the Bidder)**

**Date:**

**NON-DISCLOSURE CERTIFICATE**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

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I/We understand that BHEL, Trichy is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s ..... who are submitting offer for providing Supply/services to BHEL, Trichy against GeM Bid No..... hereby undertake to comply with the following in line with Information Security Policy of BHEL, Trichy.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL, Trichy.

**(Signature, date & seal of Authorized  
Signatory of the bidder)**

**Date:**



**DECLARATION**

Date: \_\_\_\_\_

To,

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

Dear Sir/ Madam,

**Sub: Details of related firms and their area of activities**

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, \_\_\_\_\_ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

**Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.**

Regards,

(\_\_\_\_\_)

From: M/s

Supplier

Code:

Address:

**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)

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To,

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

Dear Sir,

**Sub: Declaration for relation in BHEL**

**Ref:** 1) GeM Bid Specification No: .....

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

**Tick (✓) any one as applicable:**

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

OR

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

i.

ii.

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

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 against the Bidder/Contractor.

**POWER OF ATTORNEY for SUBMISSION OF TENDER**

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

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KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr..... , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in ..... connection with.....vide GeM Bid

No: \_\_\_\_\_, dated \_\_\_\_\_.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr. .... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public