

Bharat Heavy Electricals Limited, Tiruchirappalli 620014

MATERIALS MANAGEMENT

Phone: 0431 – 257 7362; www.bhel.com

NOTICE INVITING e-TENDER

Dear Sir/ Ma'am,

Kindly submit your competitive offer for **25MM CERAMIC WOOL DENSITY 128KG/CU.M** as per the tender terms and conditions given in the tender document through NIC e-procurement portal only.

This two-part e-tender consists of the following:

1. **Annexure A - Pre-Qualification Requirement, Techno - commercial terms and conditions**
2. **Technical Specification**
3. **BHEL Standard quality plan**
4. **Checklist and Annexures**

General Instructions

- The tender documents shall be deemed to form an integral part of the purchase order.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- Bidders are advised not to wait till the last minutes w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- Bidders are advised take due care while quoting the technical and price bids forms in the e-procurement system. Bidders, those who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in www.bhel.com.
- Bidders who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender, if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.
- **For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to despatch. All documents as per PO checklist , along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs Five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs Five lakhs , in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above.**
- **DISCLAIMER CLAUSE:** Neither the Organization (Bharat Heavy Electricals Ltd.) nor the NIC is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

Thanking you,
For Bharat Heavy Electricals Limited

Fousiya EK

Engineer / Materials Management

24 Building, B.H.E.L., Tiruchirappalli – 620 014, Tamilnadu

Phone: 0431-2577362

Email: fousiya@bhel.in

TECHNICAL CATALOGUE

Material Code :	220200020000
Item Description :	25MM CERAMIC WOOL DENSITY 128KG/CU.M
Detailed Description :	Refer Drg. 4-33-021-00874/Rev.00

Material Code :	220200020000
Item Description :	25MM CERAMIC WOOL DENSITY 128KG/CU.M
Detailed Description :	Refer Drg. 4-33-021-00874/Rev.00

Material Code :	220200020000
Item Description :	25MM CERAMIC WOOL DENSITY 128KG/CU.M
Detailed Description :	Refer Drg. 4-33-021-00874/Rev.00



PURCHASE SPECIFICATION FOR CERAMIC FIBRE BLANKET INSULATION

01. Material – Ceramic Fibre Blanket insulation for high temperature applications.
02. Specification – Material shall conform to latest revision of IS 15402, Type-I, Gr-128 with classification temperature 1260 °C.
03. Thickness – 25 mm and 50 mm with tolerance +3 mm and –2 mm.
Size – 610 mm X 7620 mm, and size tolerance as per IS 15402 (latest).
04. Density – Minimum 128 Kg/cum for Gr-128 of Type-I.
05. Inspection and Testing: shall be carried out and accepted as per latest revision of IS 15402 for the following:

1. Dimensions	4. Shot content	7. Fibre diameter
2. Bulk density	5. Tensile Strength	8. Thermal conductivity
3. Linear Shrinkage	6. Chemical composition	
06. Thermal Conductivity test shall be conducted as per IS 3346 for mean temperatures of 200°C, 300°C, 400°C and 500°C, and the k-values shall not exceed the k-values corresponding to above mean temperatures as listed in IS 15402. Thermal conductivity shall be tested once in a year at any one of the following approved laboratories as per IS 3346:

(a) Dept. of Mechanical Engineering, IIT-Chennai	(c) PIBCO, New Delhi
(b) Central Building Research Institute, Roorkee	(d) NIRMA University, Ahmedabad
07. Packing – Material shall be Packed in Polythene sheet having thickness of at least 0.2 mm, plus 5 ply DFC carton box.
08. Marking –The following details shall be legibly written on the box.
The same details shall also be typed on a paper. The paper shall be sealed in polythene cover and shall be kept inside and also outside the box:
 - (1) Supplier's name (2) Customer no./Project (3) Purchase Order no. with date
 - (4) Serial no. of box (5) Batch no. (6) Mattress size (thk. x length x width)
 - (7) No. of mattresses in box (8) weight of box in kg
 - (9) Caution "Always store under covered shelter and raised platform"
 - (10) Ceramic fibre blanket as per IS 15402 Type-I, Grade-128.

In addition, The Purple color coding shall be made on the boxes to a size of 150x100 mm as per the color coding scheme.

REV 01	Date:	PREPARED:		REV 02	Date:	PREPARED:		REV 03	Date:	PREPARED:			
		APPROVED:	APPROVED:			APPROVED:	APPROVED:			APPROVED:	APPROVED:		
INSULATION	PREPARED	BHASKAR SUNDRIYAL		Sd.....	14.02.15	DRAWING NO :				REV 00			
	CHECKED	N.SELVARAJ		Sd.....	15.02.15	4-33-021-00874							
	APPROVED	K.SELVAM		Sd.....	20.02.15								



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 620 014, INDIA.
QUALITY ASSURANCE DEPARTMENT

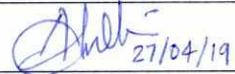
STANDARD QUALITY PLAN FOR CERAMIC FIBRE BLANKET

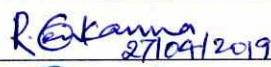
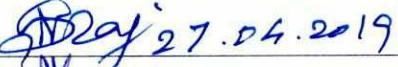
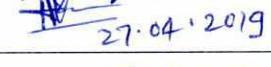
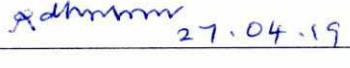
SQP:SD:33 Rev No: 00

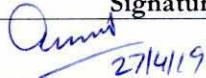
Page: 1 of 3

Prepared By
Quality Assurance

ABDUR RAHMAN SULTAN


27/04/19

Reviewed by	Signature
Quality Assurance VENKANNA RUPANI	 27/04/2019
Engineering N. SELVARAJ	 27.04.2019
Materials Management / BOI ASHOK KUMAR	 27.04.2019
Quality Control R. DHARMAR	 27.04.19

Rev No	Date	Approved by	Signature
00	27/04/2019	AGM / QA & BE	 27/04/19

Record of Revisions

Rev No	Date	Details of Revision	Remarks
00	27/04/2019	Fresh Issue-CQP: 4435 Rev: 04 converted into SQP format along with revisions to Cl 1, 2, 4 and Notes.	



MANUFACTURER'S
NAME & ADDRESS:
BHEL- TIRUCHIRAPPALLI
APPROVED SUPPLIERS

STANDARD QUALITY PLAN

PRODUCT: CERAMIC FIBRE BLANKET

SUB-SYSTEM : Steam Generator and Auxiliaries

QWI NO: SQP:SD:33
REV NO: 00 DATE: 27/04/2019
PAGE: 2 OF 3

SL. NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	AGENCY			REMARKS
									M	C	N	
1	2	3	4	5	M C/N	7	8	9 D*	**	10		11

1.0 RAW MATERIAL:

1.1	Shall be composed of Inorganic fibres	Chemical Properties	B	Lab analysis	1 per Batch	Manufacturer's standard	MTC	√	P	V	-	
1.2	Raw materials	Physical Properties	B	Review of Document	1 per Batch	Manufacturer's standard	MTC	√	P	V	-	
1.3	Specification	Type,Grade, Temperature of use; Size (as applicable): Length,Width & Thickness	B	Visual, Dimensional (if applicable)	1 per Batch	BHEL Technical specification/ Approved data sheet / BHEL PO	IR	√	P	W	-	

2.0 INPROCESS CONTROLS:

2.1	Apparent Thermal Conductivity. K. Value	Thermal transmission properties	A	Lab Test (Ts)	1 sample/ density	BHEL Technical specification/ Approved data sheet/ BHEL PO	LTC	√	P	V	-	Refer Note;1 & 2.
2.2	Tensile Strength (Kpa)	Physical	A	Lab Test (T)	1 sample/ density	BHEL Technical specification/ Approved data sheet/ BHEL PO	LTC	√	P	W	-	Refer Note: 1
2.3	Dimensions and Bulk density	Physical	B	Lab Test (R)	Refer Note 2	BHEL Technical specification/ Approved data sheet/ BHEL PO	LTC	√	P	W	-	
2.4	Max.use temperature and Exothermic temperature	Physical	B	Lab Test (R)		BHEL Technical specification/ Approved data sheet	LTC	√	P	V	-	
2.5	Non Fibrous content (Shot) (%) Mass	Physical	B	Lab Test (R)		Acceptance : 30% max	LTC	√	P	W	-	
2.6	Linear shrinkage (After 24 Hours firing at use temperature)	Physical	B	Lab test(R)		Acceptance:5% max at maximum temperature of use.	LTC	√	P	W	-	
2.7	Chloride content	Chemical Analysis	B	Lab test (R)		Manufacturer's standard	10 ppm max.	LTC	√	P	W	-

3.0 PACKING, MARKING AND PRESERVATION:

3.1	Packing, Marking and Preservation.	Identification Protection	B	Visual	100%	BHEL Technical specification/ Approved data sheet/ BHEL PO	IR	√	P	W	-	
4.0	CERTIFICATION	Test certificates	B	Review	100%	Refer Note 7.	LTC	√	P	W	-	

LEGEND: * RECORDS IDENTIFIED WITH "TICK" (√) SHALL BE ESSENTIALLY INCLUDED BY THE SUPPLIER IN QA DOCUMENTATION;

** **M:** MANUFACTURER, **C:** BHEL QC/BHEL AIA, **N:** CUSTOMER; **P:** PERFORM. **W:** WITNESS, **V:** VERIFICATION; **CLASS :** A - CRITICAL ; B - MAJOR ; C - MINOR;

MTC- Manufacturer's Test Certificate; IR- Inspection/Test Report; LTC: Lab Test Certificate; COC: Certificate of Compliance; (R): Routine test; (T)/(Ts): Type test.



MANUFACTURER'S
NAME & ADDRESS:
BHEL-TIRUCHIRAPPALLI
APPROVED SUPPLIERS

STANDARD QUALITY PLAN

PRODUCT: CERAMIC FIBRE BLANKET

SUB-SYSTEM : Steam Generator and Auxiliaries

QWI NO: SQP:SD:33
REV NO: 00 DATE: 27/04/2019
PAGE: 3 OF 3

SL. NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	AGENCY			REMARKS
									M	C	N	
1	2	3	4	5	M C/N	7	8	9 D*	**	10		11

BATCH – Entire production made in identical conditions, viz., total production of fiber blankets from start upto close of furnace for a particular period. The batch shall be constituted of same size in thickness of the blanket.

NOTES:

1. Type test marked as “(T)” shall be done once in 3 months in the presence of BHEL/BHEL AIA for BHEL Purchase Orders and “(Ts)” shall be done once in 12 months. The valid type test reports shall be submitted for review at the time of inspection.
2. Thermal Conductivity (k value) test shall be carried out on the sealed samples jointly selected by manufacturer and BHEL/BHEL AIA, in any one of the below specified laboratories:
(1) Department of Mechanical Engineering - IIT, Chennai. (2) CBRI, Roorkee. (3) PIBCO, New Delhi. (4) NIRMA University, Ahmedabad. (5) Any other Laboratory Accredited to NABL for the thermal conductivity testing as per ASTM C177 or IS:3346 (whichever standard is specified in the BHEL Technical Specification).
3. All routine tests (R) shall be carried out in the Manufacturer's own laboratory (Shall be approved by BHEL)/ Government approved / NABL accredited laboratory. The routine test reports on samples taken at every 2 hours during processing of BHEL order by manufacturer's QC shall be submitted for BHEL QC/BHEL AIA for review during inspection.
4. BHEL Technical Specification Nos: 4-33-021-00873 (latest revision; for Ceramic fibre blanket as per ASTM C-892 & Thermal conductivity as per ASTM C177) & 4-33-021-00874 (latest revision; for ceramic fibre blanket as per IS: 15402 and Thermal conductivity as per IS: 3346).
5. Customer verification stages specified above, under column “N”, shall be followed. Customer witness stages, if any, shall be as specified/indicated in BHEL PO.
6. Latest standards referred in the main standards of **ASTM C-892 & IS: 15402** shall be used for carrying out various routine and type tests indicated under Cl 2.0.
7. The supplier shall furnish the certificates indicating the Date of manufacture, batch number, batch quantity, date of testing, specification to which the material is tested for the routine tests conducted and type test conducted.

LEGEND: * RECORDS IDENTIFIED WITH “TICK” (✓) SHALL BE ESSENTIALLY INCLUDED BY THE SUPPLIER IN QA DOCUMENTATION;

** M: MANUFACTURER, C: BHEL QC/BHEL AIA, N: CUSTOMER; P: PERFORM. W: WITNESS, V: VERIFICATION; CLASS : A - CRITICAL ; B - MAJOR ; C - MINOR;
MTC- Manufacturer's Test Certificate; IR- Inspection/Test Report; LTC: Lab Test Certificate; COC: Certificate of Compliance; (R): Routine test; (I)/(Ts): Type test.

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014.

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Note: This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical bid.

Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation. (If otherwise mentioned).

Sl No	BHEL Requirements	Supplier Comments												
01	<p>Pre-Qualification Criteria:</p> <p>1.1 Technical</p> <ul style="list-style-type: none"> a) The supplier should meet tender technical specification requirement b) The vendor should have minimum one-year experience in the field of manufacturing of ceramic fiber blanket insulation. c) Vendor should have supplied Ceramic fiber blanket insulation conforming to ASTM C 892 Gr-8 of Type-III (1260°C) for power plant application and the same must be performing satisfactorily. Vendor to submit P.O copy / invoice copy / customer certificate along with offer. d) Vendor should supply the items as per the technical specification 4-33-021-00874/Rev.00. <p>1.2 Not Applicable</p> <p>1.3 Not Applicable</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 Not applicable.</p> <p>Explanatory Notes for the PQR:</p> <ul style="list-style-type: none"> i. 'Supplied' in PQR – 1.1 means, bidder should have delivered the tender item. 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. 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. 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. 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. 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. vi. Price Bids of only those bidders shall be opened who stand qualified after compliance of QR – 1.1 to 1.5 													
02	<p>Scope of Supply:</p> <p>Supply of 25 MM Ceramic Wool on F.O.R. Destination Basis as per the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl. No.</th> <th style="text-align: center;">Matrl Code</th> <th style="text-align: center;">Matrl Description</th> <th style="text-align: center;">Qty</th> <th style="text-align: center;">UOM</th> <th style="text-align: center;">Supply to</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">220200020000</td> <td style="text-align: center;">25MM CERAMIC WOOL DENSITY 128KG/CU.M</td> <td style="text-align: center;">520</td> <td style="text-align: center;">SqM</td> <td style="text-align: center;">NTPC Telangana</td> </tr> </tbody> </table>	Sl. No.	Matrl Code	Matrl Description	Qty	UOM	Supply to	1	220200020000	25MM CERAMIC WOOL DENSITY 128KG/CU.M	520	SqM	NTPC Telangana	
Sl. No.	Matrl Code	Matrl Description	Qty	UOM	Supply to									
1	220200020000	25MM CERAMIC WOOL DENSITY 128KG/CU.M	520	SqM	NTPC Telangana									

		2	220200020000	25MM CERAMIC WOOL DENSITY 128KG/CU.M	260	SqM	Gadarwara Unit 2	
				Total Qty	780	SqM		
Unloading of materials at Destination / Site shall be in BHEL's scope.								
03	PRICE BASIS: Price in INR should be quoted for DESTINATION SITE delivery to NTPC Telangana and Gadarwara Madhya Pradesh GSTIN : will be issued along with MDCC There will not be any reverse auction for this tender, hence, bidders are requested quote their best rates at the first instance.							
04	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 GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be exclusive of GST. 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/ altered/ 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 non-compliance 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.

4.3 Income Tax:

	<p>TDS/TCS 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 & Applicable GST % (To be filled by Supplier) _____</p>	
05	<p>MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC):</p> <p>MDCC shall be issued by BHEL. No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL Site. In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.</p>	
06	<p>INSPECTION / INSPECTION & TESTING AT SUPPLIERS WORKS:</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>	
07	<p>DELIVERY:</p> <p>21 days from PO (including Manufacturing, Inspection, Packing, Forwarding and delivery at project site/stores) for each boiler. Material shall be dispatched after obtaining dispatch clearance from BHEL.</p> <p>NOTE:</p> <ul style="list-style-type: none"> a) 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. b) In case BHEL increase the quantity during currency of the contract in line with quantity variation clause, delivery extension shall be given for supply of these additional quantity. 	
08	<p>TRANSIT INSURANCE:</p> <p>Transit Insurance of material is in BHEL scope.</p>	
09	<p>PAYMENT TERMS:</p> <p>A)</p> <ul style="list-style-type: none"> i) FOR NON MSME Bidders, 100% payment shall be released within 90 days ii) FOR MSE Bidders, 100% payment shall be released within 45 days iii) FOR MEDIUM ENTERPRISES Bidders, 100% payment shall be released within 60 days <p>Date for reckoning Payment due date</p> <ol style="list-style-type: none"> 1. For Direct to Site (DTS), due date will be considered from the Site Acknowledgement date (Against submission of GST invoice, invoice, LR copy, e-Way Bill for full load/ latest e-way bill for part load, site acknowledgement and as per Cl.No.10 given below) 2. For Dispatch to BHEL Trichy Stores, due date will be considered from the material acceptance date (Against submission of GST invoice, invoice and as per Cl.No.10 given below) <p>However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above.</p> <p>b) NO INTEREST PAYABLE TO CONTRACTOR</p> <p>No interest shall be payable on the security deposit or any other money due to the Supplier.</p>	
10	<p>DOCUMENTS REQUIRED FOR BILL PROCESSING:</p> <p>The following documents are required to be sent with Material Dispatch/Billing Documents:</p> <ul style="list-style-type: none"> • Original Tax Invoice (As per Cl. No. 4 above). • Original Consignee copy of LR • Site acknowledged copy of LR • e-Way Bill for full load/ latest e-way bill for part load 	
11	<p>BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION:</p>	Not Applicable.

12	EARNEST MONEY DEPOSIT:	Not Applicable.
13	PERFORMANCE SECURITY:	Not Applicable.
14	BREACH OF CONTRACT, REMEDIES AND TERMINATION: <p>14.1 The following shall amount to breach of contract:</p> <ul style="list-style-type: none"> I. 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. II. 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 III. The Supplier/Vendor delivers equipment/ material not of the contracted quality. IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract. VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor. VIII. 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. IX. 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. 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. <p>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.</p> <p>14.2 Remedies in case of Breach of Contract.</p> <ul style="list-style-type: none"> 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 under sub clause (a) 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. 	

	<p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>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> <p>viii. 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>	
--	--	--

Note:

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:

- (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- (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.

LD against delay in executed supply in case of Termination of Contract:

LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 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.

- 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
- ii. **Let the value of executed supply till the time of termination of contract= X**
- 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
- iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T2=[1-(X/Y)] \times T1$
- v. LD shall be calculated in line with LD clause (clause 18.0) 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.

15 BILL TO/ SHIP TO ADDRESS:

Bill to: BHEL Trichy

Ship to:

**GM PROJECTS, PHASE-I (2X800MW) TELANGANA STPP,
RAMAGUNDAM NTPC, JYOTHINAGAR DIST
KARIMNAGAR TELANGANA-PIN 505215**

**NTPC Ltd. Gadarwara 2x800 MW STPP Khasra NO-24&25,
Village Dongargaon Near Raipur Road,
Post Office Gangai Tehsil-Gadarwara,
Distt- Narsinghpur (Madhya Pradesh)**

16 GUARANTEE/WARRANTY:

Guarantee period for Supply of **Ceramic Wool** shall be **12** calendar months from the date of last dispatch.

17	<p>MICRO AND SMALL ENTERPRISES (MSE):</p> <p>Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1"> <tr> <td>Type under MSE</td><td>UDYAM No</td><td>SC/ST Owned</td><td>Women Owned</td><td>Others (Excluding SC/ST/Women)</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>	Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)	Micro					Small					
Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)													
Micro																	
Small																	
	<p>Note: 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 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, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in 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.</p> <p>b) Material entry date (Gate Entry date) will be considered for payment due date calculation (when no objections are raised by BHEL). If such objection(s) is raised within 15 days of zero date /last closure of objection and payment due date will be accordingly revised considering date on which vendor has successfully replied against objection as zero date.</p> <p>c) As per the public procurement policy notified by the central government, micro and small enterprises quoting within the price band of L1 +15% shall be allowed to supply a portion of the requirement up to 25% of the tender value subject to condition that such enterprises bring down their price to L1 price where L1 price is from other than a micro and small enterprise. If L1 offer is from a micro / small enterprise, this provision will not be applicable.</p>																
18	<p>LIQUIDATED DAMAGE:</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 leivable 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, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 10% of the total contract value without any controversy/dispute of any sort whatsoever.</p> <p>LD shall be reckoned from the Contract delivery date to material receipt date.</p> <p>Material receipt date means the following</p> <p>Direct to Site (DTS)- Site Acknowledgement date</p> <p>Dispatch to BHEL Trichy Stores- Vehicle Entry date</p>																
19	INTEGRITY PACT (IP):	Not applicable															
20	PREFERENCE TO MAKE IN INDIA:	<p>For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the Bid, the same shall be applicable even if issued after issue of this Bid, but before opening of Part-II bids against this Bid.</p>															

23.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -

- a. An entity incorporated established or registered in such a country; or
- b. A subsidiary of an entity incorporated established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
 - (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.
 - (ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids

21 Settlement of Dispute:

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.

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

21.1 Conciliation:

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 www.bhel.com)).

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**.

	<p>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.</p> <p>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> <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 14.2.9. 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>21.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution</p>	
22	<p>JURISDICTION</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>GOVERNING LAWS</p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India.</p>	
23	<p>FORCE MAJEURE</p> <p>23.1 "Force Majeure" shall mean circumstance which is:</p> <p>a) beyond control of either of the parties to contract,</p> <p>b) either of the parties could not reasonably have provided against the event before entering into the contract,</p> <p>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</p> <p>d) not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to:</p> <ul style="list-style-type: none"> i. War, hostilities, invasion, act of foreign enemies. ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v. 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. vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii. Epidemic, pandemic etc. <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> <ul style="list-style-type: none"> i) Constitute a default or breach of the Contract. ii) 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. <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>Non-Disclosure Agreement: The bidders shall enter into the Non-disclosure agreement separately. (Annexure 7 attached).</p>					
25	<p>Cartel Formation</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>Fraud Prevention Policy</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 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>Suspension of Business Dealings with Suppliers / Contractors:</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 website www.bhel.com.</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, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(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 www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.</p>					
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> <table border="1" data-bbox="160 1949 1322 2023"> <tr> <td data-bbox="160 1949 743 1989">Kevin Ark Kumar</td> <td data-bbox="743 1949 1322 1989">Fousiya E K</td> </tr> <tr> <td data-bbox="160 1989 743 2023">0431 2578109 kevin@bhel.in</td> <td data-bbox="743 1989 1322 2023">0431 2577362 fousiya@bhel.in</td> </tr> </table>	Kevin Ark Kumar	Fousiya E K	0431 2578109 kevin@bhel.in	0431 2577362 fousiya@bhel.in	
Kevin Ark Kumar	Fousiya E K					
0431 2578109 kevin@bhel.in	0431 2577362 fousiya@bhel.in					
29	<p>Order of Precedence:</p> <p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p>					

	<p>a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. Bid Technical Conditions of Contract (TCC)</p>	
30	<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 even after negotiation. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS - Annexure-A, will lead to rejection of offer. 3. 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. 4. 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. 5. 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. 6. 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. 	
31	<p>Enclosure:</p> <p>Annexure-1: Check List. Annexure-2: Offer forwarding letter / tender submission letter Annexure-3: No Deviation Certificate Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings Annexure-5: Declaration by Authorized Signatory Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure-7: Non-Disclosure Certificate Annexure-8: Integrity Pact Annexure-9: Declaration confirming knowledge about Site Conditions Annexure-10: Declaration reg. Related Firms & their areas of Activities Annexure-11: Declaration for relation in BHEL Annexure- 12: Declaration reg. minimum local content in line with revised public procurement Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 Annexure-14: Bank Account Details for E-Payment Annexure-15: Power of Attorney for submission of tender. Annexure-16: Proforma of Bank Guarantee for Earnest Money. Annexure-17: Proforma of Bank Guarantee for Performance Security. Annexure-18: List of Consortium Bank.</p>	<p>Signature and seal</p>

ANNEXURE- 1

CHECK LIST

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

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

xi.	Submission of Non-Disclosure Certificate as per Annexure 7	Not Applicable	YES / NO
xii.	Submission of Integrity Pact as specified in Tender as per Annexure 8	Not Applicable	YES / NO
xiii.	Declaration confirming knowledge about Site Conditions as per Annexure 9	Applicable	YES / NO
xiv.	Declaration reg. Related Firms & their areas of Activities as per Annexure 10	Applicable	YES / NO
xv.	Declaration for relation in BHEL as per Annexure 11	Applicable	YES / NO
xvi.	Declaration reg. minimum local content in line with revised public procurement as per Annexure 12	Applicable	YES / NO
xvii.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure 13	Applicable	YES / NO
xviii.	Bank Account Details for E-Payment as per Annexure 14	If Applicable	YES / NO
xix.	Power of Attorney for submission of tender as per Annexure 15	Not Applicable	YES / NO
xx.	Proforma of Bank Guarantee for Earnest Money as per Annexure 16	Not Applicable	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)